

***Amended And Restated Bylaws Of
The Villas of Rainberry Homeowners Association, Inc.
(a Non-Profit Florida Corporation)***

Article I
Name and Location

The name of the Corporation is The Villas of Rainberry Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the Corporation shall be located at 2100 Rainberry Lake Drive, Delray Beach, Florida 33445, or at such other places as may be subsequently designated by the Board of Directors, but meetings of Members and Directors may be held at such places within the State of Florida, County of Palm Beach as may be designated by the Board of Directors.

Article II
Definitions

Section 1. "Association" shall mean and refer to The Villas of Rainberry Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in The Villages of Rainberry Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Areas include Water Management Tract "A," Buffer Zone Tract "B," and Recreation Tract "C," "F," "G" and "I," as shown on the Re-Plat of Rainberry Lake Phase IV-A, according to the Plat thereof as recorded in Plat Book 39, at Page 99, of the Public Records of Palm Beach County, Florida. The Common Areas shall also include any additional property designated by Declarant, its predecessors, successors, or assigns.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Areas.

Section 5. "Member" shall mean and refer to each Owner who is a member of the Association as provided in the Articles of Incorporation.

Section 6. "Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding contract buyers and those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to The Villas of Rainberry Homeowners Association, Inc., a Florida not-for-profit corporation.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the property recorded in the Public Records of Palm Beach County, Florida, together with those exhibits which are attached thereto and made a part thereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 9. The term "institutional first mortgage" means a mortgage made by a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a residence.

Section 10. "Residence" shall mean and refer to a single family dwelling constructed upon a Lot.

Article III **Membership**

Section 1. Membership. Membership is composed of all those who are members as defined by the Articles of Incorporation.

Section 2. Suspension of Membership. During any period in which a Member is delinquent in the payment of any annual or special assessment levied by the Association, the voting rights of such Member shall be suspended 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. Voting Rights. Members shall be entitled to one vote for each Lot, as more specifically described in the Articles of Incorporation.

Article IV
Board of Directors: Term of Office

Section 1. **Number.** The affairs of the Association shall be managed by a Board of nine (9) Directors.

Section 2. **Term of Office.** The Directors of this Association shall consist of nine (9) Directors, all of whom will have a term of three (3) years which shall be staggered so that three (3) terms shall expire each year.

Section 3. **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor may be selected by the remaining Directors of the Board and shall serve until the next annual or special meeting of the Members. At that meeting, a Director will be elected who will serve until the term of the departing Director has expired.

Section 4. **Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Article V
Meetings of Directors

Section 1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board. Notice of the meeting shall be posted at a conspicuous place on the Property which is designated by the Board of Directors for the posting of such notices.

Section 2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board unless otherwise specified in the Association documents.

Section 4. **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5. Annual Meeting. The annual meeting of the Directors shall be held following the Membership Annual Meeting. At the annual meeting, the Directors shall elect officers to serve for the year.

Article VI **Nomination and Election of Directors**

Section 1. Time of Election. Elections of the Board of Directors shall be by ballot and shall be held at the regular annual meeting.

Section 2. Procedure for Nominations. A nominating committee of three (3) members shall be appointed by the President, with the approval of the Board of Directors, not less than sixty (60) days prior to the date of the annual membership meeting. At least forty (40) days prior to the date of the annual meeting, the nominating committee shall submit to the Board, the names of regular members, in good standing, for election to the Board of Directors. The minimum number to be submitted shall equal the number of vacancies to be filled. The Secretary shall mail, at the time of mailing the notice of annual meeting, one copy of the list of nominees to each regular member of the Association. Additional names of regular members may be placed in nomination from the floor at the annual meeting, provided that said nominee is willing to accept the nomination.

Section 3. Ballot. The Secretary shall cause all nominations to be printed alphabetically on a ballot. Those nominations from the floor may then be written into this ballot.

Section 4. Voting. Only one regular member, in good standing, per lot, may cast one (1) vote for as many nominees as there are Directors to be elected. Any ballot marked for more nominees than there are Directors to be elected shall be invalidated. Cumulative voting will not be recognized. Delinquent members cannot vote or serve on the Board of Directors.

Section 5. Election Supervisors. Three election supervisors shall be appointed by the President with the approval of the Board of Directors. A nominee shall not be an election supervisor. At the annual meeting, the election supervisors shall take charge of the distribution, collection and counting of all ballots received. The results, including the total number of votes cast, the number of votes invalidated, and the number of votes cast for each candidate shall be certified by the election supervisors and made a part of the minutes of the annual membership meeting.

Article VII
Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power:

- a. To adopt and publish, from time to time, rules and regulations governing the use of the Common Areas by an affirmative vote of 75% of the total Directors;
- b. To exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the membership by other provisions of these Bylaws, the Article of Incorporation, or the Declaration;
- c. To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- d. To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- e. To enter into contracts for a term not to exceed three (3) years unless approved by a majority of the voting membership.

Section 2. Duties. It shall be the duty of the Board of Directors:

- a. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- b. To supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed;
- c. As more fully provided herein and in the Declaration:
 - (1) To take into account the Common Expenses of the Association, the appropriate expenses respecting the maintenance of the Common Areas, the real and personal property taxes levied against the Association or the Common Areas, and other expenses of the Association, and fix the amount of the annual assessment of each Lot at least thirty (30) days in advance of each annual assessment period; and

- (2) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- d. To issue, or cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;
 - e. To collect delinquent assessments, fines, and penalties and to create, record and foreclose the lien securing the said assessments and to hire attorneys, accountants and other professionals to do the same;
 - f. To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
 - g. To cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - h. To cause the Common Areas to be maintained; and
 - i. To cause the exterior of the dwellings to be maintained by the Owners, and if an Owner fails to maintain the same, then the Association may, pursuant to the provisions of the Declaration, repair and restore the Lot and the exterior of the building and any other improvements erected thereon, all at the cost of the Owner.

Article VIII

Committees

Section 1. The Association shall appoint an Architectural Control Committee pursuant to Article VIII of the Declaration, and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

- (a) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Areas and the maintenance of the improvements located on any Lot, and shall perform such other functions as the Board, in its discretion, determines;

(b) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8(d). The Treasurer shall be an ex officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or Officer of the Association as is further concerned with the matter presented.

Article IX

Meetings of Members

Section 1. Annual Meetings. The annual meeting of the Members shall be held during the third week of November. Meetings of the Membership shall be held in Palm Beach County, Florida, at such place as may be specified in the notice of meeting. The Board of Directors shall always use its best efforts to provide a meeting place as near to Rainberry Lake as possible.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4th) of all of the votes of the entire membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by the Secretary or person authorized to call the meeting, by mailing a copy of such notice, first class postage prepaid, at least fifteen (15) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be presented or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be presented or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy as permitted by law. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Article X

Officers and Their Duties

Section 1. Enumeration of Offices. The Officers of the Association shall be a President and Vice President, a Secretary and a Treasurer, who shall at all times be members of the Board of Directors, and such other Officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the annual meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The Officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any Officers may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by the Board of Directors. The Officer elected to such vacancy shall serve for the remainder of the term of the Office he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in financial institutions which are insured by the federal government or in direct obligations of the federal government all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members, and shall furnish a corporate surety bond in a sum satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association of all books, papers, vouchers, money or other property of whatever kind in his possession, or under his control, belonging to the Association. The Association shall pay all premiums for said bond.

Article XI

Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days the owner 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 and the attorneys' fees of any such action shall be added to the amount of such assessment for collection. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Article XII

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Article XIII

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: "The Villas of Rainberry Homeowners Association, Inc. - Non Profit".

Article XIV

No Stock and/or Certificates of Membership

The Association shall never have or issue shares of stock and/or certificates of membership, nor will it ever have or provide for non-voting membership.

Article XV

Joint Ownership

In the event a Lot is owned by more than one person, then all of the Owners of such Lot shall be entitled collectively to only one voice or ballot in the management of the affairs of the Association, and the vote of such Owners may not be divided between plural Owners of a single Lot. If the Owners are unable to agree upon their ballot upon any subject at any

meeting, they shall lose their right to vote on such subject; but if all of the Owners of such Lot shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such Owners.

Article XVI

Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of seventy-five percent (75%) of Members entitled to vote who are present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Article XVII

Miscellaneous

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year.

Section 2. No Owner or Member, except as an Officer of the Association, shall have any authority to act for the Association or bind it.

Section 3. If any Bylaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other Bylaw or part thereof.

Section 4. In the event the Owner of a Lot fails to maintain it as required or otherwise violates or intends to violate the provisions of the Declaration or these Bylaws, the Association shall have the right to proceed in a Court of Equity for injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association shall have the right to record a lien against the Owner for the necessary sums to correct the violation, remove any structure or obstruction and restore the property. The defaulting Owner shall be responsible for all costs and legal fees of such proceedings. In the event resort is ever had to legal counsel, for violation of any rules and regulations or provisions of the Declaration, Articles of Incorporation, or Bylaws against an Owner, such Owner shall be responsible for such costs incurred including legal fees.

Article XVIII

Gender

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

IN WITNESS WHEREOF, we, being all of the Directors of The Villas of Rainberry Homeowners Association, Inc. have hereunto set our hands and seals this 22 day of December, 2004.

WITNESSES:

VILLAS OF RAINBERRY HOMEOWNERS ASSOCIATION, INC.

Ronald D. Parsons

Sign

Ronald D PARSONS

Print

David Cruz

Sign

DAVID CRUZ

Print

BY: Doris Chapman, Secretary
(Address) 1350 NW 22nd Avenue
Delray Beach, Florida 33445

STATE OF FLORIDA)

)SS

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22nd day of December, 2004, by Doris Chapman, as Secretary of The Villas of Rainberry Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He or she (Check One):

is personally known to me, or

has produced the following identification
(Describe) _____

Norma Sherman
Print: NORMA SHERMAN

NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES:

