

THE VILLAS OF RAINBERRY HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS Updated as of January 2006

Table of Contents

	Page
ARTICLE I: GENERAL.....	1
ARTICLE II: ASSESSMENTS, FINES AND FEES.....	1
ARTICLE III: PROPERTY ALTERATIONS.	2
ARTICLE IV: PROPERTY MAINTENANCE.....	3
ARTICLE V: SPRINKLER SYSTEM.....	4
ARTICLE VI: LEASES.....	4
ARTICLE VII: VEHICLES.....	5
ARTICLE VIII: PETS.....	6
ARTICLE IX: POOLS.....	7
ARTICLE X: SECURITY.....	7
ARTICLE XI: SIGNS.....	8
ARTICLE XII: USE OF RESIDENCES.....	8
ARTICLE XIII: TRASH AND GARBAGE.....	9
ARTICLE XIV: PARTY WALLS AND FENCES.....	9
ARTICLE XV: MEETINGS.....	10
ARTICLE XVI: LAKE USAGE.....	11
ARTICLE XVII: DOCKS.....	12
ARTICLE XVIII: GARAGE SALES.....	13
ARTICLE XIX: EMERGENCY/HURRICANE EVENTS.....	13
ARTICLE XX: VIOLATIONS AND PENALTIES.....	13

THE VILLAS OF RAINBERRY HOMEOWNERS ASSOCIATION,. INC.
RULES AND REGULATIONS

UPDATED AS OF JANUARY 2006

The Board of Directors of the Villas of Rainberry Homeowners Association is authorized by the Declaration of Covenants, Conditions and Restrictions (Article X, Section 12) and the Bylaws (Article VII, Section 1a) to adopt and promulgate rules and regulations as necessary to implement the provisions of the documents. On this authority, the Board of Directors adopts Rules and Regulations which may from time to time, be altered or added to, as follows:

ARTICLE I: GENERAL

Section 1: The official mailing address of the Association is *Villas of Rainberry Homeowners Association, 2100 Rainberry Lake Drive, Delray Beach, FL 33445. {This address will be revised at a later date. Please contact a board member for mailing instructions}*

Section 2: The documents of the Villas include:

- (a) The Amended and Restated Declaration of Covenants, Conditions and Restrictions (12/13/96)
- (b) The Amended and Restated Article of Incorporation (12/13/96)
- (c) The Amended and Restated Bylaws (01/05)
- (d) The Recreation Area Agreement (01/05)
- (e) The Declaration of Use and Obligations of Rainberry Lake (01/05)
- (f) The Lake Board Governing Agreement (01/05)
- (g) These Rules and Regulations (01/05)

Section 3: Rules and Regulations may be adopted, discarded, amended, altered or changed only by affirmative vote of 75% (7 of 9) of the full Board of Directors, or by a 2/3 vote of the entire membership, unless otherwise specified in the documents. In the event of a conflict between the Board of Directors and the membership, the will of the membership shall prevail.

ARTICLE II: ASSESSMENTS, FINES AND FEES

Section 1: Delinquent Accounts

Any assessment, annual or special, not paid on its due date is delinquent. An owner delinquent thirty (30) days will be notified of such delinquency and, a \$10.00 late fee will be charged to each homeowner's payment, plus a \$25.00 late fee will be added for each additional month not paid on time and in full (including any late fees). After ninety (90) days the delinquency will be turned over to the attorney for collection.

Section 2: Fine System

- (a) Fine warnings will be instituted by a majority vote of the Board of Directors at a duly constituted meeting. The violator will have 14 calendar days to correct the infraction or appeal. If not appealed, the fine will begin on the 15th calendar day after the warning notice.
- (b) A Fine Review Committee composed of residents appointed by the board will hear any appeal and, after their recommendation, any fine imposed begins immediately and must be paid within a 30-day period or it will bear interest at a rate of 12%.
- (c) If the violation is not corrected, the fine will continue to accrue until the maximum assessment of \$1,000 is reached, at which time your account will be given to our attorney for collection by any means he deems necessary.
- (d) Any infraction of the requirements specified in the Covenants, Articles of Incorporation, Bylaws and Rules and Regulations is a finable offense.

ARTICLE III: PROPERTY ALTERATIONS

Section 1: To alter the exterior of a property, owner(s) must get approval in writing to make changes to any of the following:

- (a) Grounds (the lot, as described in the original land survey, the common areas adjacent to the perimeter of the walls and fences that define the lot boundaries).
- (b) Residence (the house, its roof, patio and walkways).
- (c) Patios (that are not part of the house).
- (d) Walls (adjacent to the house and on the perimeter of the lot).
- (e) Fences (adjacent to the house and on the perimeter of the lot).
- (f) Mailboxes.
- (g) Driveways (Extension of driveways will match existing construction material and color, go from the road to the base of the privacy wall, and extend no more than 12 feet from the edge of the existing driveway. Owner must have any plantings and sprinkler heads moved at own expense. Architectural Control Committee approval is required.)
- (h) Any other structure built on, or added to the property.
- (i) No pavers, bricks, stones, tiles, edging or any other raised material may be placed within one foot of a sidewalk, path or roadway.
- (j) Paint colors must be approved by the Architectural Control Committee. A properly completed form must be submitted.
- (k) Any damage to the common area, the sprinkler system, or any other damage causing the Homeowners Association to incur an expense to correct such damage will be fully paid for by the property owner involved. (Examples, but not limited to: Replacing fences, planting or removing trees, landscaping.)

[Adopted by Board of Directors February 23, 2005]

Section 2: Approvals for alterations are to be secured from the Architectural Control Committee. The Committee Chair position is a seat on the Board of Directors.

Section 3: Requests for alterations to any property must be submitted in writing on the proper form (obtainable from the Architectural Control Committee.) A project cannot be started until it has been approved by the Committee. Proposed alterations must be described in detail, photos, etc., necessary to clearly define the project. If the owner has not received an official approval or disapproval from the committee within 30 days of submission of the written request for alteration, the owner may consider the request approved by default. (Declaration Article VIII.) If the request is not approved, the owner(s) may appeal either in writing or in person to the Board of Directors.

Section 4: Owners may not build, plant or encroach on common areas without explicit approval of the Board of Directors.

Section 5: Building permits (where required) must be obtained from the City of Delray Beach.

Section 6: House numbers must be prominently displayed, either on mailbox post (two sides) or on house front.

ARTICLE IV: PROPERTY MAINTENANCE

Section 1: Individual property maintenance is the responsibility of the owner(s), and includes, but is not limited to: cleaning, repair/replacement, painting, reasonable lawn and landscape care, and the overall good upkeep as required for:

- (a) The residence (exterior walls, trim, doors, windows, and roof).
- (b) Patios and screening.
- (c) Walls and/or fences (defining lot boundaries).
- (d) Grounds (landscaping, lawns, plantings, debris removal, etc., within lot boundaries, and any modifications made by owner to common areas adjacent to lot boundaries).
- (e) Walkways.
- (f) Driveways.
- (g) Mailboxes (Any replacement mailbox must conform in size, shape, installation, color [trim of house], and style [mailboxes originally provided, lockable model, or vinyl model in white or mocha]. The Postal Service requires that boxes be 42" to 48" from the ground).

Section 2: If a property is not maintained in an acceptable manner, the owner(s) will be notified by the Architectural Control Committee that the maintenance is not in compliance with community standards. Owner(s) will be given thirty (30) days to perform whatever maintenance is needed. If owner(s) then take no action to comply with the notice, the Board of Directors can have the property restored to compliance. The cost of such restoration will be assessed against the property on which it is performed. The assessment will be enforced in a manner provided for

in the Declaration, Article VI. The City of Delray Beach enforces maintenance standards on private properties in a similar manner and is empowered to levy fines for noncompliance.

Section 3: Anything on any property inside the Villas of Rainberry Lake or in Rainberry Lake that is deemed to be a threat to the health and safety of residents, or is a distraction from the aesthetic value of the property must be removed upon notice from the Board of Directors. (Outside decorations may be displayed from the day after Thanksgiving to one week after New Years Day and for one week before and after all other holidays.)

[Adopted by Board of Directors January 12, 2006]

ARTICLE V: SPRINKLER SYSTEM

Section 1: The Villas sprinkler system is under the sole control of the Sprinkler Committee. The system is complex with many zones, each of which interacts with and affects the operation of all the other zones. Changes, by one not familiar with the entire system, to get more water for one's own yard, can and usually do result in less water being supplied to one's neighbor's yard.

Section 2: Sprinkler heads and distribution lines to the heads within the confines of a yard are the property of the Association. The Association is responsible for the repair and maintenance of those heads and lines.

Section 3: All heads and distribution lines outside the confines of any yard, as well as all distribution mains, valves, clocks, pumps, suction lines, strainers, etc., are the property of the Association which is responsible for their maintenance and repair.

Section 4: Only members of the Sprinkler Committee, or the contractor hired by the Association, are authorized to modify or alter or repair the sprinkler system. Anyone not authorized to adjust or modify the sprinkler system causing damage or malfunction will be charged with the cost of repair. In case of repeated tampering with the system, a fine may be imposed, in addition to the cost of repair. If a problem exists, the sprinkler complaint box is located at the SW corner of 22nd Avenue and 10th Place.

Section 5: In order that repairs and adjustments may be made to the system in a timely manner, representatives of the Sprinkler Committee and/or contractor must be allowed access to any yard at all reasonable times.

ARTICLE VI: LEASES

Section 1: In the interest of security for both owner(s) and tenants, and to enable the homeowner's association to properly carry out its responsibilities to the members, the following regulations are established:

- (a) Before an owner leases his residence, he must submit to the board a covenant to the effect that the Lessee acknowledges that the residence and its occupants are subject to the provisions of the Documents for the Villas of Rainberry Homeowners Association; that the Lessee is familiar with those provisions; and that the Lessee agrees to abide by those provisions. The lease shall also provide that the association shall have the right to terminate the lease in the name of,

and as agent for the Lessor (owner) upon willful failure of the Lessee in observing the provisions of the Documents. A completed Landlord Leasing Form by the owner and a signed lease shall be filed with the Secretary of the Association.

- (b) No tenant may occupy a residence without a properly executed lease.
- (c) No owner may lease his residence if any annual or special assessment payments are delinquent or if his absentee mailing address is not on file with the Secretary of the Association. Anyone buying a home must own or live in it for one year before renting (leasing).

[Adopted by Board of Directors December 19, 2005]

- (d) An owner may grant a lease for a minimum term of four (4) months and a maximum of one (1) year. Only one new lease may be granted in the twelve (12) month period following the beginning of the previous lease. For leases of six (6) months or less, the Lessee (renter) is subject to a State transient rental tax of six percent (6%) and a Palm Beach County Tourist Development tax of two percent (2%). The entire (8%) tax, borne entirely by the Lessee, must be remitted to the State Department of Revenue each month.

Section 2: A lease not meeting the above requirements may be declared void by the association. The association may take such further action as it deems applicable and appropriate, including a "removal action" against the Lessee and the Lessor (owner). All cost and expense of such action shall be borne by the owner.

Section 3: Leases in effect as of the date of this publication will continue to run to term as written and signed, providing a copy of that lease shall be filed with the Secretary of the Association. Any extensions or renewals must meet all the requirements of this ARTICLE.

Section 4: Effective October 23, 1987, Delray Beach Ordinance No. 80-87 required that each Lessor obtain a "Landlord Permit" for each rental unit. Applications for a landlord permit are available through the Building Department of the City of Delray Beach. The annual fee is ~~\$30.00~~ **[\$60.00]** per unit. Such permit shall be for one (1) year from the date of issue on November 1st of each year, the fee **[will not]** be pro-rated. A copy of the **[Delray Beach]** permit must be filed with the Secretary of the Association.

ARTICLE VII: VEHICLES

Section 1: Each residence is constructed upon a lot containing two or more on-site parking spaces, one of which may be the garage, for the sole use of the owner of that lot. All of these parking spaces are paved.

Section 2: In order to minimize damage to grass, plantings, and the sprinkler system, and to avoid interference with the grounds maintenance crew, parking of any vehicle on grassy areas is prohibited.

Section 3: The streets of Rainberry are only two (2) lanes wide. In order that there shall be no interference with the movement of emergency vehicles, service vehicles, or vehicles of

other residents, parking of any vehicle on any street is prohibited. Obstruction of any sidewalk by a parked vehicle or other object is also prohibited.

Section 4: Any vehicle parked long term (overnight or consistently) in areas specified in Sections 2 and 3 above will be towed away at the owner's expense.

Section 5: There shall not be parked upon any of the parking spaces, whether a lot or upon the common areas, any trailer, boat, boat trailer, truck over 1/2 ton, or any vehicle with advertising on it, any commercial vehicle (a prohibited commercial vehicle is one that does not have two or more passenger seats permanently affixed to the chassis behind the drivers seat and does not have windows on both sides to accommodate these seats). A commercial vehicle may be parked in the development only as long as is necessary to complete the contracted service. No vehicle shall contain unsightly material (tools, construction material, trash, etc.). Vehicles parked upon any of the parking spaces (driveway or common area) must be in operating condition and must display a valid license assigned to that vehicle.

Enforcement:

Violators will be notified of violations of any of the above rules and regulations by stickers or a notice of violation placed upon their offending vehicle. Notice of a second violation at the residence will be delivered to the resident homeowner or renter notifying them that their vehicle will be towed at their expense after a third violation. As an alternative the resident will be fined \$25.00 for the first repeat violation and \$50.00 for each additional repeated violation. If the fine accumulates to \$1,000.00 your account will be given to our attorney for collection by any means he deems necessary. You may recover your towed vehicle, boat, etc. from our posted towing contractor (see sign at front entrance). The cost will be approximately \$150.00 + \$50.00 if not picked up within 6 hours plus an additional costs after 24 hours.

Section 6: The speed limit on all streets within the Villas is 25 MPH (40 kph).

Section 7: Passing another vehicle moving in the same direction is prohibited. All streets within the Villas are in a NO PASSING AREA.

Section 8: Go-carts, motor scooters or any type of motorized vehicles which disrupt the quality of life of our residents shall not be allowed to be utilized anywhere in our development. Skateboard ramps are not allowed. Complaints received shall be reviewed by the Board to determine what action shall be taken.

ARTICLE VIII: PETS

Section 1: All residents are required to comply with Chapter ~~34~~ 91 {corrected to reflect revised ordinances} of the City of Delray Beach Code of Ordinances relative to animals and fowl, as the same may be amended from time to time.

Section 2: All pets taken to a common area must be under the close control of a responsible person. Control of pets must be by tended leash. The responsible person must have at hand the means to clean up any excrement dropped by the pet(s). The droppings must be removed from the common area and disposed of. Droppings must not be dumped into storm sewers, which discharge into the lake, or disposed of in someone else's private area.

Section 3: Any homeowner (or tenant) who has their dog not leashed on any common area will without warning, be assessed \$25.00 for the first offense and \$50.00 for each subsequent offense. This fine will be levied immediately, but will not take effect until the first Board meeting after at least 14 days have passed since the fine was levied. This will give the offending homeowner an opportunity to appeal the fine to the Fine Committee as allowed in our Rules and Regulations. Fines not paid in 30 days after the Board meeting will be turned over to the Board's lawyer for collection.

[Adopted by Board of Directors January 12, 2006]

ARTICLE IX: POOLS

Section 1: Every owner and their guests shall have a right and easement of enjoyment in and to the common and recreational areas of Villas property.

Section 2: The rules and regulations regarding each pool are posted prominently at each pool and must be adhered to by all users.

Section 3: The Association shall have the power and the duty to evict from the pool areas any person or persons creating a nuisance, damaging property, or not adhering to the posted rules.

Section 4: The owner shall be held responsible for all damages committed by himself, members of his family, and his guests or tenants, to the pool or its surrounding areas.

Section 5: Of particular importance is enforcement of the rules that prohibit taking into the pool tots who have not been toilet trained. "Drypers" are not an acceptable substitute for toilet training. Should a tot taken into the pool foul the water, the cost of remediation will be imposed without the need for a warning.

Section 6: The bringing of food, drink or glass containers into the pool area is prohibited.

Section 7: Guests are limited to six (6) per house and must be accompanied by the resident at all times.

ARTICLE X: SECURITY

Section 1: No visitor will be allowed through the entrance gate without proper identification and having express permission from the owner or tenant to be visited.

Section 2: Owners and tenants entering without gate cards or transmitters must use the "Visitors" side of the gate and must identify themselves to the guard before being permitted to enter.

Section 3: Every owner or tenant is fully responsible for the conduct and actions of his guests.

ARTICLE XI: SIGNS

Section 1: Real Estate signs (FOR SALE and/or FOR RENT) must be no larger than 18" x 24", be at least 25 feet from the center-line of the street, and located within the boundaries of the owner's lot. Signs must be removed upon the closing of the sale of the property.

Section 2: No other signs are allowed on lawns, mailboxes or any of the common areas.

ARTICLE XII: USE OF RESIDENCES

Section 1: Restrictions on the use of residences and common areas are contained in the Declaration, Article X. These restrictions are clarified as follows:

- (a) No residence in the Villas of Rainberry shall be used for any purpose other than a single family dwelling.
- (b) No residence or lot may be used for business or commercial purposes. Activities considered to be for business or commercial purposes include but are not limited to the following:
 - (1) Transportation to, storage at, and/or transportation from any lot, of items intended for resale or sale.
 - (2) Fabrication on any lot, of items intended for sale or resale.
 - (3) Activities which bring customers, clients or associates to a residence on a regular sustained basis.
 - (4) Repair of vehicles, such as automobiles, boats, trailers, and the like, except when such vehicle is owned by the owner or renter of the lot. If, in the case of such excepted repairs, the vehicle must be stored in an obviously unmovable condition, such storage must be inside the garage.
 - (5) State regulation have removed all restrictions previously placed on satellite dishes.

Section 2: No nuisance, noxious or offensive activity shall be carried on upon any lot or in the common areas, nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the owners or occupants of any property.

- (a) No portable goals of any kind may be placed in any street or driveway within the Villas of Rainberry for the playing of any games in these areas. Please make use of the areas at the Tennis Courts for these activities.
- (b) No construction material, dumpsters or pods may be placed in front of the residence for more than one (1) week.
- (c) A homeowner shall be given permission from the Homeowners Board to remove a tree or trees, on a common area adjoining their property, that

they deem a threat to their property upon completing the following procedures:

- (1) Signed permission from the landscape committee chairperson.
- (2) Signed permission from the City of Delray Beach.
- (3) Signed permission from all homeowners of properties adjoining their property.
- (4) All expenses will be responsibility of the homeowner.

All of the preceding documentation must be in the hands of the Landscape Chairperson before any work is begun.

[Adopted by Board of Directors July 18, 2005]

Section 3: No garments, rugs or any other materials may be hung, exposed or dusted from the front facade of any residence.

Section 4: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot without prior approval from the Architectural Control Committee.

ARTICLE XIII: TRASH AND GARBAGE

Section 1: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in covered containers.

Section 2: Trash containers shall be kept out of sight from the street, except when placed at the curb the evening before scheduled pickups. Return of the containers to garage or back yard must be made no later than the evening following pickup. Pickups by the city's contractor are regularly scheduled and the schedule can be obtained by calling the city.

Section 3: Landscape and construction debris must be cut up and bagged, boxed or bundled to be acceptable for regular pickup. If the quantity or size of the debris is such that it cannot be packaged as stated, arrangements for a special pickup can be made by calling the city's contractor.

ARTICLE XIV: PARTY WALLS AND FENCES

Section 1: Party walls and fences are boundaries that separate two properties, such as that between two neighboring owners, or between an owner's lot and a common area. They may consist of approved fencing, masonry walls, and/or hedges. A wall or fence directly adjacent to a property line is NOT a party wall or fence. Covenants concerning this subject are in the Declaration, Article VII, Sections 1 to 5. For clarification of these covenants, note the following:

- (a) The cost of cleaning, repair, or replacement of a party wall or fence will be shared by both owners of the party wall or fence. EXCEPTION: If one owner or

his tenant is responsible for damaging any portion of a wall or fence, that owner must bear the full cost of its repair or replacement.

- (b) The owner of a wall or fence that abuts a common area, is responsible for the cleaning, repair, and replacement of the wall, fence, or hedge, if a hedge has replaced a wall or fence.

Section 2: Owners whose property is defined by a zero lot line with a wall or fence cannot plant anything adjacent to the wall or fence that interferes with the maintenance (repair, cleaning, painting, etc.) of the wall or fence. After reasonable notice, an owner is entitled to enter his neighbor's yard (at a reasonable time), make periodic inspections, and perform any necessary maintenance on the wall or fence. He can also require that a neighbor remove any destructive or damaging plantings from the area of a zero lot line wall or fence.

Section 3: An owner cannot move or alter the appearance of any fence, wall or patio that adjoins a common area.

Section 4: Fences adjacent to common areas that need extensive repair may be either repaired or replaced with one of the following:

- (a) A fence of the same type, design and height as the original.
- (b) A masonry wall of the same type, design and height as similar walls in the vicinity.
- (c) A hedge (3 - 6 feet high) planted on the "outside" of an existing fence that is to be removed when the hedge reaches maturity. Hedges must be at least the 3-gallon size and must be planted no more than 18" apart. Acceptable plants include Eugenia, red-tipped Cherry, and any others deemed suitable by the Architectural Control Committee. Hedges less than 6 feet high may require different landscaping and/or yard maintenance if they make the yard more visible from the common areas, in which case more control could be imposed as to what could or could not be done in the yard.
- (d) Fence/wall/hedge maintenance is the responsibility of the owner.

ARTICLE XV: MEETINGS

Section 1: The regular meetings of the Board of Directors will be held on the third Monday of each month unless otherwise specified. Members of the association are invited to attend, but as these are working meetings of the Board, participation by the audience must be limited. Members wishing to address the Board should signify their intent by "signing in" at the Directors' table before the meeting is called to order.

Section 2: The Board of Directors may meet from time to time in a special session without an audience, but at such sessions, shall transact no business except of an emergency nature. The minutes of such meetings must be reported at the next regular meeting

Section 3: Special meetings of the members may be called at any time by the President, Board of Directors, or upon written request of one-fourth of the members. At special meetings, no matters may be considered except those for which the meeting was specifically called.

Section 4: If, at a meeting of members, directors are elected for terms of different length, those directors receiving the larger numbers of votes shall serve for the longer terms.

Section 5: Election to the Board of Directors shall be by secret written ballot cast in person or by proxy. Cumulative voting is not permitted

Section 6: When new directors have been elected or appointed, the Board of Directors shall meet as soon thereafter as possible for the purpose of electing officers.

Section 7: All meetings will be conducted according to "Robert's Rules of Order".

ARTICLE XVI: LAKE USAGE

Section 1: Rainberry Lake is jointly owned by the Pines of Delray North, a condominium (25%), the Rainberry Lake Homeowners Association - The Homes (25%), and the Villas of Rainberry Homeowners Association (50%). It is controlled by the Rainberry Lake Governing Board consisting of four (4) members; one from the Pines, one from Homes, and two from the Villas.

Section 2: The following rules for use of the lake shall apply until amended or supplemented by a 75% vote of the Lake Governing Board:

- (a) Use of the lake is permitted only from 6 A.M. until midnight, seven (7) days per week.
- (b) Children under the age of sixteen (16) shall not use a motorized boat on the lake unless accompanied by a person at least sixteen (16) years of age.
- (c) All persons using the lake do so at their own risk.
- (d) The control lock at the north end of the lake may be operated by a remote transmitter issued by the associations. 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 remote transmitter may be issued or sold to each member having rights to use the lake, and same is not to be duplicated.
- (e) No boat shall be left in a stationary position for more than fifteen (15) minutes in an 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 is not to exceed 19 feet in length.
- (h) The speed limit on the lake shall be five (5) miles per hour, and the speed limit in a canal shall be the maximum speed which does 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.
- (l) Any user of the lake shall report any unusual activity or object in the lake to the Lake Board.
- (m) Abandoned boats will be removed at the owner's expense.

Section 3: An Architectural Review Committee, consisting of one member from each of the three associations, to be designated by the members of the Lake Governing Board, shall have the power and authority to control the appearance of any dock or other similar structure which may be erected on the land immediately adjoining and surrounding Rainberry Lake.

ARTICLE XVII: DOCKS

Section 1: All docks constructed on the western shoreline of Rainberry Lake are in the common area and are therefore, or will be upon completion, the property of the association.

Section 2: Any owner wishing to build a dock shall submit a request to the Architectural Control Committee for permission; permission shall be automatic for owners fronting the lake. The owner will be assigned a location for his dock. In the case of a lake fronting owner, the location will be midway between the points where extensions of his lot lines intersect the edge of the lake. Non-lake-fronting owners will be assigned locations within one of the six greenway areas (Tracts F, I, J, L, H & G) as near to their lots as is reasonable at the time.

Section 3: With permission, the owner will build a dock of approved design, at his own expense, and assume full responsibility for its maintenance. A city building permit will be required unless a blanket building permit is in force. Upon completion, the dock will become the property of the association.

Section 4: The owner shall have exclusive use of that dock. A lake fronting owner will be able to pass the right to his permit to the new owner with the sale of his property. A non-lake-fronting owner will be able to do the same only as long as there is an available dock site in one of the greenway areas. If there is none, he will first have to offer the right to his permit to a dock waiting list if one exists

Section 5: The transfer value of a docking permit shall be considered to be the depreciated construction cost of the dock, assuming a dock life of ten (10) years.

Section 6: No owner shall post any "Private Property" signs on, or attempt to exert any "Private Property" rights over any portion of the common area.

Section 7: Docks not used for one year in the common areas will become the property of the board and available for resale.

Section 8: [Liability] Insurance will be carried by the association.

Section 9: This ARTICLE may be amended only at an annual or special meeting of members, by a vote of seventy-five (75%) of the members present in person or by proxy when a quorum is present. A quorum for this purpose shall be fifty percent (50%) of the entire membership.

ARTICLE XVIII: GARAGE SALES

One garage sale sign may be placed on the north side of Rainberry Lake Drive behind the guard house. No garage [sale] signs can be erected along Lake Ida Road from the east side of the tennis courts to Davis Road (Recreation Board rule). On Villas property, one additional garage sale sign may be placed along [NW] 22nd Avenue. Maximum sign size allowed is 16" x 16".

ARTICLE XIX: EMERGENCY/HURRICANE EVENTS

Besides following advised procedures and bulletins, residents should take the following steps to protect themselves, their neighbors, and community:

1. Remove all objects from top of walls.
2. Remove flower pots, bird baths, or lawn ornaments from exteriors and patio areas to safe enclosed areas.
3. Remove patio furniture to safe enclosed areas.
4. Remove garbage and lawn refuse to a safe area - do not put out for collection.
5. The Board suggests that you obtain a Hurricane Preparation Guide.

ARTICLE XX: VIOLATIONS AND PENALTIES

Section 1: For violation or a breach of any provisions of the documents, any owner or the association shall have the right to proceed at law for damages or in equity to compel compliance with any of them or for such other relief as may be appropriate.

Section 2: During any period in which a member shall be in default in the payment of any annual or special assessment levied by the association, the voting rights of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days, for violation of any rules and regulations established by the Board of Directors governing the use of the common areas.

Section 3: Any owner, tenant or guest who persistently (more than once) violates the rules for use of any of the amenities such as the pools, tennis courts or the lake, may, by a 2/3 vote of the Board of Directors, be denied the use of such amenity for a period not to exceed sixty (60) days.