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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTSFORRAINBERRY LAKE HOMES

THIS DECLARATION is made this 30th day of October 1979, by CAROLE SIEMENS, as Trustee, MELVIN I. MUROFF, as Trustee, and RSM DEVELOPERS & ASSOCIATES, LTD., which declares that the real property described in Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE IDEFINITIONS

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

- (a) "Homes Association" shall mean and refer to the RAINBERRY LAKE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not-for-profit, which is to be incorporated.
- (b) "The Properties" shall mean and refer to the property described on Schedule "A".
- (c) "Lot" shall mean and refer to any lot within The Properties and any lot shown upon any resubdivision of such property.
- (d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.
- (e) "Member" shall mean and refer to all those Owners who are members of the Homes Association as provided in Article III, Section 1 hereof.
- (f) "Developer" shall mean and refer to RSM DEVELOPERS & ASSOCIATES, LTD., a Florida limited partnership, together with its respective successors and assigns.
- (g) "Common Areas" shall mean and refer to Recreation Tracts described on Schedule C, as well as the lake, canal, open space, offstreet parking areas, private streets, sidewalks, right-of-way and entrance features, but excluding any public utility installations thereon.

ARTICLE IIPROPERTY SUBJECT TO THIS DECLARATION

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

(See Schedule "A" attached hereto)

This instrument prepared by: Stanley M. Katz, Esq.
711 N.W. 25th Avenue
Delray Beach, Florida 33445

WILL CALL - BROAD AND CASSEL (371)
110 East Atlantic Avenue
Delray Beach, Florida 33444

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Section 2. USE OF LAKE AND CANALS IN COMMON WITH OTHERS.

A portion of the Common Areas is a part of the Lake sometimes known as Rainberry Lake. Attached to this Declaration, as Exhibit I is a DECLARATION OF USE AND OBLIGATIONS OF RAINBERRY LAKE which governs the use and maintenance of Rainberry Lake, certain canals connecting to Rainberry Lake and certain parcels of land abutting Rainberry Lake and the canals. No lot owner shall own any portion of the lake or canals.

Section 3. USE OF CERTAIN COMMON AREAS (OTHER THAN LAKE AND CANALS) IN COMMON WITH OTHERS. Certain of the Common Areas described on Schedule "C" attached hereto, in addition to a portion of the entrance roads are used by Members of the Homes Association and by Members of the Villas of Rainberry Homeowners Association, Inc. The arrangement under which these facilities are owned and used in common are set forth in RECREATION AREA AGREEMENT, a copy of which is attached as Exhibit II.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in the properties shall be a member of the Homes Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a member of said association.

Section 2. VOTING RIGHTS. The Homes Association shall have two classes of voting membership:

Class A Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised by one such member as specified in the Articles of Incorporation of the Homes Association but in no event shall more than one vote be cast with respect to any such Lot.

Class B The Class B member shall be the Developer. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1; provided, however, that, notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Homes Association until such time as the Developer no longer holds the title to any portion of The Properties. If the Developer elects to bring other land under the provisions hereof in accordance with Article II, the right of Developer to elect a majority of the Board of Directors shall extend until the Developer no longer holds title to any portion of such future lands as may be brought under the provisions hereof (but in no event shall Developer control a majority of the Board of Directors for a period extending beyond eighteen (18) months after Developer has conveyed 85% of the lots located or to be located on the land described on Schedule "A").

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. OWNERSHIP. Fee simple title to the Common Areas covered by the Recreation Area Agreement (Exhibit II) herein referred to as "Recreation Areas", shall be conveyed in accordance with the Recreation Area Agreement on or before December 31, 1979, to the Homes Association and the Villas of Rainberry Homeowners Association, Inc., as tenants in common. Beginning upon the date this declaration is recorded, the Homes Association shall be responsible for its share of the cost of the maintenance of the Common Areas in a continuous and satisfactory manner without cost to the general tax payers of the City of Delray Beach, Florida and for the payment of its share of taxes assessed against the Common Areas and any improvements and any personal property thereon accruing from and after the date these covenants were recorded. Such taxes shall be prorated between Developer and the Homes Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Common Areas that Developer elects to build. All roads shown on the recorded plats of the Properties shall be conveyed to the Homes Association, except that the road described on Schedule R shall be conveyed to the Homes Association and the Villas of Rainberry Homeowners Association, Inc., as tenants in common.

Section 2. MEMBERS' EASEMENTS. Each member of the Homes Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for the use of all Common Areas in common with Members of the Villas of Rainberry Homeowners Association, Inc., and in common with all other members of the Homes Association, their tenants, agents and invitees, subject to the following:

- (a) The right and duty of the Homes Association to levy assessments against each Lot for the purpose of paying its share of the cost of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Properties from time to time recorded.
- (b) The right of the Homes Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period determined by the Board of Directors of the Homes Association, or by the governing authorities established by Exhibits I or II, for each infraction of its lawfully adopted and published rules and regulations.
- (c) The right of the Homes Association or the governing authorities established by Exhibits I and II to charge a reasonable admission and other fees for the use of any recreational facility situated on the Common Areas. There will be no such charge during the period the Developer controls the Association.
- (d) The right of the Homes Association or the governing authorities established by Exhibits I and II to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities (including boat docks) at any time situated thereon.

The right of an Owner granted by this declaration to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to regulations referred to above. The Owner of any lot which fronts on the Lake is hereby given an easement to construct, maintain and use (with an obligation to maintain same pursuant to the regulations of the Governing Authority established by Exhibit I or Architectural Control Board) a limited area adjacent to the Lot for purposes of a boat dock, the limited area to be as specified by the Developer. To the extent that any seawall extends or is located beyond the property line of a lot separating such a lot from a canal, said lot owner is hereby given an easement to erect a boat dock upon such seawall, the size and location of which shall be subject to the approval of the Developer and the Architectural Control Board or other governing board established by Exhibit I. If the Developer elects to utilize the seawall to be located at the north end of the canal which is to be located immediately south of the 80 acre parcel referred to in Section 2 of Article II for boat docks, then the lot owners which have the exclusive right to use such boat docks, are hereby given an easement of access along the property immediately north of said seawall and boat dock, but such easement shall be merely used for egress and ingress by people and no boat shall be brought to or from such dock across said easement area.

Section 3. EASEMENT APPURTENANT. The easement provided in Section 2 shall be appurtenant to and shall pass with the title to each lot.

Section 4. MAINTENANCE. The governing authorities established by Exhibits I and II shall at all times maintain in good repair, and shall replace as often as necessary, all improvements situated in the Common Areas as required in Exhibits I and II. Maintenance of all other Common Areas and improvements situated thereon shall be performed by the Homes Association. Maintenance of the street lighting fixtures shall include payment for electricity consumed in the illumination of such lights. The Homes Association shall also be responsible for the maintenance, operation, repair and replacement of the sprinkler system which services the Properties. All work pursuant to this Section and all other expenses hereunder which are to be paid for by the Homes Association shall be collected from Members by assessments imposed in accordance with the Declaration. However, the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Homes Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

The cost of maintaining boat docking facilities shall not be part of the assessment levied upon all Members of the Homes Association. In addition to the above mentioned assessments, an additional special assessment may be levied against all of the owners of any lot which contains a seawall (or a portion thereof), or any lot having a seawall at the property line or otherwise separating the lot from a canal and such special assessment shall be charged against the owner of said lot in proportion to the number of linear feet of seawall.

on (or adjoining) the property of said owner as same relates to the total number of linear feet of seawall erected in the entire Rainberry Lake Development. Such special assessment shall be used solely for the maintenance, repair and replacement, if necessary, of any seawall in said development, and the charge to any one lot owner shall be in the proportion mentioned above regardless of the amount of maintenance, repair or replacement necessary to the individual's seawall (unless such repair or replacement is made necessary by the negligence of such lot owner, in which event such lot owner shall be solely responsible for such maintenance, repairs or replacement). In the event there is any portion of the seawall that is not part of any lot or is not located adjacent to a lot or between such lot and a canal, then the maintenance, repair or replacement of such seawall shall be shared by all of the lot owners in the same manner as any other assessment is levied for maintenance of a common area (i.e. shared equally by all lot owners), except that if a portion of such seawall that is not on a lot or adjacent to a lot or separating said lot from a canal, and same is used for docking privileges, then the owners of lots which have the exclusive use of such portion of a seawall for docking privileges shall share in any special assessment for the maintenance, repair or replacement of the seawall based on the linear feet of seawall allocated to said dock by Developer. The cost of maintaining any boat docking facility shall be apportioned by each individual homeowner on whose lot the docking facility exists. However, in the event the maintenance of such docking facility is not in accordance with the rules established by the Homes Association, or the governing authority established by Exhibit I, then the Homes Association or such governing authority shall have the right to maintain, repair or replace any such docking facility and assess the homeowner involved for the cost of same.

Section 5. MAINTENANCE BY CITY OF DELRAY BEACH. In the event the Homes Association fails properly to maintain the Common Areas or any portion thereof in a reasonable manner, the City of Delray Beach, or other governmental agency having jurisdiction (city) shall have the right, but not the obligation, to undertake such maintenance, repair or replacement as may be reasonably necessary. The judgement of the City as to whether or not the standard of maintenance called for in this paragraph is being met shall be final. The Right of the City shall not become effective, however, unless written notice shall first be given to the Association of the details of the intended maintenance, repairs or replacements to be undertaken by the City, and thirty (30) days shall elapse after the giving of such notice. If during such thirty (30) day notice the Association shall commence and diligently pursue the completion of such maintenance, repair or replacement, then the rights of the City shall not become effective.

In the event the City shall expend any money in maintaining, repairing or replacing any part of the Common Area pursuant to the right given to the City herein, then the City shall have the right to assess all the Owners for such expenditures in the same manner as the Association would have had, except that the City shall not be subject to any monetary limit established herein. Any such assessment levied by the City shall be subject to collection by the City by any of the remedies given to the Association for collection of assessments, and such assessments shall be a lien on all the land affected by this Declaration, proportionately allocated to each Owner. The lien shall secure costs of collection and a reasonable attorney fee.

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Section 6. UTILITY EASEMENTS. Public utilities may be installed underground in the Common Areas when necessary for the service of The Properties, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

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

Section 8. CABLE TELEVISION EASEMENTS. The Homes Association and/or any private cable television company selected by the Developer is hereby granted an easement within the public utility areas for the installation, maintenance, repair and replacement of such facilities and equipment.

ARTICLE V

HOMES ASSOCIATION - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF THE ASSESSMENTS. The Developer, for each Lot owned by it within The Properties hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed, in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Homes Association assessments for maintenance as provided in Section 3 hereof; and assessments for the maintenance of the Common Areas as provided in Article IV hereof, including such reasonable reserves as may be deemed necessary or desirable; and special assessments as provided herein, such assessments to be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The assessments of the Homes Association, both regular and special shall be imposed equally on all lots except as otherwise specifically set forth herein.

Section 2. PURPOSE OF ASSESSMENTS, SPECIAL ASSESSMENTS. The assessments levied by the Homes Association shall be used exclusively for exterior maintenance as provided in Section 3 hereof, for maintenance of the Common Areas and in accordance with Exhibits I and II hereof, and/or to promote the health, safety, welfare and recreational opportunities of the Members of the Homes Association and their families residing with them, their guests and tenants. Funds necessary for capital improvements relating to the Common Areas may be levied as special assessments by the Homes Association in accordance with Exhibits I and II hereof, or upon approval of a majority of the Board of Directors of the Homes Association and upon approval of a two-thirds favorable vote of Members voting at a meeting or by ballot as may be provided in the by-laws of the Homes Association.

Section 3. EXTERIOR MAINTENANCE. The Homes Association shall provide exterior maintenance for each building within The Properties as follows: Paint, repair, and care for exterior building surfaces (other than windows and screening) and fences. In addition to exterior maintenance referred to in the preceding sentence, the Homes Association shall be obligated to maintain the landscaping,

trees, shrubs, grass, sprinkler heads, walks, drives and parking places and other exterior improvements situated on each Lot and such expenses may be apportioned on a flat overall charge against all Lots subject to assessment by the Homes Association. The obligations of the Homes Association as described herein shall extend only to those buildings, fences, shrubs, etc. as were originally installed by the Developer, but such association may, at its option, provide exterior maintenance on Owner-installed improvements, fences, shrubs, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. The Board of Directors of the Homes Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessment for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Nothing contained herein shall obligate the Homes Association to make repairs or replacements of improvements on any lot damaged by fire, windstorm, hail or other casualty. The Homes Association shall not be obligated to repair any mechanical equipment (e.g., air-conditioning units) which is part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. It is the intention hereof that the Homes Association shall perform only routine maintenance as described in this Section 3 and the Homes Association shall not be responsible for maintenance expense caused by a homeowner's negligence on such homeowner's property.

Section 4. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS;
DUE DATES. The annual assessments provided for herein shall commence on the first day of the month next following the recordation of these covenants.

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

The amount of the annual assessment shall be \$681.00 per Patio Home Lot, payable in monthly installments of \$56.75, until the amount of the assessment is changed by action of said Board of Directors. Until all the recreation facilities are complete, the Developer shall have the right to reduce such assessment. The assessment amount may be changed at any time by said Board from that originally stipulated herein or from any other assessment that is in the future adopted. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

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

Section 5. DUTIES OF THE BOARD OF DIRECTORS. Except for the initial assessment specified in Section 4, the Board of Directors of the Homes Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the association's jurisdiction for each assessment period at least 30 days in advance of such date or period, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

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

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

Section 6. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION. If the assessments are not paid on the date when due (being the date specified in Section 4 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Notwithstanding the preceding sentence, any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such lot.

If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date when due at the maximum legal rate chargeable to individuals per annum and the Homes Association may bring an action at law against the owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid or may foreclose the lien against the property on which the assessment is unpaid, or may pursue one or more of such remedies at the same time or successively and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Homes Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

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

Section 7. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessment provided for in this Article V shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject

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to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 7, shall be deemed to be an assessment divided among payable by, and a lien against all Lots subject to assessment by the assessing association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place, the amount of assessment applicable to any one lot to be determined by using the same formula set forth in Section 4 of this Article, as same may be modified pursuant thereto.

Section 8. ACCESS AT REASONABLE HOURS. For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work permitted under Section 3 of this Article, the Homes Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday. In the event of an emergency, such right of entry shall exist without notice and on any day, including Sunday.

Section 9. EFFECT ON DEVELOPER. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Homes Association. Developer may at any time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Homes Association.

Section 10. TRUST FUNDS. The portion of all regular assessments collected by the Homes Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Homes Association in trust for the Owners of all Lots, as their interests may appear.

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS

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

Section 2. LAND USE. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots, and/or sales and administrative offices as well as uses connected with construction and completion of the development, shall be permitted until Developer has sold all Lots.

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

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Section 4. BUILDING LOCATION. Buildings shall be located in conformance with the Zoning Code of the City of Delray Beach, Florida, and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. EASEMENTS. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plats of The Properties. Within these easements indicated by dashed lines on the plats, no structure, planting or other material may be placed or permitted to remain that will interfere with the egress or ingress over same or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot (or by the Homes Association, as may be provided elsewhere) except for the installations for which a public authority or utility company is responsible. Public utility companies servicing The Properties, and Developer, shall have a perpetual easement for the installation and maintenance, of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, and television cables and conduits under and through the utility easements as shown on the plats and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivisions, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground. The Association shall have the right to use water from the lake or canals for lawn sprinkling systems.

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

Section 7. TEMPORARY STRUCTURES. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any lot either temporarily or permanently except as permitted in Section 2 of this Article. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any house or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used, except that gas containers above ground may be used in connection with gas barbecues. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the Architectural Control Board referred to in Section 12 hereof.

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

Section 9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

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Section 10. PETS, LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, subject to rules and regulations of the Homes Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within The Properties except in locations designated by the Homes Association in its rules and regulations.

Section 11. VISIBILITY AT INTERSECTIONS. No obstructions to visibility at street intersections or Access Area intersections shall be permitted.

Section 12. ARCHITECTURAL CONTROL. No building, wall, fence or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board named below. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Board is composed of: Morton V. Elish, Richard Siemens and Stanley M. Katz and until changed the address of said Board is 707 Rainberry Lake Drive, Delray Beach, Florida 33445. A Majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have the full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant. When all residential dwelling units proposed by the Developer to be constructed within The Properties, the members of the Architectural Control Board shall be designated by the directors of the Homes Association.

Section 13. EXTERIOR APPEARANCE AND LANDSCAPING. The paint, coating, stain and other exterior finishing colors on all buildings, seawall or boat dock shall be maintained in accordance with the provisions of this Declaration without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with this Declaration as originally installed by Developer, unless the prior approval for any substantial change is obtained from the Architectural Control Board. Aluminium foil may not be placed on windows or glass doors.

Section 14. COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOATS. No trucks or commercial vehicles, campers, mobile homes, motor homes, vans, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any

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place on any lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages or behind patio walls if not visible from the street or adjoining lot or a common area. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. No auto or other vehicle repair work shall be performed on any Lot or Common Area, except in case of emergency. No disabled vehicle shall be left on any Lot or Common Area for more than 24 hours. If Developer shall elect to include a storage area for such vehicles within The Properties, all such vehicles, boats, etc., must be stored within such area or within the garage located on a Lot.

Section 15. FENCES. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer and except any approved by the Architectural Control Board as above provided.

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

Section 17. DRYING AREAS. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other lot or street or Common Area. Drying areas will be permitted only in locations approved by the Architectural Control Board and only when protected from view by screening or fencing approved by the Board.

Section 18. GARAGE DOORS, ATHLETIC EQUIPMENT, CARRIAGES, BIKES, ETC. Garage doors shall be left in a closed position at all times except when a vehicle is to enter or exit from the garage. Bikes, carriages and other toys or similar equipment shall be stored in the garage or other area not in view from the street. No basketball hoop or other athletic equipment shall be installed in front of any residence. No television or radio antenna may be installed on the exterior of any residence.

ARTICLE VII

PARTY WALLS

Section 1. GENERAL. Each wall built as part of the original construction of any semi-attached dwelling upon The Properties and placed on the dividing line between the Lots thereof shall constitute a party wall, and each owner shall own that portion of the wall which stands on his own Lot, with a cross-easement of support in the other portion.

Section 2. SHARING OF REPAIRING MAINTENANCE. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore the same, but no greater dimension of said party wall, or of any extension, or restoration, thereof, shall be placed upon the land of the other Owner not extending, constructing, or restoring, said party wall beyond that existing

B3176 P0872

prior to such fire or other casualty, without the written consent of the latter first obtained; no part of any addition to the dimensions of said party wall, or of any extension thereof already built, that may be made by any of said Owners, or by those claiming under them respectively, shall be placed upon the land of the other Owner, without the written consent of the latter first obtained. If the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution for the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

Section 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article VII shall be appurtenant to the land and shall pass to such Owner's successors in title.

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

ARTICLE VIII

GENERAL PROVISIONS

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

Section 2. NOTICE. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board.

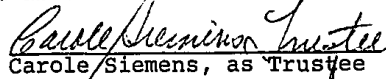
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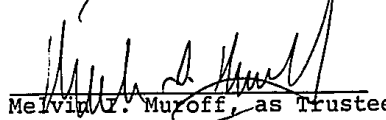
Section 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. AMENDMENT. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instruments executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) by Owners holding not less than two-thirds vote of the membership in the Homes Association, provided that so long as the Developer is the owner of at least ten (10) Lots affected by this Declaration the Developer's consent must be obtained. Notwithstanding the foregoing provisions, no amendment affecting any provision hereof which was required by the Ordinances of the City of Delray Beach shall be effective without the written consent of the City of Delray Beach.

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

EXECUTED as of the date first above written.

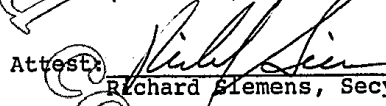

Carole Siemens, as Trustee

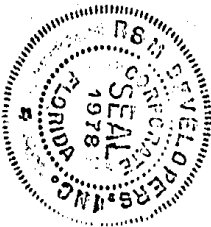

Melvin I. Muroff, as Trustee

○ RSM DEVELOPERS & ASSOCIATES, LTD.
a Florida Corporation

BY RSM DEVELOPERS INC.


Morton V. Elish, President

Attest: 
Richard Siemens, Secy.



STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CAROLE SIEMENS to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of October, 1979.


Notary Public

Notary Public, State of Florida
My Commission Expires
MARCH 9, 1981 BONDED BY
AUTO OWNERS INSURANCE CO.

B3176 P0874

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MELVIN I. MUROFF to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of November, 1979.

George D. Nash
Notary Public

Notary Public, State of Florida
at Large. My Commission Expires
MARCH 9, 1981. BONDED BY
AUTO OWNERS INSURANCE CO.

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

The foregoing instrument was acknowledged before me this 31st day of October, 1979, by MORTON V. ELLISH, President of RSM DEVELOPERS, INC., a Florida Corporation, on behalf of the corporation, which corporation executed said instrument as General Partner of RSM DEVELOPERS & ASSOCIATES, LTD., a limited partnership.

*for Richard Siemens,
Secretary
of RSM.*

George D. Nash
Notary Public

Notary Public, State of Florida
at Large. My Commission Expires
MARCH 9, 1981. BONDED BY
AUTO OWNERS INSURANCE CO.

SCHEDULE "A"

B3176 P0875

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR

RAINBERRY LAKES HOMES

A PORTION OF LAND LYING IN THE EAST ONE-HALF OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE S 0°23'58"E ALONG THE EAST LINE OF SAID SECTION 7, FOR 110.00 FEET; THENCE N 89°55'47"W FOR 53.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CONGRESS AVENUE AS NOW LAID OUT AND USED; THENCE S 0°23'58"E ALONG THE WESTERLY RIGHT-OF-WAY OF CONGRESS AVENUE AS LAID OUT AND NOW IN USE FOR 1112.16 FEET TO A POINT OF CURVATURE; THENCE 980.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3766.80 FEET AND A CENTRAL ANGLE OF 14°54'38" TO THE SOUTHEAST CORNER OF THE PINES OF DELRAY NORTH - SECTION 1 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGES 145 AND 146 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, AND SAID CORNER BEING THE POINT OF BEGINNING OF THE FOLLOWING PARCEL OF LAND; THENCE DEPARTING FROM SAID RIGHT-OF-WAY ON A NON-RADIAL LINE ALONG THE SOUTH BOUNDARY OF SAID PLAT OF THE PINES OF DELRAY NORTH N 89°55'47"W A DISTANCE OF 1591.00 FEET TO THE SOUTH-WEST CORNER OF SAID PLAT OF THE PINES OF DELRAY NORTH; THENCE S 01°46'26"W A DISTANCE OF 944.96 FEET; THENCE S 00°01'25"E A DISTANCE OF 683.34 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LAKE IDA ROAD, AN 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE; THENCE N 89°58'40"E ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID LAKE IDA ROAD A DISTANCE OF 249.36 FEET TO A POINT OF CURVATURE; THENCE 436.69 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1649.66 FEET AND A CENTRAL ANGLE OF 18°10'01"; THENCE DEPARTING FROM THE NORTHERLY RIGHT-OF-WAY OF SAID LAKE IDA ROAD ON A NON-RADIAL LINE BEARING N 18°39'42"E A DISTANCE OF 781.84 FEET; THENCE N 89°59'17"E A DISTANCE OF 381.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID CONGRESS AVENUE; THENCE N 18°39'42"E ALONG SAID RIGHT-OF-WAY LINE 718.60 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 272.88 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3766.80 FEET AND A CENTRAL ANGLE OF 04°09'02" TO THE POINT OF BEGINNING.

. DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RAINBERRY LAKES HOMES

SCHEDULE C

LEGAL DESCRIPTIONOF COMMON AREAS

Recreation Area Tract "K" Rainberry Lake Phase IV-A according to the Plat thereof as recorded in Plat Book 38, at Pages 110-111 of the Public Records of Palm Beach County, Florida; and

Recreation Tracts "A" and "B" Rainberry Lake Phase 2, according to the Plat thereof as recorded in Plat Book 37, at Pages 94 and 95, of the Public Records of Palm Beach County, Florida; and

Recreation Tract "C" Rainberry Lake Phase 2, according to the Plat thereof as recorded in Plat Book 37, at Pages 94 and 95, of the Public Records of Palm Beach County, Florida.

LESS AND EXCEPT the following described parcel:

From a Point of Reference being the Southwest Corner of the aforementioned Plat of Rainberry Lake; thence N 00°04'13"E along the Westerly line of aforementioned Plat a distance of 263.41 feet to the point of beginning; thence continue N 00°04'13"E, a distance of 42.43 feet to the Southwesterly corner of Lot 15 of aforementioned Plat; thence S 67°08'03"E, a distance of 109.50 feet to the Southeasterly corner of said Lot 15; thence N 89°55'47"W, a distance of 100.95 feet to the Point of Beginning.

Parcel containing 0.05 acres more or less,

and

Recreation Area Tract "J" Rainberry Lake Phase III-A according to the Plat thereof to be recorded in the Public Records of Palm Beach County, Florida;

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS s87916

FOR RAINBERRY LAKE HOMES

EXHIBIT I.DECLARATION OF USE AND OBLIGATIONS

-of-

RAINBERRY LAKE

THIS DECLARATION made this 16 day of October 1979, between the PINES OF DELRAY NORTH ASSOCIATION, INC., a Florida non-profit corporation, hereinafter referred to as the "Pines", and all of the owners (other than owners of condominium units of the Pines of Delray North Condominium) of the property described on Exhibit "A" attached hereto, all of which owners are listed on Exhibit "B" attached hereto.

1. The Pines (on behalf of itself and all of the condominium units owners of the Pines of Delray North, a condominium), with respect to the property described on Exhibit "C", as well as all of the other owners of property described in Exhibit "A", do hereby declare and agree that all of the property described in Exhibit "A" and Exhibit "C" shall be subject to the obligations of this Declaration and shall be entitled to the benefits created hereby.

2. The Lake area located within the property described on Exhibit "A" and Exhibit "C" shall hereinafter be referred to as "Rainberry Lake" or the "Lake". Rainberry Lake, as presently constituted, shall not be reduced in size, nor shall the perimeter thereof be modified in any substantial manner, other than (a) by the creation of canals connecting into the said Lake, (b) filling in the area at the north end for purposes of constructing and maintaining the control gate (sometimes herein referred to as the "lock connection") connecting the Lake to the Lake Worth Drainage District

This instrument prepared by:
Stanley M. Katz, Esq.
711 N.W. 25th Avenue
Delray Beach, Florida 33445

Canal L-30, and (c) filling in an area at the south end to be used for a recreation area for members of Rainberry and Centex Association.

3. Every owner of a lot on the property described on Exhibit "A" as well as any unit owner of a condominium of the Pines of Delray North, a condominium, shall have the right to use the Lake area, provided legal access thereto is obtained by any such property or unit owner, subject, however, to the rules and regulations established hereby and subject to the obligations contained herein. The land adjoining the Lake shall belong exclusively to the adjoining land owner and shall not be used for egress or ingress by anyone, except by specific permission from the said adjoining land owner. With respect to the land frontage which is part of the Pines of Delray North condominium, same shall be subject to the rules and regulations hereof as well as the rules and regulations established by the Pines.

4. All of the parties hereto do hereby agree to share in the cost of maintaining the Lake and the lock connection between the Lake and the Lake Worth Drainage District Canal L-30 located at the north end of the Lake. The said costs shall be shared as follows:

Pines	25%
Rainberry Lake Homeowners Association, Inc.	25%
Centex Homeowners Association	50%

All land owners located west of the center line of Rainberry Lake and east of Davis Road, north of Lake Ida Road and south of said

s87916-29

Lake Worth Drainage District Canal L-30 (excluding any area which shall be designated as a common area or for egress and ingress on any filed plat affecting such land) shall be obligated to be a member of the non-profit homeowners association formed by the developer of such land,

("Centex Association" or "Centex"), and all land owners located east of the Lake and south of the Pines shall be obligated to be a member of Rainberry Lake Homes Association, Inc. ("Rainberry"). An account shall be opened by the Governing Board for the purpose of collecting funds to be used for paying for the said maintenance costs. The account shall be in the name of the three Associations and shall require the signature of one of the members of the Governing Board designated by Centex and one of the members of the Governing Board designated by either Pines or Rainberry. All members of the Governing Board will be authorized signatories. The Governing Board shall decide whether payments to the said account will be required to be made by each Association annually or more frequently and the said Board shall also decide what the initial amount to be deposited in the account, shall be, and when same shall be made.

5. The Governing Board of the Lake shall be appointed as follows:

Pines	1 member
Rainberry	1 member
Centex Association	2 members

Each member of said Governing Board must be an owner of a lot or a condominium unit affected by this Declaration or an officer of Pines, Rainberry or Centex Association. The Governors are to be

appointed by the respective Associations. Said Governing Board shall have full responsibility for the operation and control of the Lake as contemplated hereby and shall promulgate rules and regulations for the use of the Lake in general, as well as for the use of the Lake by guests, and shall prepare an operating budget at least once each year to cover all of the expenses contemplated hereby, which budget shall be payable by each Association in the percentages mentioned in Paragraph 4. Each Association shall be responsible for collecting same from the individual members of such Association. While the Governing Board of the Lake is not to be a separate incorporated association, the Governing Board is hereby given the right, provided they first obtain the consent of each of the Associations, to form themselves into a corporation so long as the purposes and powers of the corporation are in conformance with this Agreement. All actions taken by the Governing Board shall be by a majority of the Board except as otherwise set forth herein.

6. No land owner or condominium unit owner nor any association may avoid or otherwise escape liability for the moneys payable hereunder by the non-use of the Lake or by the abandonment of any rights herein.

7. Pines and each owner of any land located on Exhibit "A" is hereby granted the right to use the water in the Lake for purposes of drainage (to the extent same is legally permissible) and for lawn sprinkling, provided access to the Lake is obtained by such land owner through legal means.

The following rules and regulations shall apply until modified as permitted herein:

(a) Use of the Lake is permitted only from 7 A.M. until midnight seven (7) days per week;

(b) Children under the age of sixteen shall not use a motorized boat on the Lake unless accompanied by a person at least sixteen years of age;

(c) All persons using the Lake do so at their own risk;

(d) The control lock to be located at the north end of the Lake where same connects with the Lake Worth Drainage District L-30 will be operated by a device issued by the Associations, such as a key or a magnetic card. The operation of the control lock is subject to the regulations of the South Florida Water Management District and the Lake Worth Drainage District. One key or magnetic card (or other type of opening device) will be issued to each member having rights to use the lake and same is not to be duplicated without the written permission from the Association to which said member belongs;

(e) No boat shall be left in a stationary position for more than fifteen minutes in any area customarily used for cruising; no boat shall be docked anywhere other than at a permanent dock authorized hereby;

(f) No refuse of any kind is to be discharged into the Lake;

(g) Size of boat not to exceed 19 feet in length;

(h) The speed limit on the Lake shall be five miles per hour and the speed limit in a canal shall be the maximum speed

which will not cause a wake;

(i) No boat shall cause or permit any oil or gas spills;

(j) No water skiing shall be permitted anywhere on the Lake;

(k) Each Association shall be responsible for the actions of its members.

Said rules and regulations may be amended or supplemented by 75% of the Governing Board.

8. This Declaration and the obligations herein, as well as the rights herein, shall be binding upon and shall be for the benefit of the parties hereto, their heirs, successors and assigns, and shall bind each and every land owner or condominium unit owner located within the land described on Exhibit "A" and on Exhibit "C", for a period of seventy-five years from the date of the execution of this Agreement. Thereafter, 75% of the Governing Board of the Lake shall have the right to extend the term of this Declaration for three twenty-five year extension periods. 100% of Governing Board is hereby given the right to amend this Declaration.

9. An architectural review committee consisting of three, to be designated by the members of the Governing Board of the Lake, to be composed of one member of the Pines and one member of the Rainberry Association and one member of the Centex Association is hereby granted the power and authority to control the appearance of any dock or other similar structure which may hereafter be erected on the land immediately adjoining and surrounding Rainberry Lake.

No such dock or other similar structure may be erected or maintained, nor shall any addition or alteration thereof be made which would change the exterior appearance thereof unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing, as to harmony of exterior design. Plans and specifications for final approval shall include the following: Front elevation (front elevation meaning the side facing the Lake) and both side elevations; data as to materials, color and texture. Any dock referred to herein must be placed either at an edge of a canal, or on land owned, or in the area of an easement granted by the following sentence. The owner of any land is hereby granted an easement to install and maintain a dock beyond such property owner's land extending two feet into an adjoining canal and extending into the Lake so that the edge of the dock which is furthest from the owner's land is where the depth of the Lake does not exceed two feet (when the mean water level is eight feet above sea level). Any dock installed above a canal shall not protrude more than two feet beyond the sea wall cap. Any dock installed on the Lake shall not extend beyond the area where the depth of the Lake does not exceed two feet (when the mean water level is eight feet above sea level). In the event the mean water level varies from year to year, if a dock was in accordance with the depth requirements of this Declaration when installed, same may remain where originally installed. No dock shall exceed four feet by twelve feet in size. In the event the committee shall fail to approve or disapprove such plans and specifications within thirty days after submission of the plans, to them, then

such approval will not be required but all other conditions and restrictions contained herein shall remain in force. Request for approval of the architectural review committee shall be submitted in writing with a copy addressed to the architectural review committee, ^{to} each Association. The architectural review committee shall have the right to require an owner of a dock to repair a dock if the appearance thereof has reached the state of being unsightly in the opinion of the architectural review committee, and in the event of the failure on the part of any such owner to make such repair, then the architectural review committee and/or any Association referred to herein shall have the authorization to make such repair and charge the owner for same. In the event any owner fails to pay for the cost of any such repair made by the architectural review committee or the association within ten days after the demand for same, such owner hereby agrees that his property shall be subject to a lien to secure the repayment of same. Any such lien, however, shall be subject and subordinate to any "institutional first mortgage" (as such term is commonly defined in the Palm Beach County area) of record as of the date of the filing of the lien authorized by this paragraph.

10. Invalidation of any portion of this Declaration by judgment or Court order shall in no wise affect any other provision hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their

hands and seals the day and year first above written.

In the presence of:

PINES OF DELRAY NORTH ASSOCIATION, INC.

By

Pres.

LAKESBERRY DEVELOPERS, INC.

By

Pres.

In the presence of:

Melvin I. Muroff, Individually and
as Trustee

Gloria Muroff

RSM DEVELOPERS & ASSOCIATES, LTD.
a Florida Corporation

By RSM DEVELOPERS, INC.

By:

Morton W. Ellish, Pres.
Richard C. Ellish

Carole Siemens, Individually
and as Trustee

STATE OF FLORIDA)
COUNTY OF *Palmer Beach*; ss.:

Robert A. Chappell as *President* of PINES OF DELRAY NOTH ASSOCIATION, INC., a Florida corporation, to me well known, who acknowledged to and before me that he executed the foregoing agreement for the purposes therein described.

Barbara M. McCalla
Notary Public, State of
Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 31 1982
BONDED THRU GENERAL INS UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF *DADE* : ss.:

PAUL STEIN as *PRESIDENT* OF LAKESBERRY DEVELOPERS, INC., a Florida corporation, to me well known, who acknowledged to and before me that he executed the foregoing agreement for the purposes therein described.

Dated this Oct. 16, 1979.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires August 21, 1983
Bonded thru Maynard Bonding Agency

Barbara M. McCalla
Notary Public, State of
Florida at Large

STATE OF FLORIDA)
COUNTY OF *Dade* : ss.:

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared MELVIN I. MUROFF, Individually and as Trustee, ~~joined by his wife, ROSA MUROFF~~, to me known to be the persons described in and who executed the foregoing instrument and ~~they~~ acknowledged before me that ~~they~~ executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this *16th* day of *October*, 1979.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires August 21, 1983
Bonded thru Maynard Bonding Agency

Barbara M. McCalla
Notary Public, State of
Florida at Large

STATE OF FLORIDA)
COUNTY OF *Dade*) : ss.:

The foregoing instrument was acknowledged before me this 22 day of October, 1979, by Richard Siemens, Vice Pres. of RSM DEVELOPERS, INC., a Florida corporation, on behalf of the corporation, which corporation executed said instrument as General Partner of RSM DEVELOPERS & ASSOCIATES, LTD., a limited partnership.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires August 21, 1983
Bonded thru Maynard Bonding Agency

Maureen Cooper
Notary Public, State of
Florida at Large

STATE OF FLORIDA)
COUNTY OF Dade : ss.:

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CAROLE SIEMENS, Individually and as Trustee, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State
last aforesaid this 16th day of October, 1979.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires August 21, 1993
Bonded thru Maynard Bonding Agency

Notary Public, State of
Florida at Large

DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR RAINBERRY LAKE HOMESEXHIBIT "A"

ALL that portion of the East half of Section 7, Township 46 South, Range 43 East, lying West of the Westerly right-of-way of Congress Avenue as laid out and now in use, and North of the Northerly right-of-way of Lake Ida Road as shown on Plat of Delray Shores, Sheets 1 and 2, as recorded in Plat Book 24, pages 232 and 233, Public Records of Palm Beach, Florida, LESS the right-of-way of Lake Worth drainage district lateral canal #30 and LESS the west 40 feet for the Davis Road Right-of-way.

LESS:

A portion of the East One-Half (E 1/2) of Section 7, Township 46 South, Range 43 East, more particularly described as follows:

Commencing at the Northeast corner of said Section 7; thence N 89°54'30" W for 53.00 feet along the North line of said Section 7 to a point; thence S 0°23'20" E for 1222.21 feet along the Westerly right-of-way line of Congress Avenue as laid out and now in use to a point of curvature of a curve concave to the West; thence Southwesterly for 1253.23 feet along said Westerly right-of-way line and along the arc of said curve having for its elements a radius of 3766.80 feet and a central angle of 19°03'45" to a point of tangency; thence S 18°40'25" W for 718.02 feet along said Westerly right-of-way line to the POINT OF BEGINNING, thence continue S 18°40'25" W for 920.45 feet, along said Westerly right-of-way line to a point of intersection with the Northerly right-of-way line of Lake Ida Road as shown on the Plat of DELRAY SHORES according to the plat thereof recorded in Plat Book 24, Page 233 of the Public Records of Palm Beach County, Florida thence N 64°09'50" W for 54.16 feet along said Northerly right-of-way line to a point of curvature of a curve concave to the Southwest; thence Northwesterly for 307.80 feet along said Northerly right-of-way line and along the arc of said curve having for its elements a radius of 1649.66 feet, a central angle of 10°41'26" and a chord bearing of N 69°29'18" West to a point; thence N 18°40'25" E for 781.96 feet to a point; thence East for 381.00 feet to the Point of Beginning; containing an area of 7.00 acres more or less.

and LESS:

A parcel of land in the NE¼ of Section 7, Township 46 South, Range 43 East, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Section 7; thence run South 0° 23' 20" East (on an assumed bearing) 90 feet along the East line of said NE¼ of Section 7, to an intersection with the Southerly right of way line of the Lake Worth Drainage District Canal L-30; thence run North 89° 54' 30" West 1688.97 feet along said Southerly right of way line; thence run South 1° 50' 30" West 1253.60 feet, to the Point of Beginning; thence continue South 1° 50' 30" West 849.81 feet; thence run South 89° 54' 30" East 1591 feet, to a point of intersection with the arc of a curve running

DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR RAINBERRY LAKE HOMESEXHIBIT "A"

(continued)

Northwesterly to the left, a radial said point bearing North 75° 28' 42" West, thence along the arc of said curve to the left, (also forming the westerly right of way line of Congress Avenue as now located and constructed), having a radius of 3766.80 feet and a central angle of 13° 37' 04" run Northeasterly 895.27 feet; thence run South 89° 36' 40" West 268.09 feet; thence run South 19° 01' 56" East 1.47 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 200 feet and a central angle of 24° , run Southerly 83.78 feet, to a point of tangency; thence run South 4° 58' 04" West 28.76 feet along the tangent extended; thence run North 85° 01' 56" West 246.43 feet; thence run South 65° 35' 30" West 100.10 feet; thence run North 24° 24' 30" West 45.62 feet; thence run North 89° 54' 30" West 120 feet; thence run North 0° 05' 30" East 38 feet; thence run North 89° 54' 30" West 262.28 feet; thence run South 18° 35' 30" West 40.07 feet; thence run North 89° 54' 30" West 90 feet; thence run North 0° 05' 30" East 42 feet; thence run North 89° 54' 30" West 170 feet; thence run North 0° 05' 30" East 16 feet; thence run North 89° 54' 30" West 413.23 feet, to the Point of Beginning.

Said lands situate in the City of Delray Beach, Palm Beach County, Florida and containing 31.388 acres, more or less.

and LESS:

ALL of the Pines of Delray North, Section 2, according to the Plat thereof, recorded in Plat Book 38, Page 17, of the Public Records of Palm Beach County, Florida.

DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR RAINBERRY LAKE HOMES

EXHIBIT "B"

LAKESBERRY DEVELOPERS, INC.
MELVIN I. MUROFF, as Trustee
RSM DEVELOPERS & ASSOCIATES, LTD.
CAROLE SIEMENS, as Trustee

This is not a certified copy

DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR RAINBERRY LAKE HOMES

EXHIBIT "C"

A parcel of land in the NE $\frac{1}{4}$ of Section 7, Township 46 South, Range 43 East, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Section 7; thence run South 0° 23' 20" East (on an assumed bearing) 90 feet along the East line of said NE $\frac{1}{4}$ of Section 7, to an intersection with the Southerly right of way line of the Lake Worth Drainage District Canal L-30; thence run North 89° 54' 30" West 1688.97 feet along said Southerly right of way line; thence run South 1° 50' 30" West 1253.60 feet to the Point of Beginning; thence continue South 1° 50' 30" West 849.81 feet; thence run South 89° 54' 30" East 1591 feet, to a point of intersection with the arc of a curve running Northwesterly to the left, a radial said point bearing North 75° 28' 42" West; thence along the arc of said curve to the left, (also forming the Westerly right of way line of Congress Avenue as now located and constructed), having a radius of 3766.80 feet and a central angle of 13° 37' 04" run Northeasterly 895.27 feet; thence run South 89° 36' 40" West 268.09 feet; thence run South 19° 01' 56" East 1.47 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 200 feet and a central angle of 24°, run Southerly 83.78 feet, to a point of tangency; thence run South 4° 58' 04" West 28.76 feet along the tangent extended; thence run North 85° 01' 56" West 246.43 feet; thence run South 65° 35' 30" West 100.10 feet; thence run North 24° 24' 30" West 45.62 feet; thence run North 89° 54' 30" West 120 feet; thence run North 0° 05' 30" East 38 feet; thence run North 89° 54' 30" West 262.29 feet; thence run South 18° 39' 30" West 40.07 feet; thence run North 89° 54' 30" West 90 feet; thence run North 0° 05' 30" East 42 feet; thence run North 89° 54' 30" West 170 feet; thence run North 0° 05' 30" East 16 feet; thence run North 89° 54' 30" West 413.23 feet, to the Point of Beginning.

Said lands situate in the City of Delray Beach, Palm Beach County, Florida and containing 31.388 acres, more or less.

AND

ALL of the Pines of Delray North, Section 2, according to the Plat thereof, recorded in Plat Book 38, Page 17, of the Public Records of Palm Beach County, Florida.

JOINDER

Centex Homes of Florida, Inc., a Nevada corporation, hereby joins in the execution of the Declaration of Use and Obligations of Rainberry Lake attached hereto in that as of date hereof it has acquired a portion of the property subject to the Declaration, which is located West of the center line of Rainberry Lake and East of Davis Road, North of Lake Ida Road and South of Lake Worth Drainage District Canal 1-30. The Association that will be responsible for the operation and administration of the homes to be constructed upon the property acquired by Centex shall be "The Villas of Rainberry Homeowners Association, Inc., a Florida non-profit corporation.

DATED this 16 day of October, 1979.

CENTEX HOMES OF FLORIDA, INC.

By Henry E. Marks
Henry E. Marks, Vice President

STATE OF FLORIDA)
COUNTY OF Dade : ss.

BEFORE ME, the undersigned authority, personally appeared Henry E. Marks as Vice President of CENTEX HOMES OF FLORIDA, INC., a Florida corporation, to me well known, who acknowledged before me that he executed the foregoing joinder for the purposes therein described.

WITNESS my hand and official seal in Dade County, Florida, this 16 day of October, 1979.

My Commission Expires:

Lee Atkins
Notary Public, State of Florida
at Large

MY COMMISSION EXPIRES
FEBRUARY 29, 1980

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RAINBERRY LAKES HOMES

RECREATION AREA AGREEMENT B3176 P0893

EXHIBIT II.

THIS AGREEMENT made and entered into this 26th day of October, 1979, by and among RSM DEVELOPERS & ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter called "RSM"), and CAROLE SIEMENS, as Trustee, and CENTEX HOMES OF FLORIDA, INC., a Nevada corporation, authorized to do business in the State of Florida (hereinafter called "Centex"), and LAKESBERRY DEVELOPERS, INC., a Florida corporation (hereinafter called "Lakesberry"), and RAINBERRY LAKE HOMEOWNERS ASSOCIATION, INC., a non-profit Florida corporation (hereinafter called "Rainberry Association"), and THE VILLAS OF RAINBERRY HOMEOWNERS ASSOCIATION, INC., a non-profit Florida corporation (hereinafter called "Centex Association").

W I T N E S S E T H :

WHEREAS, CAROLE SIEMENS, as Trustee, is the owner of the land described on Exhibit L-1; and

WHEREAS, Lakesberry has an option to acquire the land described on Exhibit L-2 from Melvin I. Muroff, as Trustee (present owner of land described on Exhibit L-2); and

WHEREAS, RSM DEVELOPERS & ASSOCIATES, LTD. is the owner of land described on Exhibit L-3; and

WHEREAS, RSM has entered into a contract to acquire all of the residential lots located on the land described on Exhibits L-1 and L-2 as well as the common recreation area located thereon; and

WHEREAS, Centex is the owner of the land described in Exhibits "C" and "D"; and

WHEREAS, RSM is in the process of constructing homes on land described on Exhibit L-3 as well as on the land described on Exhibit L-1 and in connection therewith has agreed to install certain recreational improvements, including tennis courts, swimming

This Instrument Prepared By:
ROBERT L. WEISSLER, ESQ.
WILLIAMS, SALOMON, KANNER,
DAMIAN, WEISSLER & BROOKS
1003 du Pont Bldg.
Miami, FL 33131

pool, and other amenities which shall be located on Recreation Tracts "A", "B" and "C", as shown on the Plat of Rainberry Lake Phase 2, according to the Plat thereof, recorded in Plat Book 37, at Page 94 of the Public Records of Palm Beach County, Florida, and the Recreation Area shown on the Plat of Rainberry Lake Phase III-A, to be recorded among the Public Records of Palm Beach County, Florida, designated as Recreation Area Tract "J" and Recreation Area Tract "K", as shown on the Plat of Rainberry Lake Phase IV-A, to be recorded among the Public Records of Palm Beach County, Florida, and the entrance feature, guard house and road, which together with the aforescribed Recreation Tracts have been conveyed to the Associations (all together being referred to herein as the Recreation Areas"); and

WHEREAS, Rainberry Association is the association in connection with the Rainberry Lake development being built by RSM and which association is charged with the operation and government of the homes being built in the said development (which development is to be built on the land described on Exhibits L-1, L-2, and L-3), which homeowners shall be given the right to jointly (together with the homeowners in the Centex Development) use said Recreation Areas, and which association is charged with the operation and government of the Recreation Areas referred to in the preceding paragraph together with Centex Association; and

WHEREAS, Centex intends to develop the land described on Exhibits "C" and "D" (Centex Development) and construct and sell homes thereon, the purchasers of said homes to be given the joint right (together with the homeowners of the Rainberry Lake Development) to use the Recreation Areas, and Centex Association is the association charged with the responsibility for the government, operation and management of the Centex Development and Centex Association is charged with the operation and government of the Recreation Areas together with Rainberry Association.

NOW, THEREFORE, in consideration of these mutual covenants, it is hereby agreed among the parties, as follows:

1. RSM agrees to develop and construct upon the Recreation

Areas certain recreational facilities substantially in accordance with plan shown on Exhibit "R" and title to the Recreation Areas has been conveyed to the Associations in the following proportions:

- (a) Rainberry Association - 32.74%
- (b) Centex Association - 67.26%

2. Rainberry Association and Centex Association agree to operate and govern for the benefit of the respective members of the Associations, the Recreation Areas recreational facilities.

3. Rainberry Association and Centex Association accept the conveyance of title to the Recreation Areas and the personal property located thereon, and thereafter (provided the pools, tennis courts, other improvements described on Exhibit "R" have been completed) to be fully responsible for the operation of the Recreation Areas and all expenses incurred in the operation, maintenance, replacement, taxes, insurance and other items of expense, except that in no event shall Centex Association be responsible for any portion of said expenses of maintenance until April 16, 1980, at which time it shall begin paying its share of the maintenance. Rainberry Association and Centex Association agree to contribute to the maintenance of the Recreation Areas in the same proportions as are set forth in Paragraph 1 hereof. Each Association agrees to assess its members and shall collect from same sufficient moneys to pay for the expenses described in this paragraph. The individual members of each of said Associations, being the owners of the lots, shall have the responsibility of paying their share of the maintenance to their Association in accordance with their obligation to pay maintenance to their Association.

4. The associations agree to create a Governing Board of the Recreation Areas by appointing six (6) members to the Governing Board, Centex Association having the right to appoint four (4) members and Rainberry Association having the right to appoint two (2) members. Said members of the Governing Board shall be appointed by the respective

Boards of Directors of said Associations. The Recreation Areas Governing Board shall have full responsibility for the operation and control of the Recreation Areas and shall promulgate Rules and Regulations (a) for the use of the Recreation Areas in general and (b) for the use of the Recreation Areas by guests of residents, and shall prepare, not less than once annually, an Operating Budget and to divide the Budget into the percentages that each of the Associations owns the Recreation Areas and to collect the same from their individual members in the manner provided in their respective Declarations, Charters and By-Laws. The Governing Board is empowered to restrict the use of the facilities as to any person or persons failing or refusing to pay their share of the assessments and the Governing Board is directed so to do upon the expressed instructions from either of the Associations with respect to their members. The governing board shall act by and through a majority of its members. The Associations shall establish a joint account into which the monthly assessments for the Recreation Areas shall be deposited and all of the various expenses shall be paid therefrom, upon the joint signatures of one of the governors from the Centex Association and one of the governors from the Rainberry Association. Provided, however, that until such time as the Centex Association commences its maintenance payments as hereinabove provided for, the Rainberry Association shall pay all of the expenses directly without setting up the foregoing fund.

5. While the Governing Board of the Recreation Areas are not at present contemplated to be an incorporated association, nevertheless, they are empowered, with the consent of each of the respective Associations, to form themselves into a corporation so long as the purposes and powers of the corporation are in conformance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above wirtten.

WITNESSES:

RSM DEVELOPERS & ASSOCIATES, LTD.
By RSM DEVELOPERS, INC. General Partner

By *Richard Siemens*
Richard Siemens, Vice President

Carole Siemens
Carole Siemens, Trustee

CENTEX HOMES OF FLORIDA, INC.

By *Henry E. Marks*
Henry E. Marks, Vice President

LAKESBERRY DEVELOPERS, INC.

By *Paul Stein*
Paul Stein, President

RAINBERRY LAKE HOMEOWNERS ASSOCIATION, INC.

By *Richard Siemens*
Richard Siemens, Vice President

THE VILLAS OF RAINBERRY HOMEOWNERS ASSOCIATION, INC.

By *William Beinstein*
William Beinstein, President

Carrie Escobar
Rafael A. Falcón

STATE OF FLORIDA)
: ss.:
COUNTY OF DADE)

B3176 P0898

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared RICHARD SIEMENS, Vice-President of RSM DEVELOPERS, INC., a Florida corporation, General Partner of RSM DEVELOPERS & ASSOCIATES, LTD., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same as and for the act and deed of RSM DEVELOPERS, INC., as General Partner of RSM DEVELOPERS & ASSOCIATES, LTD.

Witness my hand and official seal in the County and State last aforesaid this 26 day of OCTOBER, 1979.

Sue Atkins
Notary Public, State of Florida
at Large

My Commission Expires:

MY COMMISSION EXPIRES
FEBRUARY 29, 1980

STATE OF FLORIDA)
: ss.:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CAROLE SIEMENS, as Trustee, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State last aforesaid this 26 day of OCTOBER, 1979.

Sue Atkins
Notary Public, State of Florida
at Large

My Commission Expires:

MY COMMISSION EXPIRES
FEBRUARY 29, 1980

STATE OF FLORIDA)
: ss.:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared HENRY E. MARKS as Vice President of CENTEX HOMES OF FLORIDA, INC., a Florida corporation, to me well known, who acknowledged to and before me that he executed the foregoing agreement for the purposes therein described.

WITNESS my hand and official seal at Palm Beach County, Florida, this 26 day of OCTOBER, 1979.

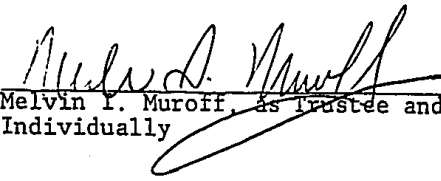
Sue Atkins
Notary Public, State of Florida
at Large

My Commission Expires:

MY COMMISSION EXPIRES
FEBRUARY 29, 1980

JOINDER

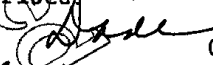
Melvin I. Muroff, as Trustee and Individually, hereby joins in the execution of the above Recreation Area Agreement in that as of date hereof he is the owner of a portion of the property subject to the Agreement.


Melvin I. Muroff, as Trustee and Individually

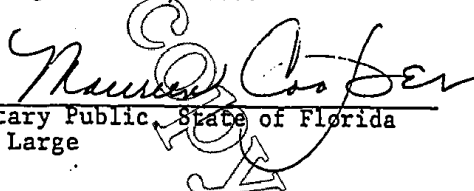
STATE OF FLORIDA)
COUNTY OF)

: ss.

BEFORE ME, the undersigned authority, personally appeared MELVIN I. MUROFF, as Trustee and Individually, to me well known and who acknowledged to and before me that he executed the foregoing Joinder for the purposes therein described.

WITNESS my hand and seal at  County, Florida, this 26 day of Oct. 1979.

My Commission Expires:


Notary Public, State of Florida
at Large

Notary Public, State of Florida at Large
My Commission Expires August 21, 1983
Bonded by: Maynard Bonding Agency

STATE OF FLORIDA)
 : ss.:
 COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared
 PAUL STEIN as President of LAKESBERRY
 DEVELOPERS, INC., a Florida corporation, to me well known, who ack-
 nowledged to and before me that he executed the foregoing agreement
 for the purposes therein described.

WITNESS my hand and official seal at DADE County,
 Florida, this 26 day of OCTOBER, 1979.

[Signature]
 Notary Public, State of Florida
 at Large

My Commission Expires:
 MY COMMISSION EXPIRES
 FEBRUARY 29, 1980

STATE OF FLORIDA)
 : ss.:
 COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared
 RICHARD SIEMENS as Vice President of RAINBERRY LAKE
 HOMEOWNERS ASSOCIATION, INC., a Florida corporation, to me well known,
 who acknowledged to and before me that he executed the foregoing agree-
 ment for the purposes therein described.

WITNESS my hand and official seal at DADE
 County, Florida, this 26 day of OCTOBER, 1979.

[Signature]
 Notary Public, State of Florida
 at Large

My Commission Expires:
 MY COMMISSION EXPIRES
 FEBRUARY 29, 1980

STATE OF FLORIDA)
 : ss.:
 COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared
 WILLIAM BEINSTEIN as President of THE VILLAS OF RAIN-
 BERRY HOMEOWNERS ASSOCIATION, INC., a Florida corporation, to me
 well known, who acknowledged to and before me that he executed the
 foregoing agreement for the purposes therein described.

WITNESS my hand and official seal at
 County, Florida, this 26 day of OCTOBER, 1979.

[Signature]
 Notary Public, State of Florida
 at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA - LAKES
 MY COMMISSION EXPIRES APRIL 1 1980
 BONDED THRU GENERAL INS. UNDERWRITERS

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
RAINBERRY LAKE HOMES

RECREATION AREA AGREEMENT

EXHIBIT L-1

PARCEL "A"

A portion of the East One-Half (E 1/2) of Section 7, Township 46 South, Range 43 East, more particularly described as follows:

Commencing at the Northeast corner of said Section 7; thence run N 89° 54' 30" W 53.00 feet along the North line of said Section 7, to a point; thence run S 0° 23' 20" W 1222.21 feet, along the Westerly right-of-way line of Congress Avenue as laid out and now in use, to a point of curvature of a curve concave to the West; thence run Southwesterly along said Westerly right-of-way line and 1253.23 feet along the arc of said curve having for its elements a radius of 3766.80 feet and a central angle of 19° 03' 45", to a point of tangency; thence run S 18° 40' 25" W 718.02 feet, along said Westerly right-of-way line to the Point of Beginning; thence continue S 18° 40' 25" W 920.45 feet along said Westerly right-of-way line to a point of intersection with the Northerly right-of-way line of Lake Ida Road as shown on the Plat of DELRAY SHORES, according to the plat thereof recorded in Plat Book 24, Page 233, of the Public Records of Palm Beach County, Florida; thence run N 64° 09' 50" W 54.16 feet along said Northerly right-of-way line to a point of curvature of a curve concave to the Southwest; thence run Northwesterly 743.87 feet along said Northerly right-of-way line and along the arc of said curve having for its elements a radius of 1649.66 feet and a central angle of 25° 50' 10" to a point of tangency; thence run West 250.00 feet, along said Northerly right-of-way line to a point; thence run North 683.50 feet to a point; thence run East 1312.37 feet to the Point of Beginning; containing an area of 20.00 acres more or less.

LESS

A portion of the East One-Half (E 1/2) of Section 7, Township 46 South, Range 43 East, more particularly described as follows:

Commencing at the Northeast corner of said Section 7; thence run N 89° 54' 30" W 53.00 feet along the North line of said Section 7 to a point; thence run S 0° 23' 20" E 1222.21 feet along the Westerly right-of-way line of Congress Avenue as laid out and now in use to a point of curvature of a curve concave to the West; thence run Southwesterly 1253.23 feet along said Westerly right-of-way line and along the arc of said curve having for its elements a radius of 3766.80 feet and a central angle of 19° 03' 45" to a point of tangency; thence run S 18° 40' 25" W 718.02 feet along said Westerly right-of-way line to the Point of Beginning; thence continue S 18° 40' 25" W 920.45 feet, along said Westerly right-of-way line to a point of intersection with the Northerly right-of-way line

Handwritten signatures and initials:
P.S. [Signature] [Signature]
[Signature]

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
RAINBERRY LAKE HOMESEXHIBIT L-1PARCEL "A"

(Continued)

of Lake Ida Road as shown on the Plat of DELRAY SHORES according to the plat thereof recorded in Plat Book 24, Page 233 of the Public Records of Palm Beach County, Florida, thence run N 64° 09' 50" W 54.16 feet along said Northerly right-of-way line to a point of curvature of a curve concave to the Southwest; thence run Northwesterly 307.80 feet along said Northerly right-of-way line and along the arc of said curve having for its elements a radius of 1649.66 feet, a central angle of 10° 41' 26" and a chord bearing of N 69° 29' 18" W to a point; thence run N 18° 40' 25" E 781.96 feet to a point; thence run East 381.00 feet to the Point of Beginning; containing an area of 7.00 acres more or less.

PARCEL "B"

A portion of land lying in the East 1/2 of Section 7, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 7; thence S 0° 23' 58" E along the East line of said Section 7, for 110.00 feet; thence N 89° 55' 47" W for 53.00 feet to the Westerly right-of-way of Congress Avenue as now laid out and used; thence S 0° 23' 58" E, along the Westerly right-of-way of Congress Avenue as laid out and now in use for 112.16 feet to a point of curvature; thence 980.27 feet along a curve to the right having a radius of 3766.80 feet and a central angle of 14° 54' 38" to the Southeast corner of "The Pines of Delray North", according to the plat thereof as recorded in Plat Book 35, Pages 145 and 146 of the Public Records of Palm Beach County, Florida; thence departing from said right-of-way line on a non-radial line along the South boundary of said plat, N 89° 55' 47" W a distance of 446.08 feet to the Point of Beginning of this description; thence continue N 89° 55' 47" W, a distance of 1144.92 feet along said Southerly boundary to the Southwest corner of said Plat;

thence S 01° 46' 26" W, a distance of 944.96 feet;
thence N 89° 59' 17" E, a distance of 1021.20 feet;
thence N 00° 04' 13" E, a distance of 182.17 feet;
thence N 89° 55' 47" W, a distance of 4.07 feet;
thence N 00° 04' 13" E, a distance of 145.00 feet;
thence S 89° 55' 47" E, a distance of 33.84 feet;
thence N 18° 39' 42" E, a distance of 382.81 feet;
thence N 00° 04' 13" E, a distance of 253.07 feet; to the Point of Beginning.

Parcel containing 23.45 acres, more or less.

12-5 rmb
as Jim
CJ

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
RAINBERRY LAKE HOMES

B3176 P0903

EXHIBIT L-1

PARCEL "C"

A parcel of land being in the east one-half (E $\frac{1}{2}$) of Section 7, Township 46 South, Range 43 East, City of Delray Beach, Palm Beach County, Florida, more particularly described as follows:

Commence at the Northeast (NE) corner of said Section 7; thence N 89° 55' 47" W along the North line of said Section 7 a distance of 53.00 feet to the westerly right-of-way line of Congress Avenue (a 106 foot wide right-of-way as laid out and now in use); thence S 0° 23' 58" E along said westerly right-of-way line a distance of 1222.16 feet to a point of curvature of a curve concave to the west, having a radius of 3766.80 feet; thence south-westerly along said westerly right-of-way line and along the arc of said curve a distance of 1253.14 feet through a central angle of 19° 03' 40" to a point of tangency; thence S 18° 39' 42" W along said westerly right-of-way line a distance of 718.60 feet; thence S 89° 15' 17" W a distance of 381.00 feet to a point of beginning of the herein described parcel of land; thence N 73° 10' 11" W a distance of 60.00 feet; thence N 89° 55' 47" W a distance of 122.94 feet; thence S 36° 57' 25" W a distance of 21.98 feet; thence N 89° 59' 17" E a distance of 193.58 feet to the point of beginning; containing 0.06 acres, more or less.

LESS:

Lots 1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 19, 20 and 21

of Rainberry Lake
Phase Two, according to the Plat thereof recorded in Plat Book
37, Pages 94 and 95 of the Public Records of Palm Beach County,
Florida.

RECREATION AREA AGREEMENTEXHIBIT L-2

A portion of land lying in the East 1/2 of Section 7, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 7; thence S 0°23'58" E along the East line of said Section 7, for 110.00 feet; thence N 89°55'47" W for 53.00 feet to the Westerly right-of-way line of Congress Avenue as now laid out and used; thence S 0°23'58" E along the Westerly right-of-way of Congress Avenue as laid out and now in use for 1112.16 feet to a point of curvature; thence 980.27 feet along a curve to the right having a radius of 3766.80 feet and a central angle of 14°54'38" to the Southeast corner of the Pines of Delray North-Section 1 according to the plat thereof; as recorded in Plat Book 35, Pages 145 and 146 of the Public Records of Palm Beach County, and said corner being the point of beginning of the following parcel of land; thence departing from said right-of-way on a non-radial line along the South boundary of said Plat N 89°55'47" W, a distance of 446.08 feet; thence S 00°04'13" W a distance of 253.07 feet; thence S 18°39'42" W a distance of 382.81 feet; thence N 89°55'47" W a distance of 33.84 feet; thence S 00°04'13" W a distance of 145.00 feet; thence S 89°55'47" E a distance of 4.07 feet; thence S 00°04'13" W a distance of 182.17 feet; thence N 89°59'17" E a distance of 291.24 feet; to the Westerly right-of-way line of said Congress Avenue; thence N 18°39'42" E along said right-of-way line 718.60 feet to a point of curvature; thence Northeasterly 272.88 feet along a curve to the left having a radius of 3766.80 feet and a central angle of 04°09'02" to the point of beginning.

Parcel containing 8.09 acres more or less.

Bearings shown hereon are based on said East line of Section 7 being S 0°23'58" E.

P. S. MTD
10/2/04
(1)

RECREATION AREA AGREEMENT

EXHIBIT L-3

Lots 1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 19, 20 and 21
of Rainberry Lake
Phase Two, according to the Plat thereof recorded in Plat Book
37, Pages 94 and 95 of the Public Records of Palm Beach County,
Florida.

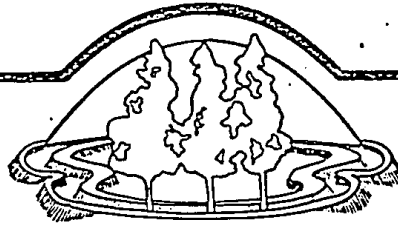
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PS 10/23
J. H. H.
Ed

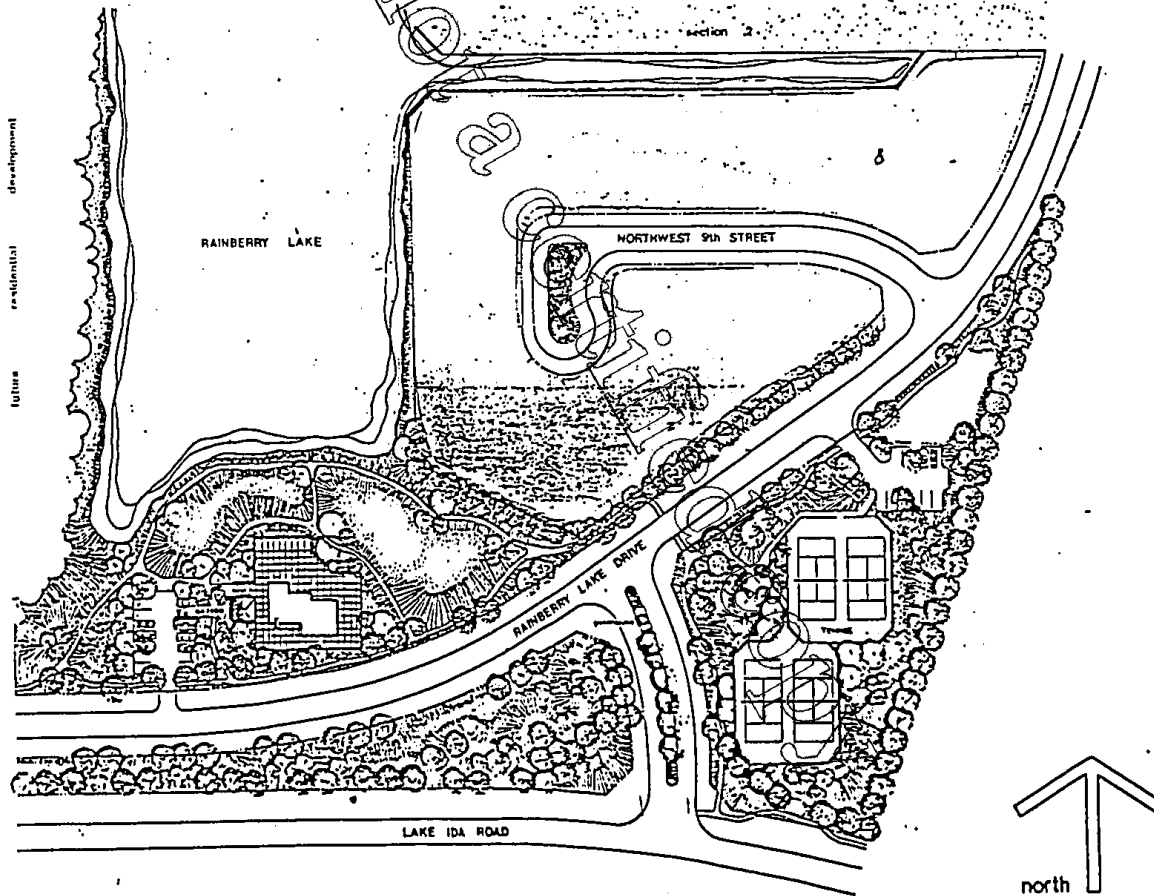
EXHIBIT "R"

This exhibit is intended to describe the recreation facilities and their approximate locations, together with the parking for same. Landscaping may vary substantially in type and amount.

Rainberry Lake



section 1



Handwritten notes:
 12/17/77
 12/20/77
 12/21/77

EXHIBIT "C"

This
The Westerly 125 feet and the South 820 feet
of the West 655 feet of the following described
property.

All that portion of the East 1/2 of Section
7, Township 46 South, Range 43 East, lying
West of the Westerly right-of-way of Congress
Avenue as laid out and now in use, and North
of the Northerly right-of-way of Lake Ida
Road as shown on Plat of Delray Shores, Sheets
1 and 2, as recorded in Plat Book 24, pages
232 and 233, Public Records of Palm Beach County,
Florida, LESS the right-of-way of Lake Worth
Drainage District lateral canal no. 30, and
LESS the West 40 feet for Davis Road right-of-
way.

Certified copy

msb
P.S. 12/2/01
CD

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
RAINBERRY LAKE HOMESEXHIBIT "D"

A portion of land lying in Section 7, Township 46 South, Range 43 East more particularly described as follows:

As a point of reference commence at the Northeast Corner of Section 7, Township 46 South, Range 43 East, thence S 00°23'58"E along the East line of said Section 7 a distance of 90.00 feet to the Southerly right-of-way of Lake Worth Drainage District Canal L-30; thence N 89°55'47"W along said Southerly right-of-way a distance of 1688.97 feet to the point of beginning; thence S 01°49'51"W a distance of 2103.36 feet to the Southwest corner of the Pines of Delray North-Section 1, according to the Plat thereof as recorded in Plat Book 35, pages 145 and 146 of the Public Records of Palm Beach County, Florida; thence S 01°46'26"W a distance of 944.96 feet; thence S 00°01'20"E a distance of 683.34 feet to the Northerly right-of-way of Lake Ida Road as now laid out and in use; thence S 89°58'40"W along said Northerly right-of-way a distance of 857.10 feet to the Easterly right-of-way of Davis Road as now laid out and in use; thence N 00°00'00"E along said Easterly right-of-way a distance of 3731.64 feet to the Southerly right-of-way of said Lake Worth Drainage District Canal L-30; thence S 89°55'47"E along said Southerly right-of-way a distance of 953.29 feet to the Point of Beginning, LESS the following:

The Westerly 125 feet and the South 820 feet of the West 655 feet of the following described property:

All that portion of the East 1/2 of Section 7, Township 46 South, Range 43 East, lying West of the Westerly right-of-way of Congress Avenue as laid out and now in use, and North of the Northerly right-of-way of Lake Ida Road as shown on Plat of Delray Shores, Sheets 1 and 2, as recorded in Plat Book 24, pages 232 and 233, Public Records of Palm Beach County, Florida, LESS the right-of-way of Lake Worth Drainage District lateral canal no. 30, and LESS the West 40 feet for Davis Road right-of-way.

Handwritten signature and initials

B3176 P0909

SCHEDULE "R"DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTSFOR RAINBERRY LAKES HOMES

A PORTION OF LAND LYING IN RAINBERRY LAKE, PHASE II ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 37, PAGES 94 AND 95 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF THE AFOREMENTIONED PLAT OF RAINBERRY LAKE PHASE II, AND SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF LAKE IDA ROAD (80' RIGHT-OF-WAY AS NOW LAID OUT AND IN USE); THENCE N00°04'13"E ALONG THE WEST LINE OF AFOREMENTIONED PLAT A DISTANCE OF 66.35 FEET TO THE POINT OF BEGINNING: THENCE NORTHEASTERLY A DISTANCE OF 179.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 16°17'02", A CHORD DISTANCE OF 178.45 FEET AND A CHORD BEARING N 64°51'06"E TO A POINT OF TANGENCY: THENCE N 56°42'32"E, A DISTANCE OF 4.64 FEET: THENCE S 72°43'40"E, A DISTANCE OF 38.62 FEET TO A POINT ON A CURVE: THENCE SOUTHEASTERLY A DISTANCE OF 104.00 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 310.00 FEET: A CENTRAL ANGLE OF 19°13'19", A CHORD LENGTH OF 103.49 FEET AND A CHORD BEARING S 12°33'25"E: THENCE S46°19'47"W, A DISTANCE OF 37.89 FEET: THENCE S 5°36'06"W, A DISTANCE OF 14.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID LAKE IDA ROAD AND A POINT ON A CURVE: THENCE SOUTHEASTERLY A DISTANCE OF 140.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1649.66 FEET, A CENTRAL ANGLE OF 4°52'43", A CHORD LENGTH OF 140.43 FEET AND A CHORD BEARING S 81°57'32"E; THENCE N 10°28'49"E, A DISTANCE OF 14.00 FEET: THENCE N 39°23'31"W, A DISTANCE OF 32.22 FEET TO A POINT ON A CURVE: THENCE NORTHWESTERLY A DISTANCE OF 186.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 402.00 FEET, A CENTRAL ANGLE OF 26°37'33", A CHORD LENGTH OF 185.11 FEET AND A CHORD BEARING N 12°34'46"W; THENCE N 15°24'33"E, A DISTANCE OF 33.00 FEET: THENCE N 33°12'28"W, A DISTANCE OF 60.00 FEET: THENCE S 56°42'32"W, A DISTANCE OF 143.44 FEET TO A POINT OF CURVATURE: THENCE SOUTHWESTERLY A DISTANCE OF 143.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 14°25'17", A CHORD LENGTH OF 143.09 FEET AND A CHORD BEARING S 63°55'10"W; THENCE S 00°04'13"W, A DISTANCE OF 63.08 FEET TO THE POINT OF BEGINNING.

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

84 160113

1984 JUL 18 AM 11:38

9.60

B#299 P0336

AMENDMENT TO DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR RAINBERRY LAKE HOMES

THIS AMENDMENT is made this 17th day of July, 1984 by RSM DEVELOPERS & ASSOCIATES, LTD., a Florida limited partnership (the "Developer").

On October 30, 1979, Carole Siemens, as Trustee, Melvin I. Muroff, as Trustee, and RSM Developers & Associates, Ltd., executed that certain Declaration of Restrictions and Protective Covenants for Rainberry Lake Homes ("the Declaration"), which instrument was recorded on November 16, 1979 in Official Records Book 3176, Page 860 of the Public Records of Palm Beach County, Florida. Article VIII, Section 5 of the Declaration provides that the Declaration may be amended at any time upon the execution and recordation of any instruments executed by the Developer for so long as it holds title to any Lot affected by the Declaration. Accordingly, the Declaration is hereby amended as follows:

1. The last two sentences of Article IV, Section 4 of the Declaration are revised to read as follows:

"The cost of maintaining any boat docking facility shall be paid for by each individual homeowner who has either a boat docking facility on his lot or the exclusive right to use a boat docking facility. However, in the event the maintenance of such boat docking facility is not in accordance with the rules established by the Homes Association, or the governing authority established by Exhibit L, then the Homes Association or such governing authority shall have the right to maintain, repair or replace any such boat docking facility and assess the homeowner involved for the cost of same."

2. The last sentence of Article IV, Section 2 is revised to read as follows:

"If the Developer elects to utilize the seawall to be located at the north end of the canal which is to be located immediately south of the 80 acre parcel referred to in Section 2 of Article II for boat docks, then the Lot owners which have the exclusive right to use such boat docks, are hereby given an easement of access along the property immediately south of said seawall and boat docks, but such easement shall be merely used for egress and ingress by people and no boat shall be brought to or from such dock across said easement area."

All other provisions of the Declaration which have not been modified
herein are reaffirmed and remain and are in full force and effect.

RSM DEVELOPERS & ASSOCIATES, LTD., a
Florida limited partnership

By: RSM DEVELOPERS, INC., a Florida
corporation, the General Partner (SEAL)

By: Roy Flack
Roy Flack, Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT was acknowledged before me, the
undersigned authority, by Roy Flack, as Vice President of RSM DEVELOPERS,
INC., a Florida corporation, as General Partner of RSM DEVELOPERS &
ASSOCIATES, LTD., a Florida limited partnership, on behalf of the Limited
Partnership.

WITNESS my hand and official seal in the County and State last aforesaid
this 17th day of July, 1984.

Rose A. Catlette
Notary Public
State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 27, 1985
BONDED THRU GENERAL INS. UNDERWRITERS

This instrument prepared by
and to be returned to:

✓ Marian Pearlman Nease, Esquire
711 N. W. 25th Avenue
Delray Beach, Florida 33445

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

JUN-06-1991 03:57PM 91-159954

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
RAINBERRY LAKE HOMEOWNERS ASSOCIATION, INC.

ORB 6849 Pg 804

I HEREBY CERTIFY that the Amendment attached as Exhibit "1"

to this Certificate was duly adopted as an Amendment to the
Bylaws of Rainberry Lake Homeowners Association, Inc. The
original Declaration of Restrictions and Protective Covenants is
recorded in Official Records Book 3176, at Page 0860 of the
Public Records of Palm Beach County, Florida.

DATED this 30th day of May, 1991.

Rainberry Lake Homeowners
Association, Inc.

By: David R. Stanley Jr.
President

Denise Theroff
Secretary

(Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

BEFORE ME personally appeared David R. Stanley Jr.,
President and Denise Theroff, Secretary of
Rainberry Lake Homeowner Association, Inc., and known to me to be
the individuals who executed the foregoing instrument and
acknowledged to and before me that they executed such instrument
as President and Secretary of the Association with due and
regular corporate authority, and that said instrument is the free
act and deed of the Association.

WITNESS my hand and official seal this 30th day of
May, A.D. 1991.

Barbara K. McConaughy Challenger
Notary Public
State of Florida at Large
My Commission Expires: 09-19-93

This instrument prepared by:
Edward Dicker, Esquire
ST. JOHN & KING
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 655-8994

ORE 6849 Pg 805

RAINBERRY LAKES HOMEOWNERS ASSOCIATION, INC.

PROPOSED AMENDMENT TO THE BY-LAWS OF
RAINBERRY LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE VI, Section 1. Shall be deleted in its entirety and amended to reflect the following:

ARTICLE VI, Section 1. of the By-Laws of the
Rainberry Lakes Homeowners Association, Inc.
shall be amended to read as follows:

Section 1. The regular meeting of the members shall be held on the fourth Tuesday of the month of February in each year beginning in 1992, at such time and place as shall be determined by the Board of Directors.

NOTICE REGARDING EFFECTIVE DATE: This Amendment is effective when recorded in the Public Records of Palm Beach County, Florida.

Except as otherwise amended hereby, the By-Laws of the Association shall remain unchanged and in full force and effect.

Exhibit 1

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