

**RAINBERRY BAY
MASTER ASSOCIATION, INC.**

RULES & REGULATIONS 2025

It is the responsibility of each Resident to become familiar with these rules and to explain them to all occupants, guests and renters, as may be applicable.

All rules and regulations will be enforced by security, the Board of Directors and management staff.

In the event of a discrepancy between these rules and regulations and Federal, State or local laws, the laws will prevail.

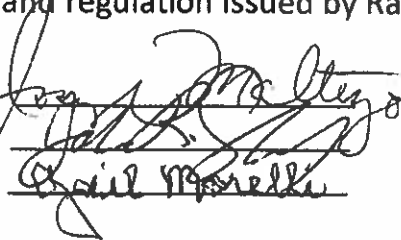
These are Approved and Adopted by the Rainberry Bay Masters Board of Directors on Feb 12, 2025

This document supersedes all previous rules and regulation issued by Rainberry Bay

Masters Association President: Joe Maltezo:

Homes Association President: John English:

Villas Association President: Gail Morelli:



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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 person(s) named on the deed.
- R&R will mean Rules and Regulations of Rainberry Bay.
- ACC refers to the Architectural Control Committee.

GOVERNING DOCUMENTS

By virtue of ownership, leasing or use of property or facilities at RB, each owner, lessee, guest or other person is bound by and agrees to comply with all R&R set forth in this document, which may be amended from time to time by the BOD of RB. The foregoing R&R will in no way amend or alter the Articles of Incorporation, or the Covenants or Bylaws of RB, but will only be supplemental thereto. In the event of any conflict, order of authority will be the Florida Statutes, RB Covenants, Articles of Incorporation and Bylaws.

Unless otherwise posted in a facility, the following rules and regulations described below apply.

PREAMBLE

To preserve and maintain the beauty and standards 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. The Master Association is charged with the upkeep of all of 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 limit is 25 mph and there is absolutely no parking on the odd side of any street in the Homes' areas. Parking is allowed on the "inner circle" near the theater when the lots are full during events. Parking on the outer ring is never allowed.

Basic rules for all facilities and equipment include:

- To avoid liability, no Resident should attempt to enforce the rules themselves. Call Security, the Property Manager and/or the police (if warranted) for rule infractions.
- No smoking or vaping in any building, around any doorways, inside pool fences or on tennis courts.
- Do not enter any building wet from the pool. Please wear appropriate coverups/shirts and footwear or you will be asked to leave.
- No children under 16 years of age may use any of the amenities without adult supervision.
- All pets and service animals must be on a leash not longer than 6' and under the control of their owner 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 on the ground or in the lake. Street drains allow water to drain to the lake. Never use drains for disposal of any liquids or trash.
- Rainberry's Lake Delrain is not to be used for any recreational activities except fishing. This includes swimming, wading or boating.
- No residence in Rainberry Bay may be utilized as an Airbnb or similar short-term rental under 30 days. See additional information under Rentals and Resales.
- For your safety and security, it is suggested that garage doors be kept closed after dark.
- All residents-owned vehicles must display a barcode or pass. Two are provided without charge, there is a charge for any additional barcodes.
- Harassment of employees or board members will not be tolerated and may result in fines and/or legal action.

Fences:

- Owners are responsible for repair and maintenance of any fence not originally installed by the developer.
- Changes in fences, including removal or changes may be done only with the approval of the ACC. The fences originally installed by the developer are the responsibility of the Association as regards maintenance and painting.
- If a homeowner wishes to have a fence removed, as may be the case in villa and patio homes, then the Association will bear the cost. No fence, wall or other structure shall be erected in the front yard, backyard or side yard setback areas, except as originally installed by the Developer, or approved by the ACC as provided above.
- Installation of any fence, wall, or other structure, as noted above, must be approved by the ACC prior to a homeowner's seeking and obtaining a permit from the City of Delray Beach. If a resident installs a fence without prior approval of the ACC, the fence may be removed by the Rainberry Bay staff at the expense of the resident, after proper notice is given, until ACC approval is granted.

CLUBHOUSE

The Clubhouse Committee oversees the use and conditions of 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 set up.

1. 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 opening and closing of the facility.
- Attendees of any event will vacate the venue by 11 PM.
- The Calendar Committee is solely responsible for scheduling all events in the clubhouse/theater/other meeting room.
- Private affairs and parties by any Owner or any Rainberry Bay club must be approved by the Board of Directors through the Calendar Committee.
- CLUBHOUSE Room usage requires a completed form which is available in the Management Office and must be filled out and filed with the office 30 days in advance.
- A fee plus deposit may be required, excluding Celebrations of Life or Memorials for residents organized by a resident. The repayment depends on passing an inspection after the event.
- 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 clean and neat.
- All attendees 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 event 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.
- **Please review the rental form for fees.**
- **Refundable Deposit will be refunded within 2 weeks of the event after the building is inspected and deemed undamaged.**
- **Certificate of Insurance for the event cost is set at \$1,000,000; Certificate of insurance naming Rainberry Bay and the management company as additional insureds.**

2. Clubhouse Kitchen

- Specific Rules for use may be 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 clubhouse kitchen at the conclusion of a function.
- Waste and garbage must be bagged and deposited in the garbage pails for the kitchen and brought outside.
- All equipment must be left clean and put away after use and the room(s) left clean and orderly.

3. Use of the Billiard, Fitness, Sauna and Steam Rooms

- Specific rules are posted in these rooms.
- No food or drink (except bottled water) is to be used in any room.

- No person under the age of 16 may enter or use the Fitness, Billiard, Steam, or Sauna rooms without adult supervision.
- Use of these facilities is at your own risk.

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 per the Fire Department. Theater Management will assist the groups who use the Theater to provide the equipment needed and ensure that all safety rules are followed.

1. Use of the Theater for Events

- There is NO SMOKING in any area of the theater at any time.
- Use of the theater must be scheduled.
- The theater is to be kept locked at all times when not in use.
- The Calendar Committee is responsible for scheduling all events in the theater but not set-ups or a/v equipment.
- For special room set-ups and special equipment requests, Theater Request forms must be filled out and returned to the Management Office at least 30 days in advance.
- Specific Rules for Use of the Theater including use of the sound and lighting equipment may be obtained from the Theater Management Committee.
- Security is responsible for opening and closing the theater for authorized personnel and scheduled events. The last person out must call security and wait for their arrival.
- Security must be hired by the renter of the facility using the Rainberry Bay security company for any gathering over 100 people and if alcohol is being provided.
- Security personnel will remain at their posts until all guests have left the theater and the theater has been securely locked.
- Costs for Security, cleanup, and repair or replacement will be borne by the Club or Resident using the facility.
- 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 the event within three (3) days.
- Nothing is to be attached to the sound baffles, curtains or inside the lobby windows.
- No pins or tape other than blue painter's tape may be used to attach items to walls or to mark the floor. Nothing is to be dragged across the stage or the dance floor.
- All ticket sales are scheduled by the Clubs. If using the theater, ticket sellers must call Security to unlock and WAIT for them to secure the building after sale time.
- All visitors to the Theater must be dry, appropriately covered and wearing shoes.
- **Please review the rental form for fees.**
- Refundable will be refunded within 2 weeks of the event after the building is inspected and deemed undamaged.
- Certificate of Insurance for the event cost is set at \$1,000,000, naming Rainberry Bay and the management company as additional insured.

2. Theater Kitchen

- Specific Rules for use may be posted in the kitchen.
- Special provisions must be made for cleanup after 11pm.
- Rainberry Bay clubs and committees 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

1. Use of Swimming Pools & Spas

- Only persons who are owners, guests of owners or approved renters or their guests 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 present. Users of any pool 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, wearing adult diapers, 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.
- Only 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.
- Pool furniture must be covered with towels to protect from oils or suntan lotion.
- No pool toys other than noodles and arm floats may be used in any pool.
- The first 4' from the edge of a pool or spa is referred to as the "wet deck." For life saving purposes this area must remain free of furniture, etc.

2. Children at the Pools and Spas

- An adult must supervise and be responsible for anyone under sixteen (16) years of age.
- Children who are wearing diapers and are not toilet-trained are NOT PERMITTED in any of the pools.
- It is the responsibility of the supervising adult to ensure that children observe the rules.
- The spas may not be used by anyone under 12.

3. Use of Food, Liquids and Alcohol

- No glass allowed on the pool deck or in any pool at any time.
- Food and drink may be brought into the pool areas ONLY in non-breakable containers and not within 4' of the pool or spa.
- Pool areas must be left entirely clean after any party or gathering.
- Unruly behavior and disorderly conduct will not be tolerated. All residents are entitled to peaceful enjoyment of the facilities.
- Rainberry Bay Security has the right to eject anyone from the pool area in the event of unruly conduct. Action may be taken against violators
- Security personnel are authorized to ask for the name and address of any person within the pool gates.

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 dawn to dusk except pool 5 which has lighting for night swimming and may be used until 11:00 p.m. Currently, to prevent liability to Rainberry Bay, all pools, other than pool 5, will be locked after dusk. It is recommended that no one ever be in a pool alone.

TENNIS & PICKLEBALL

There are 10 Har-Tru Tennis Courts and 8 Har-Tru Pickleball 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 rules violator but, instead, should contact the Tennis Director or call Security.

1. Tennis Court Use by Residents and Guests

- Courts are open from 8:00 AM to 10:00 PM. No play or warm-up is allowed before 8 AM
- Unruly behavior and disorderly conduct will not be tolerated. All residents are entitled to peaceful enjoyment of the facilities.
- 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-other shoes are permitted.
- The Sports Director is responsible for assigning tennis 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.
- A Guest 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 Guest may not play more than 3 times per week including league play. Failure to follow this protocol will deny a guest entry into the Rainberry Bay tennis courts.
- 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 anywhere else on the grounds of the Tennis Complex is not permitted. Golf carts may not be parked on the grass.
- 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 10:00 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 unless there is one empty court between you and courts in use.

2. Court Maintenance

- No play is allowed immediately after rain or watering of courts. The Sports Director, or if the Director is not available, the Property Manager, the Tennis Liaison or committee chair will decide when courts are playable.
- Absolutely no furniture, bicycles, skate boards, carriages or balls other than tennis balls are permitted on tennis courts at any time
- Pets are allowed only in the grassy area of the tennis complex.
- Pets are never allowed on any courts.
- Disruptive animals and their owners will be asked to leave.

3. Court Etiquette and Safety Rules

- Do not enter the court area before your assigned time and leave the 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.
 - If a ball enters another court do not retrieve it. The other players will return it as soon as possible.
1. **Avoid Interrupting Play:**
 - Do not walk onto another court while play is in progress. Use the side or rear areas to move around.
 2. **Ball on Court:**
 - If your ball enters another court, immediately call out "Ball on Court" loudly enough for the players to hear. This helps prevent accidents. The players will stop and return the ball to you.
 3. **Use Unoccupied Areas:**
 - When walking onto the courts, use the side that is not in use. If both sides are occupied, wait for the current point to finish before crossing.
 4. **Safety During Retrieval:**
 - Do not attempt to retrieve a ball by running behind players who are playing. This is both distracting and poses a safety risk.
 5. **Entering and Leaving the Court:**
 - Enter or exit the court in a way that causes the least disruption. Walk together with your group to minimize interruptions to ongoing games.

4. Pickleball

- The 8 Har-Tru pickleball courts are located by the club house and are for the use of Residents and their guests. Each court must have two residents.
- The courts are open from 8 am to 12:30 pm and 4 pm until 10 pm. It is closed in between for watering and maintenance.
- Unruly behavior and disorderly conduct will not be tolerated. All residents are entitled to peaceful enjoyment of the facilities.
- All players must be properly attired and wear clay court sneakers.
- Players must use the reservation system at the entrance to the pickleball courts with the exception of Open Play.
- Open play times are posted and subject to change. Players will take the courts in order of arrival. Once a game has been completed the players will leave the court and any waiting players will be the next to play. There is a paddle holder for use when the courts are all in use. Waiting players will put their paddles in the holder and will be called to play in the order their paddles are placed in the holder.
- No food or drink can be brought into the court area in glass containers.
- No dogs or other pets are allowed in the court enclosure.
- No play is allowed after rain or when the courts are watered until all standing water is completely absorbed.
- No bicycles, skateboards, are allowed on the courts at any time.

Court Etiquette and Safety Rules

1. **Avoid Interrupting Play:**
 - Do not walk onto another court while play is in progress. Use the side or rear areas to move around.
2. **Ball on Court:**
 - If your ball enters another court, immediately call out "Ball on Court" loudly enough for the players to hear. This helps prevent accidents. The players will stop and return the ball to you.
3. **Use Unoccupied Areas:**

- When walking onto the courts, use the side that is not in use. If both sides are occupied, wait for the current point to finish before crossing.
- 4. **Safety During Retrieval:**
 - Do not attempt to retrieve a ball by running behind players who are playing. This is both distracting and poses a safety risk.
- 5. **Entering and Leaving the Court:**
 - Enter or exit the court in a way that causes the least disruption. Walk together with your group to minimize interruptions to ongoing games.

GRIEVANCE COMMITTEE/VIOLATIONS & FINING

Based on Florida Statute 720.305

Each Resident, their tenants and guests are governed by, and must comply with the governing documents and the rules of Rainberry Bay.

The Grievance Committee has a singular purpose, defined by Florida Statute, which is to provide a hearing to residents who have received a board imposed fine or suspension due to Rules and Regulation or Covenant infractions. Any resident having received a fine has a right to be heard before a Grievance Committee which will then determine whether the fine will be upheld or dismissed.

The members of this committee are board appointed as, per statute, there is to be a minimum of three members with two alternates. These individuals are appointed for a two-year term. At least three members must be at every meeting and if the committee, by a majority vote, does not approve a proposed fine or suspension, it may not be imposed. Their meeting is mandatory though the resident is not required to attend.

Violation/Fining Notices – Protocol

- Management confirms and documents reported violation.
- Management will send a letter to the resident/violator indicating the violation of the rules, action to be taken to resolve, and setting a date for compliance.
- If the resident/Violator fails to comply by the date set, the following will occur:
- Management will forward violation information to the Board to review and assess a fine, with a copy to the Grievance Committee requesting a date for their meeting. Per statute, a fine cannot exceed \$100 per violation per day, with a cap of \$1,000 per violation unless specified in the Documents/Covenants.
- A second letter will be sent to resident/violator providing required 14 days' notice of the scheduled Board meeting at which the Board will vote. This letter will also inform the resident of the date set for the Grievance Committee meeting which must be held within 90 days, with an invitation to attend to present evidence and discuss why they feel the fine/suspension is not justified. Attendance by resident is not mandatory though the meeting is mandatory. Fines or suspensions will be dismissed if corrected prior to the meeting date.
- Following the meeting, the Committee will notify the board, in writing, as to their decision. If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Their decision is final.
- Management will notify residents by letter within 7 days of the Committees' decision. Any fine upheld by The Grievance Committee is due and payable within 30 days of receipt of the letter. If a fine is not paid, or the violation is not cured, reasonable attorney fees and costs may be awarded, but fees may not accrue until after payment date.

PARKING AND MOTORIZED VEHICLES

The Safety and Security Committee 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. See traffic rules in overview.

Parking Rules and Violations

- Handicapped Parking spaces are only for the designated handicapped person and his/her driver. Anyone else parking there will be fined.
- Vehicle must have a handicapped license plate or a hanging handicap permit on the rearview mirror with the expiration date showing.
- Park properly in disabled space.
- **DO NOT PARK IN ANY STRIPED AREA.**
- Parking on Rainberry Circle is not permitted except when all the spaces are occupied in the theater or clubhouse parking lots or other board circumstances. Street parking will be allowed on the inner Rainberry Circle only.
- 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 unless given permission.
- 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.
- Non-operable or unregistered vehicles must be parked in a closed garage only.
- No parking overnight in any parking lot without permission in advance from the office.
- Guest parking spaces in the Villas area are not to be used for long term parking, storing old or unregistered cars, or residents' second, third or additional vehicles. Violators may be towed.
- Parking is permitted in cul-de-sacs with the exception of the cul-de-sac at the north end of 23rd Lane because of emergency vehicle concerns. In the Tennis Villas area, guest parking is allowed on both sides of the street along the grassy area but not on the grass or blocking a resident's driveway.
- No commercial vehicles may be parked on the property overnight. Allowances may be made for vendors.
- Pickup trucks or vans or other vehicles that are deemed commercial vehicles solely because they display commercial lettering and fall into no other commercial vehicle category previously mentioned, may be permitted to park on the driveway of a Lot.
- No oversized vehicles may be parked on the homes property unless it cannot be seen from the road, neighbor's lot or common area. Oversized vehicles are defined as more than 187 inches long, 80 inches wide and 84 inches high, and they may not be parked in Villas' parking spaces or Homes' driveways.
- Homeowners with garages are allowed to use their garage for an oversized vehicle as long as the garage door can completely close, assuring that the oversized vehicle is not seen from the street. If a modification is needed for your garage, you must get ACC approval and Delray Beach permits, as required.
- Notwithstanding the above, a limited number of parking spaces may be designated for oversized vehicles. Those spaces would be assigned to owners on a first-come first-served basis, upon advance approval by the management company, for up to 72 hours per visit. Such a vehicle may not be occupied or used as living space, including sleeping or cooking, when parked in such a designated place. Nor shall it be connected to any source of water or electric power or any sanitary sewer. Further, the vehicle shall be moved and stowed using devices to prevent any damage to the pavement.
- No 18-wheel trucks are allowed inside the community. Homeowners transporting vehicles must make arrangements for pick up or delivery outside of the community. Movers must offload to a smaller truck.

COMMON AREA PARKING RULES & SIGNAGE

Residents must park vehicles in spaces dedicated to residents, and guests must park in spaces which are dedicated to guests. Guest spots may not be used for over 72 hours consecutively. Home owners must park vehicles in garages or driveways. No overnight parking on streets is permitted. "No Parking Zones" are well marked.

VEHICLE TOWING

Having vehicles towed from the HOA common property may be necessary. If vehicles illegally are left in parking spots longer than the allotted time frame midnight to 5am, notice will be provided, and towing will be implemented. The Rainberry Bay HOA works with a licensed tow company to avoid legal ramifications and liability concerns involved in the towing process. Photographic documentation of the vehicle in violation will be secured before towing. The photograph will suffice as evidence.

MOTORIZED VEHICLE VIOLATIONS

No motorcycles, mopeds, golf carts or any motorized vehicles are permitted to park or ride on or over any sidewalk, 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, but are strongly encouraged to follow the Rules.

The Board may approve temporary parking of a commercial vehicle engaged in community projects as deemed appropriate or necessary, but a time limit of not more than 30 days per approval must be utilized.

DRONES

Drones shall be prohibited from being used, flown, or operated anywhere within the Rainberry Bay community or property by residents and/or guests, whether on Common Areas or Association-owned property, or on the individual Lots.

SAFETY & SECURITY

SECURITY / SAFETY 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.

1. 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 drivers must show a valid driver's license at the gate.
- All visitors not previously called in will be refused entry unless security communicates with the designated Resident for entry permission.
- Real Estate Open Houses are not allowed.
- All Realtors and potential buyers must be called in to the gate by name.

2. Residents' Entry

- All Residents' vehicles must have a Rainberry Bay vehicle barcode sticker permanently displayed on the driver's side rear window.
- The barcode may be obtained at the Management Office upon presentation of the vehicle registration and a valid driver's license. Please go during regular working hours, and staff will affix the barcode at that time. You get two passes at no charge. After two barcodes there will be a charge.
- 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 guest gate by showing the pass to the guard on duty. To obtain a monthly pass you need to go to the office with your license and registration.

3. Guest Passes and Permanent Lists

- Monthly Passes are color coded and are obtainable at the Management Office.
- They must be prominently displayed on the vehicle dashboard or rearview mirror.
- Used by family or visiting guests only on extended stays.
- 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.
- Every vehicle on Rainberry Bay property is required to display either a barcode or a guest pass. Any vehicle not displaying a bar code or a pass is subject to being towed.

4. Commercial Vehicles

- All commercial vehicles belonging to private contractors, cleaning services, landscapers, etc., allowed on the site must have identification.
- When a commercial vehicle arrives without identification, the driver will be informed of the rule and allowed to enter the first time. The security guard is required to keep a list of the name of the driver and the company of any vehicle without identification.
- Should the vehicle come a second time without proper identification, the vehicle will be turned away.
- No commercial vehicles are allowed to use the Davis Road entrance.
- Pickup trucks or vans or other vehicles that are deemed commercial vehicles solely because they display commercial lettering and fall into no other commercial vehicle category previously mentioned, may be permitted to park on the driveway or a lot.

5. Davis Road Entry

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

PETS

A pet is defined as any animal kept by a resident which is not a Service or Emotional Support animal.

1. Requirements

- Residents may own no more than two dogs. A dog may have a mature weight of no more than twenty-five (25) pounds. Or two dogs with a mature combined weight not to exceed thirty (30) pounds.
- The Association requires all of the following to be submitted upon moving in or acquiring a new or additional dog:
 - Recent picture of the animal(s).
 - Proof of all inoculations required.
 - Proof of rabies license tag.
 - Certification from a licensed veterinarian attesting to the mature weight of the pet(s.) No pet may be bred or maintained for commercial purposes.
- Feeding ducks, geese, birds or feral animals is prohibited.

2. Personal Responsibility

- Owners will assume full responsibility for any damage to persons or property caused by their pet(s). A fine will be imposed for violations
- The Owner must immediately remove all animal waste, and must properly clean up after the pet in accordance with any and 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 or poop stations and may not be tossed in storm drains or the lake. Blind people who use service dogs are exempt from this rule.
- No animal can be left unattended anywhere outside of the Home, at any time. This includes the use of electrical fences, which are not permitted.
- 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 Owner(s) or resident(s) using the pool deck.
- Whenever leaving the dwelling, the responsible party must keep a dog or dogs on a non-retractable leash of no more than six feet (6') in length or placed in an animal carrier, under the complete custody and control of the responsible party at all times, as required by Palm Beach County law. Dogs not leashed or in carriers may be impounded by the Animal Control Division of Palm Beach County.
- A fine will be imposed if pets are in recreation areas or inside buildings or if the owner breaks any of the other rules noted in this section.
- The Board may vote to permanently remove a pet which disturbs the peace and quiet of neighboring households.
- Invisible fences for pets are not permitted. Rainberry Bay has existing General Restrictive Covenants, Pets which states, "Whenever leaving the dwelling, the responsible party must keep a dog or dogs on a leash at all times as required by Palm Beach County law."

3. 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 of time, beyond what is considered normal and reasonable.
- Where the animal is allowed to defecate anywhere on the property, and the responsible party 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 are allowed to reside in Rainberry Bay with their Owner. In addition to the requirements for pets, the following apply to service animals:

1. 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 actually treated the requesting Owner either in person or via tele-med.
- A recent picture of the animal.
- Proof of all inoculations.
- Proof of current rabies tag.
- All medical information submitted to Management in reference to an Owner's disability will be held in strictest confidence and, after review, will be sealed and stored in a safe in the Management Office.
- The Property Manager reserves the right to ask the Board or its attorney 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 Property Manager must be informed.
- Any remaining residents, such as a spouse, may submit a request to the management office to keep the animal as a pet as they were not the person requiring the Service/Assistance animal.
- Special access or accommodations will no longer apply to the animal.
- If the animal should be removed or die, it may be replaced with another animal that complies with the Rules & Regulations set forth hereunder.

2. Restrictions

- Owners will assume full responsibility for any damage to persons or property caused by their animal.
- Animals may be leashed and walked on the sidewalks and streets of RB and around the lake path.
- Service / Assistance animals are bound by the same rules as pets in regard to the following:
- Whenever leaving home, the Owner must keep the animal on a non-retractable 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 at all times.
- The Owner must immediately remove all animal waste and must properly clean up after the animal.
- Waste must be bagged when deposited into dumpsters or trash receptacle 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(s) or resident(s) using the pool deck.
- No animal can be left unattended on any patio or balcony, or anywhere outside of the Home, at any time.
- All items under "3. Nuisances" will apply.

GARBAGE AND RECYCLING

1. Visibility

- When not at the curb for pick-up, garbage cans must be hidden from street view, either kept in one's garage or behind screens or non-permanent structures or an ACB approved fence.
- Garbage and recycling containers should be put out no earlier than 24 hours the night before pickup.
- All Empty containers should be removed from the street within 24 hours after the day of pickup.

Pick-Up

- Garbage pickup dates are determined by the City of Delray Beach, currently twice a week – Tuesday and Friday. Garbage needs to be bagged; recyclables should not be bagged. Bins are available from the City of Delray Beach.
- Recycling material is currently picked up Tuesday. Vegetative and Bulk Pickup is currently on Friday.
- 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.
- All garbage not placed in metal or plastic containers must be put out the morning of pickup. Styrofoam containers go in the garbage.
- Lawn clippings, tree and bush cuttings must be tied and may not be put on Rainberry Circle.
- Large items (e.g. appliances, furniture, etc.) must be put curbside Thursday after 4 pm.

Dumpsters

- Dumpsters have a limited capacity and are to be used for household garbage only by the residents of the Villas in that section only.
- All garbage thrown in dumpsters must be placed in tied plastic bags.
- Contractors must remove all construction waste from the premises and not dumped in dumpsters.
- In the event a dumpster is full, residents are not permitted to place garbage on top of or on the ground around the dumpster but must use another dumpster which is not full.
- Theater dumpsters may be used for residents but not contractors.
- Tennis dumpster will only be used by Rainberry Bay vendors.
- Construction dumpsters may be used with ACC approval in a Homes' driveway for no longer than 8 days.

2. Hazardous Waste

- Hazardous waste must not be disposed of with regular garbage or placed beside regular garbage containers. These include computers, electronics, batteries, gas cans, propane tanks, pesticides, fluorescent bulbs, flares, thermometers, paint and used cooking oil are considered hazardous. (Others are on the SWA website.)

DISASTER PREPARATION

- All outside items such as, but not limited to, tables, chairs, hoses, plants, pots, barbecue grills, propane tanks and any other potential flying objects must be secured.
- Residents are required to fill out completely and submit to the Management Office an emergency information form. This needs to be updated whenever necessary.
- Window protection including shutters and plywood may not be closed or installed until there is a watch or a warning. Shutters and plywood must be removed within 5 days after the storm passes.
- All dead vegetation must be removed from a residence annually prior to the beginning of hurricane season.

- In accordance with local ordinances hurricane shutters may not be locked unless during a storm.

1. Generator Usage

- See the Delray Beach ordinance for placement of generators.
- 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.
- A Delray Beach Permit and licensed electrician are required if installing a transfer switch. Submit your architectural request before building a shed or adding a concrete pad or if installing the transfer switch outlet to the outside of your home.

2. Unoccupied Residences

- In the event of an emergency, Homeowners must make provisions with a neighbor or a house watcher for access to the premises

RENTALS AND RESALES

No member of the Rentals and Resales Committee may own investment property in Rainberry Bay.

1. Rules for Rentals

- No home may be leased during the first two years after purchase.
- No leases may ever include vacation rentals and leases such as Airbnb, VRBO, sober homes or group homes and other platforms
- Should the home be inherited rather than purchased the 2-year restriction does not apply.
- No persons will occupy the home without the Owner in residence for a period to exceed thirty (30) days, except as hereinafter set forth.
- Occupancy 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 all vehicle(s).
- 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 and online platforms such as Airbnb, VRBO and other vacation rental platforms.
- The lease must be executed in accordance with the lease restrictions and other provisions of the governing documents.
- Occupancy in excess of 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 or refer to the Rainberry website 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 nor longer than twelve (12) months and only one rental per 12-month period is allowed.
- Approval may be given to extend existing leases as long as there are no changes as 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 two persons per bedroom, 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 of the lessee(s).
- Management will complete a background check and include the report in the documentation package.
- Rainberry Bay Master Association charges the homeowner a one-time non-refundable application fee of \$150.00 per person, subject to change by the Board of Directors, and payable to: RAINBERRY BAY MASTER ASSOCIATION.
- If there are any changes, lease renewals for the following year 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 an additional \$50 for each month of non-compliance, after notification in writing by the Board.
- 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.

2. 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 of the facilities at Rainberry Bay and to entertain their own guests.
- Must abide by all of the Rules and Regulations set forth herein and the Rainberry Bay covenants and restrictions.
- They must be provided a current set of Rules which are included as part of the sales/rental application.

3. Homeowner's Rights and Restrictions

- The Homeowner's barcode will be deleted from the system for the period of time 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 their 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.

4. 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 **SALES APPLICATION** packet or download it from the myrainberrybay.com website.
- 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 at least one permanent 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 management office for proper procedures.
- No "Open House" or display sign is allowed on any property in Rainberry Bay. All showings must be by appointment only. Anyone not on a list or called in will be turned away at the gate.
- 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, pay a fee and receive a bar code for their vehicle. A purchaser of property in Rainberry Bay is subject to all terms and conditions of the Rainberry Bay Rules and Regulations and Documents.
- It is the responsibility of the sellers to provide the buyer with a full set of documents.
- It is the responsibility of the purchasers to make sure they are in possession of these 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.
- 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.
- Home sellers are required to make purchaser aware of the Capital Contribution required of new purchasers, to see that these funds are collected, and to forward the required amount to the Rainberry Bay Master HOA.

STORAGE CONTAINERS (PODS, ETC.)

- 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 areas 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 Master 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.) placed under them at all times so as 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 Master 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 Homes:
 - 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/Container may block ingress/egress to any common area, Resident access or any other parking space.

ARCHITECTURAL CONTROL COMMITTEE (see separate guidelines)

Architectural Control Committee (ACC). The authority for the ACC decisions derives from Sections 12 and 13 of Article VI of the Master Association Documents of Rainberry Bay. The purpose of the ACC 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 and Palm Beach County.

See Complete ACC Guidelines which are printed in their entirety, separately.

LANDSCAPING

Landscaping of our homes makes an overall statement about our community. However, in a community association, that means there are standards as well as guidelines that must be followed in order to maintain those standards.

In general:

- Residents are reminded that the association employs commercial landscapers who must be able to easily drive through a property in order to cut the grass without being impeded by items left on the grass, and, they will not be held responsible for damage to personal property left on grass, including hoses or solar lights.
- Any installations within a mowing area must be approved by ACC. These areas created for furniture, cooking areas, etc., must include a base of cement or other suitable material that can be avoided by mowers.
- All installations of permanent plantings, trees, flower beds, patios, benches, furniture, fences, etc. must first receive approval of the ACC and will become the homeowners' responsibility to maintain. Failure to do so will result in removal of these at homeowners' expense.

- Annual flowers, such as impatiens, may be installed without prior permission.
- Any item not approved or permanently installed will be considered temporary.
- Temporary items shall be removed from mowing areas and stored from sight after every use.
- Rope, electrical lines and similar are prohibited from being extended across lawns which may cause a tripping hazard or danger to others. Garden hoses must be removed immediately following use.
- Small decorative items and electrical lines used for patio lighting, etc., must be contained within a flower bed adjacent to the home. Such items shall not impede work or pose a danger to landscapers or others.

1. Plantings:

Trees, flowers etc., become the homeowner's responsibility to maintain. No plantings of any type shall be installed that prevent sprinklers from covering areas. Any installations or their roots that block repairs to sprinklers, underground lines (feeder line replacement, sewer lines, and drainage lines) may be removed at the homeowner's expense in order to make such repairs. Care should therefore be taken, at time of planting, not to block road and utility easements and/or sprinkler heads. No plantings shall be allowed to encroach on adjacent properties. In addition, plantings must be at least two feet from perimeter Ficus or other hedges to allow for maintenance and mowing. Any plant materials planted in violations of these rules and/or neglected, causing problems of health or maintenance may be removed at the homeowner's expense after proper notification. Absent owners not making provisions for maintenance of their shrubs and or trees shall be billed for cleanup if their plantings become overgrown and unsightly.

2. Trees:

- Any tree planted by the homeowner that becomes a hazard or a nuisance, or is overgrown and encroaches on a neighbor's property, may be trimmed or cut down and removed at the expense of the homeowner after proper notification. All trees planted by the homeowner must be trimmed by the homeowner so as not to present a hazard in hurricane emergencies. Trees planted in violation of above guidelines and without approval may be removed at the homeowner's expense if the violation is not corrected. Shade trees are to be planted no closer than thirty (30') feet apart. Every tree or shrub must have a circle of at least thirty (30") inches in diameter around it to prevent damage from lawn mowers and whips. All plantings should allow at least four (4') feet access for mowing equipment.
- For insurance, safety and ecological reasons the following trees may not be planted in Rainberry Bay: Fruit trees, Black Olive, Acacia, Ficus, Rubber and Melaleucas of any variety, Coconut Palms and Spanish Bayonets or any other large thorny plant that may present a hazard. It is the responsibility of the homeowner to remove dropped fruit. In addition, species of plants that are prohibited by the City of Delray Beach Landscape Regulations shall not be planted in Rainberry Bay.
- Palm Beach County Prohibited Plants & Trees: Air Potato, Brazilian Pepper, Acacia, Old World Climbing Fern, Australian Pine, Carrotwood, Kudzu, Melaleuca, Queensland Umbrella Tree, aka Schefflera.
- No tree may be removed without the written permission of the City of Delray Beach and Management. If a homeowner wishes to prune his own trees and shrubs, he/she must follow the protocols defined by the property manager and as approved by the board. Lawns will be cut and trimmed by the Association. Any permanent or miscellaneous plantings will be the responsibility of the homeowner.

3. Sprinkler Heads:

No changes in sprinkler heads or additions of heads will be allowed. Moving of heads or changes or repairs must be made by Rainberry Bay irrigation service only. Lawn hoses and rotating sprinklers may be attached to the Delray Beach water tap on the individual home, but must be stored away promptly after each use. These water taps are the responsibility of the home owners. No concrete may be poured, or sprinkler heads covered, by any additions to a residence, including fences and patio pavers until the plans are reviewed and the

sprinkler heads and system are relocated, if necessary. This can be done only by the Rainberry Bay irrigation personnel, at the homeowner's expense. No plantings may be placed so that they block sprinkler heads.

4. Plantings at Fences:

All plantings along fences, inside and out, must be maintained by the homeowner. Bougainvillea may not be grown as a vine on a wooden fence. Space must be left behind all plantings so that the fence and mail box post may be painted or repaired. Notice will be given to the homeowner to cut down or remove invasive plantings. If clearance of these plantings is not done by the homeowner, then the Association will do the work and charge the owner for all costs incurred.

Hedges/Bushes:

Hedges planted near fences or buildings must be no closer than eighteen (18) inches from a home or fence. They must provide clearance to paint or maintain fences. Trees or hedges that obstruct access for painting will be removed at the homeowner's expense, after proper notification. Any hedge that becomes overgrown and causes problems with adjoining units may be deemed a nuisance and removed at the homeowner's expense. Any cactus, hedge or planting that is considered a hazard must be removed. Hedges must conform to a uniform height of six (6') feet above grade. Perimeter hedges should conform to a uniform height of eight (8') feet above grade unless otherwise approved by the board of directors.

Homeowners are required to ensure their gardens and hedges are regularly maintained. The Association landscapers will provide trimming of hedges and bushes only.

5. Homes' Property:

Garden Beds, Lawn Decorations, Fences and other placed adornments to homeowner property are to be well maintained. It should be noted, that well maintained includes keeping pavers clean, keeping garden beds cleared, and maintaining fences, etc.

**Rainberry Bay Architectural Control
Board/Architectural Control Committee Rules for
Architectural and Landscaping
2024**

**These ACB/ACC Rules are referenced by and supplement the
Rainberry Bay Master Association, Inc. Rules and Regulations
most recent release.1. Architectural Control Board (ACB) or
Architectural Control Committee (ACC)**

1.1. The Architectural Control Board (ACB)/Architectural Control Committee (ACC) processes all requests for architectural and landscaping changes as defined in the Rainberry Bay Rules and Regulations and these ACB/ACC Rules. The authority for ACB/ACC decisions derives from the Rainberry Bay Master Association Declaration.

2. Architectural Change Rules

- 2.1. No additions to the sides of any patio home (zero-lot line unit) will be allowed that do not conform to the Building Codes and Ordinances of the City of Delray Beach. The allowable distance from a neighbor's wall, ten to fifteen feet (10-15') will be determined by the type of roof and enclosure such as screen roof, hard roof or screen enclosure. Sliding glass doors, sliding glass windows, or plastic sliders, must all conform to these ACB/ACC requirements and City requirements.
- 2.2. The original setbacks of single family and patio homes shall be maintained, and the existing look of the development will be kept the same. Additions to the sides and rear of buildings shall be allowed if the additions conform to these ACB/ACC requirements and City requirements. Any roof addition needed for these extensions must agree and conform with original roof lines, including crickets and valleys, color and pitch. Any add-on roof will become the responsibility of the homeowner to maintain.
- 2.3. Any screen enclosure of front entranceways must conform to the original front of the building. These screened units cannot extend beyond the existing columns or corner of the building. No other additions to the front of any single family or patio home shall be allowed.
- 2.4. No changes in driveways or sidewalks will be allowed without ACB/ACC approval. If a driveway is widened or altered or if an entry walk is painted or tiled or if a driveway is painted, and/or a concrete driveway is widened, then maintenance to all of the above becomes the responsibility of the homeowner. Driveways and entry walks may be painted to blend with the color the house is painted but only with ACB/ACC approval. Records of the ACB/ACC approval must be placed in the homeowner's file in the management office before work is begun.
- 2.5. Any changes to entranceways or patio areas to villa quad units will be allowed as long as these additions are confined to the existing concrete pad. Any new roof added must adhere to the present roofline and compliment the original roof of the structure. It is important that where two unit's patios are side by side these roof additions must be similar in appearance, that is to

say that the two adjacent roofs must be compatible as to pitch and points of attachment, etc. If a hard roof or screen roof is attached to the fascia board and it becomes necessary to remove these add-ons to replace a rotted fascia board, it shall be the homeowner's responsibility to remove the above-mentioned additions for the replacement of the fascia board and attachment of same. All new additions shall be painted to match the existing color of the building. In the straight-line villas ("tennis villas") any enclosure or room at the rear of a unit must not extend beyond the Owner's property line. These additions must have at least an eighteen-inch (18") clear area on each side between adjacent units; that is, wall or screen or glass doors must have clearance between walls for safety. Any roof add-ons are the responsibility of the homeowner.

- 2.6. Any work that would potentially interfere with the existing irrigation coverage (such as, but not limited to, a new patio or walkway, an enlarged driveway, in-ground or other permanent swimming pools or spas or hot tubs, or landscape work) will not be approved and shall not be performed until the owner has signed the Irrigation Report Form, agreed to its terms, submitted that form to the ACB/ACC.
- 2.7. Any sprinkler heads or irrigation lines that have to be relocated will be done ONLY by the on-site Rainberry Bay irrigation contractor.
- 2.8. If, during any approved landscaping project, damage is done by the homeowner or their vendor to any part of the irrigation system, the cost of that damage will be the responsibility of the homeowner.
- 2.9. Any added structural changes of roofs must conform to the present line of the existing building. The color of new shingles must be as close as possible to the present color and type. New roof additions are the responsibility of the homeowner. This responsibility also includes crickets, valleys, flashing, roof edges, etc. When the original roof of a unit is to be replaced, any extra costs due to a homeowner-installed addition (i.e., crickets, valleys, skylights, etc.), will be charged to the homeowner. For any incursion to the original roof such as, but not limited to, skylights, exhaust fans, air vents, solar panels, burglar alarms or any other roof opening made by a homeowner for the above or any type of roof installation, the area around such openings become the responsibility of the homeowner to maintain. None of the above can be done without ACB/ACC approval. Any leaks or interior damage caused by the above are the homeowner's responsibility. Any gutters or downspouts installed by the homeowner becomes the homeowner's responsibility. If a fascia board rots out behind a gutter and the gutter has to be removed, it is the homeowner's responsibility to do so. The Association will replace the board; but the gutter, if not damaged, must be reinstalled by the homeowner. It will be the homeowner's responsibility if damage occurs to any roof or fascia where a new addition has been tied in. For Villas, if the gutters/downspouts are damaged during a re-roofing, necessary replacements will be reinstalled by the Villas' HOA.
- 2.10. Any new additions to existing units must be painted in the same color as the original building. No change in the present color of units assigned by the Homeowner's Association is allowed per the Rainberry Bay Master Association Declaration. This also refers to all trim colors, fences, etc. Replacement garage doors and entrance-way doors with factory applied finish color that is warranted for extended life shall be of a standard color that is available from the manufacturer of the door and that is compatible with the exterior walls or trim of the house and the approved house colors at the time the door is installed. The proposed colors of the door(s) shall be approved by the ACB/ACC. Replacement garage doors and entrance-way doors that are not factory

finished shall be painted the approved door color. Replacement windows and sliding glass doors shall have all exterior parts (frame, sash, mullion and screen frames) the same color as the original windows and sliding glass doors unless a different color that is compatible with the exterior walls or trim of the house and the approved house colors at the time the door(s) or window(s) are installed is approved by the ACB/ACC.

2.11. Fences

2.11.1. A “new” fence is defined to mean where no fence had already existed.

2.11.2. A “replaced” fence is defined to mean any fence replacing an already existing fence whether Developer installed or association replaced, no matter the condition of the already existing fence.

2.11.3. Any new or replacement fence installed by an owner becomes the homeowner’s responsibility to be painted at installation with the approved fence color for the house and becomes the present or future homeowner’s responsibility to maintain including repairs and painting.

2.11.4. If a resident installs a fence without prior approval of the ACB, the fence may be removed by the Rainberry Bay staff at the expense of the resident, after proper notice given, until ACB/ACC approval is granted.

2.11.5. Changes in fences may be done only with the approval of the ACB. Any homeowner who wants the present fence removed or changed must fill out and submit an ACB/ACC request form. These fences will continue to remain the responsibility of the homeowner and subsequent homeowners.

2.11.6. The fences originally installed by the developer, including any such replacement thereof, are the responsibility of the Association as regards maintenance and painting. If a homeowner wishes to have an original fence removed, as may be the case in villa and patio homes, then the Association will bear the cost.

2.11.7. No fence, wall or other structure shall be erected in the front yard, backyard, or side yard setback areas, except as originally installed by the Developer or except as approved by the ACB/ACC as provided above. Installation of any fence, wall, or other structure, as noted above, must be approved by the ACB/ACC prior to the homeowner seeking and obtaining a permit from the City of Delray Beach.

2.11.8. New and replaced fences shall be of the “standard” Rainberry Bay design being of the “straight wooden shadowbox” type not more than 72 inches high with 4x4 -inch posts, 2x4-inch backer boards, 1x6-inch wide vertical boards with maximum 4 inch spacing between boards, and maximum of 3-inch clearance from the grade to the bottom of the vertical boards. Partial replacement or repair of any fence shall match the retained sections.

2.12. If any addition or changes are made by the homeowner without the approval of the ACB/ACC and the City of Delray Beach, it is subject to removal at the homeowner's expense and fines may be levied until the violation is corrected. This also would apply to unapproved color changes and any other changes to the exterior of a unit.

2.13. To preserve the appearance of the community the following regulations govern the use of protective shutters, bars or grilles.

- 2.13.1. Accordion and self-storing shutters, and hurricane-rated shutters, may be installed on all windows, sliding glass doors and patios. Permission is needed from the ACB/ACC for such installation. Colors shall be compatible with the exterior color of the walls or trim of the house.
- 2.13.2. Removable protective panels made of corrugated steel, aluminum, or plastic, which can be seen from the street or neighboring homes may be used only during hurricane season. These must be removed when the season is over. These restrictions do not apply to installations of clear plastic panels or those that cannot be seen from the street or neighboring homes and to panels covering the ground floor sliding glass doors of villa and patio homes. Steel or aluminum panels shall be of a color compatible with the exterior color of the walls or trim of the house and must be approved by the ACB/ACC.
- 2.13.3. Neither bars nor grilles of any type, shape or size shall be permitted to be affixed to the exterior of any window.
- 2.14. Nothing contained herein shall obligate Rainberry Bay to make repairs or replacements of improvements damaged by fire, windstorm, hail, hurricane, tornado or other casualty or the neglect of the homeowner.

3. Landscaping

- 3.1. The ACB/ACC is also required to ensure that landscaping of individual properties enhances the overall community and meets standards set by Rainberry Bay and the City of Delray Beach. The authority for ACB/ACC decisions derives from the Rainberry Bay Master Association Declaration.

3.2. Plantings:

All changes to landscape plantings in lawn areas must be approved by the ACB/ACC. A sketch or photograph of the original area and a sketch of the proposed change must accompany the application and no work is to commence until written approval is granted. These changes i.e., trees, flowers etc., become the homeowner's responsibility to maintain. No plantings of any type shall be installed that prevent sprinklers from covering areas.

Excavation of any kind or any landscape change that would interfere with the existing irrigation coverage will not be approved and shall not be performed until the owner has signed the Irrigation Report form, agreed to its terms and submitted that form to the ACB/ACC.

Any installations or their roots that block repairs to sprinklers, underground lines (feeder line replacement, sewer lines, and drainage lines) may be removed at the homeowner's expense in order to make such repairs. Care should therefore be taken, at time of planting, not to block road and utility easements and/or sprinkler heads. No plantings shall be allowed to encroach on adjacent properties. In addition, plantings must be at least two feet from perimeter Ficus or other hedges to allow for maintenance and mowing. Any plant materials planted in violation of these rules and/or neglected, causing problems of health or maintenance may be removed at the homeowner's expense after proper notification. Absent owners not making provisions for maintenance of their shrubs and or trees shall be billed for cleanup if their plantings become overgrown and unsightly.

No unapproved plantings or landscaping in the common property shall be allowed. Any such unapproved changes will be removed.

3.3. Trees:

- 3.3.1. Any tree planted by the homeowner that becomes a hazard or a nuisance, or is overgrown and encroaches on a neighbor's property, may be trimmed or cut down and removed at the expense of the homeowner after proper notification. All trees planted by the homeowner must be trimmed by the homeowner so as not to present a hazard in hurricane emergencies. Trees planted in violation of the above guidelines and without approval may be removed at the homeowner's expense if the violation is not corrected. Shade trees are to be planted no closer than thirty (30') feet apart. Every tree or shrub must have a circle of at least thirty (30") inches in diameter around it to prevent damage from lawn mowers and whips. All plants should allow at least four (4') feet access for mowing equipment.
- 3.3.2. For insurance, safety and ecological reasons the following trees or plants may not be planted in Rainberry Bay: fruit trees, Black Olive, Acacia, Ficus, Rubber and Melaleucas of any variety, Coconut Palms and Spanish Bayonets or any other large thorny plant that may present a hazard. It is the responsibility of the homeowner to remove dropped fruit. In addition, species of plants that are prohibited by the City of Delray Beach Landscape Regulations shall not be planted in Rainberry Bay.
- 3.3.3. No non-diseased or largely undamaged tree may be removed without an approved Permit from the City of Delray Beach and approval of the ACB/ACC. Any trees removed shall be replaced as required by the City of Delray Beach Landscape Regulations. If a homeowner wishes to prune his own trees and shrubs he/she must post a red reflector marker on the mailbox post or fence or area of plantings that the homeowner commits to prune and maintain. Lawns will be cut and trimmed by the Association, but any permanent or miscellaneous plantings will then be the responsibility of the homeowner.

3.4 Plantings at Fences:

All plantings along fences, inside and out, must be maintained by the homeowner. Bougainvillea may not be grown as a vine on a wooden fence. Space must be left behind all plantings so that the fence and mailbox post may be painted or repaired. Notice will be given to the homeowner to cut down or remove invasive plantings. If clearance of these plants is not done by the homeowner, then the Association will do the work and charge the owner for all costs incurred. Plantings in the vicinity of fire hydrants shall conform to City regulations:

"Can I plant shrubbery around a fire hydrant so that it is not so visible?"

No. Only ground cover is allowed to grow near a fire hydrant. All other plants and obstructions must be at least 7'6" from the front and sides of a fire hydrant and at least 4' from the rear of a fire hydrant. ALL fire hydrants must have direct visibility and accessibility from the street."

3.5 Hedges:

Hedges planted near fences or buildings must be no closer than eighteen (18) inches from a

home or fence. They must provide clearance to paint or maintain fences. Trees or hedges that obstruct access for painting will be removed at the homeowner's expense, after proper notification. Any hedge that becomes overgrown and causes problems with adjoining units may be deemed a nuisance and removed at the homeowner's expense. Any cactus, hedge or planting that is considered a hazard must be removed. Hedges must conform to a uniform height of six (6') feet above grade. Perimeter hedges should conform to a uniform height of eight (8') feet above grade.

4. Separate Detached Buildings or Structures

4.1. ACB/ACC approval must be obtained for the installation of in-ground or other permanent swimming pools or spas (e.g., hot tubs) and any fences surrounding these in accordance with State and City Codes and Regulations. Any such work must have an approved Permit(s) in accordance with State and City Codes and Regulations.

4.2. ACB/ACC approval must be obtained for the installation of sheds or other stored items which is permitted by applicable law, including Florida Statute 720 as may be amended from time to time.

4.3. In accordance with Florida Statute 552.73(h), as may be amended from time to time, sheds are exempt from **some** Florida Building Code requirements:

4.3.1. "Sheds that are not designed for human habitation and that have a floor area of 720 square feet or less are not required to comply with the mandatory wind-borne-debris-impact standards of the Florida Building Code. In addition, such buildings that are 400 square feet or less and that are intended for use in conjunction with one- and two-family residences are not subject to the door height and width requirements of the Florida Building Code.

4.4. However, according to the Delray Beach Zoning and Land Development Regulations:

4.4.1. " ...sheds falling within the exemption outlined in Florida Statute section 553.73 (h) must still adhere to all other applicable Zoning regulations to ensure safety and compliance with local ordinances. This could be done through the regular permitting process."

4.4.2. Therefore, the ACB Request must provide a current marked up survey showing the proposed location of the shed or other stored item(s)

4.5. The ACB/ACC will not perform any inspections of the installation, location, or anchoring of any shed so the Owner will have the liability for any error of installation and any damage due to the installation.

4.5.1. In the event a City Permit is obtained, the city will perform inspections as they determine necessary.