



CFN 20200463526

OR BK 31974 PG 1528
RECORDED 12/04/2020 11:55:35
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1528 - 1540 (13pgs)

This instrument was prepared by:
Mark D. Friedman, Esq.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**RE-RECORDING OF
NOTICE OF PRESERVATION OF COVENANTS AND RESTRICTIONS
UNDER MARKETABLE RECORD TITLE ACT
FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **6607** at Page **395**; and

WHEREAS, the **Restated Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **18744** at Page **1951**; and

WHEREAS, a Notice of Preservation of Covenants and Restrictions Under Marketable Record Title Act was electronically recorded on **September 30, 2020** in Official Records Book 31785 at Page 26; and

WHEREAS, the following is the original document to be filed Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the following Notice of Preservation of Covenants and Restrictions Under Marketable Record Title Act is the original document for recording in the Public Records of Palm Beach County, Florida.

This document was e-recorded by:
Becker & Poliakoff, P.A.
625 N. Flagler Drive, 7th Floor
West Palm Beach, FL 33401
ID: 20200364313
DATE: 09/30/2020

OR BK 31785 PG. 26
Pgs 0026-0037; (12 Pgs)

Prepared by and returned to:

Mark D. Friedman, Esq.
Becker & Poliakoff, P.A.
625 N. Flagler Drive, 7th Floor
West Palm Beach, FL 33401

**NOTICE OF PRESERVATION OF COVENANTS AND RESTRICTIONS
UNDER MARKETABLE RECORD TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice of Preservation of Covenants and Restrictions Under Marketable Record Title Act and in support thereof states:

1. The name of the entity filing this Notice of Preservation of Covenants and Restrictions Under Marketable Record Title Act (the "Notice") is **Siena Oaks Homeowners Association, Inc.**, a Florida corporation not for profit (the "Association"), whose mailing address is **c/o GRS Management Associates, 3900 Woodlake Blvd., Suite 309, Lake Worth, Florida 33463**. The Articles of Incorporation of the Association were originally filed in the office of the Secretary of State on the 18th day of December 1989. The Association has been organized, in part, for the purpose of operating and administering the community known as **Siena Oaks**, pursuant to the Declaration of Restrictions, which was filed of record on October 11, 1990, at O.R. Book 6607, Page 395, *et seq.*, of the Public Records of Palm Beach County, Florida, and which may have been amended from time to time. The Association is a homeowners' association as that term is defined in Section 712.01(4), Florida Statutes and is authorized to file this Notice pursuant to Section 712.05, Florida Statutes.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches hereto and incorporates herein by this reference an Affidavit of Mailing of Notice to Association Members and Mailing of Statement of Marketable Title Action to Association Members executed by a member of the Board of Directors of the Association affirming that the Board of Directors of the Association caused the Statement of Marketable Title Action to be mailed to all members of the Association and further attaches thereto and incorporates therein by this reference the Statement of Marketable Title Action which was mailed to all members of the Association as **composite Exhibit A**.

3. The lands affected by this Notice are commonly known as Siena Oaks, A PUD and is depicted and legally described in Plat Book 65, Page 132, of the Public Records of Palm Beach County, Florida, a true and correct copy of which is attached hereto and incorporated herein by this reference as **Exhibit B**.

4. The real property interest claimed under this Notice is the right to preserve for not less than thirty (30) years from the date of this filing only those certain covenants, restrictions, easements and agreements described below, all of which are incorporated herein by the following references and are intended to comply with Section 712.06(1)(d)-(e), Fla. Stat.:

(a) Easement, which was filed of record on July 20, 1990, at O.R. Book 6524, Page 279, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(b) Declaration of Restrictions, which was filed of record on October 11, 1990, at O.R. Book 6607, Page 395, *et seq.*, of the Public Records of Palm Beach County, Florida, in accordance with the terms, provisions and conditions thereof; and

(c) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks, which was filed of record on February 24, 1993, at O.R. Book 7598, Page 1713, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(d) Articles of Amendment for Siena Oaks Homeowners Association, Inc., which was filed of record on December 29, 1993, at O.R. Book 8065, Page 942, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(e) Certificate of Amendment to the By-Laws for Siena Oaks, which was filed of record on November 16, 1993, at O.R. Book 7983, Page 432, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(f) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks, which was filed of record on November 16, 1993, at O.R. Book 7983, Page 430, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(g) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks and the Articles of Incorporation and Bylaws for Siena Oaks Homeowners Association, Inc., which was filed of record on January 21, 1998 at O.R. Book 10190, Page 1676, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(h) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks, which was filed of record on November 3, 1998, at O.R. Book 10729, Page 1690, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(i) Certificate of Amendment to the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on October 5, 2000, at O.R. Book 12057, Page 1222, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(j) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks and the Bylaws for Siena Oaks Homeowners Association, Inc., which was filed of record on December 4, 2000, at O.R. Book 12173, Page 943, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(k) Certificate of Recordation of the Restatement of the Declaration of Restrictions, Articles of Incorporation and Bylaws for Siena Oaks Homeowners Association, Inc., which was filed of record on December 27, 2001, at O.R. Book 13247, Page 456, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(l) Corrective Certificate of Recordation of the Restatement of the Declaration of Restrictions, Articles of Incorporation and Bylaws for Siena Oaks Homeowners Association, Inc., which was filed of record on March 19, 2002, at O.R. Book 13518, Page 0668, *et seq.*, of the Public Records of Palm Beach County; and

(m) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks, which was filed of record on August 15, 2002, at O.R. Book 14039, Page 898, of the Public Records of Palm Beach County, Florida; and

(n) Certificate of Amendment to the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on August 15, 2002, at O.R. Book 14039, Page 866, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(o) Certificate of Amendment to the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on October 11, 2002, at O.R. Book 14264, Page 618, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(p) Certificate of Amendment to the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on April 15, 2003, at O.R. Book 15066, Page 1663, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(q) Certificate of Amendment to the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on July 29, 2003, at O.R. Book 15598, Page 334, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(r) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks, which was filed of record on August 29, 2003, at O.R. Book 15768, Page 797, *et seq.*, of the Public Records of Palm Beach County; and

(s) Certificate of Recordation of the Restatement of the Declaration of Restrictions for Siena Oaks and the Articles of Incorporation, Bylaws and Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on June 14,

2005, at O.R. Book 18744, Page 1951, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(t) Certificate of Amendment to the Restated Declaration of Restrictions for Siena Oaks and the Restated Articles of Incorporation, Bylaws and Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on January 5, 2009, at O.R. Book 23019, Page 1388, *et seq.*, of the Public Records of Palm Beach County; and

(u) Corrective Certificate of Amendment to the Restated By-Laws for Siena Oaks Homeowners Association, Inc., which was filed of record on June 5, 2009, at O.R. Book 23271, Page 190, *et seq.*, of the Public Records of Palm Beach County; and

(v) Certificate of Amendment to the Restated Bylaws for Siena Oaks Homeowners Association, Inc., which was filed of record on June 8, 2009, at O.R. Book 23274, Page 277, *et seq.*, of the Public Records of Palm Beach County; and

(w) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks, which was filed of record on May 1, 2017, at O.R. Book 29054, Page 792, of the Public Records of Palm Beach County; and

(x) Agreement and Covenant between Siena Oaks and Dorothy J. O'Conner, which was filed of record on August 18, 2018, at O.R. Book 22816, Page 0520, *et seq.*, of the Public Records of Palm Beach County; and

(y) Agreement and Covenant between Siena Oaks and Wilma M. Kirwan which was filed of record on August 18, 2018, at O.R. Book 22816, Page 0517, *et seq.*, of the Public Records of Palm Beach County; and

(z) Agreement and Covenant between Siena Oaks and Robert and Risa Voorhees, which was filed of record on August 18, 2018, at O.R. Book 22816, Page 0514, *et seq.*, of the Public Records of Palm Beach County; and

(aa) Agreement and Covenant between Siena Oaks and Doris D. Bruno which was filed of record on August 18, 2018, at O.R. Book 22816, Page 0511, *et seq.*, of the Public Records of Palm Beach County; and

(bb) Agreement and Covenant between Siena Oaks and Claudia Chun and Dan Chun, which was filed of record on August 18, 2018, at O.R. Book 22816, Page 0508, *et seq.*, of the Public Records of Palm Beach County; and

(cc) Agreement and Covenant between Siena Oaks and Mark Gerstner and Cindy Gerstner, which was filed of record on August 18, 2018, at O.R. Book 22816, Page 0505, *et seq.*, of the Public Records of Palm Beach County.

**SIENA OAKS HOMEOWNERS
ASSOCIATION, INC.,**
a Florida corporation not for profit

Brian Flores
Witness Signature

Brian Flores
Printed Name

Connie Angrisani
Witness Signature

Connie Angrisani
Printed Name

By: [Signature]
President

Date: July 13, 2020

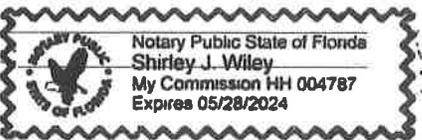
(CORPORATE SEAL)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this 13th day of July, 2020, by MARK SAENOLSEN as President of Siena Oaks Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He/She is personally known to me or who has produced _____ (type of identification) as identification.

[Signature]
Notary Public

Printed Name: _____
My commission expires _____



**AFFIDAVIT OF MAILING OF NOTICE TO ASSOCIATION MEMBERS
AND MAILING OF STATEMENT OF MARKETABLE TITLE ACTION
TO ASSOCIATION MEMBERS**

I, the undersigned, as President of Siena Oaks Homeowners Association, Inc., a Florida corporation not for profit (the "Association") and whose name appears at the bottom of this affidavit, do hereby swear and affirm that the Notice of Special Meeting of Board of Directors of Siena Oaks Homeowners Association, Inc. for Preservation of Covenants and Restrictions Under Marketable Record Title Act held on _____, 2020, at 6:00: ~~AM~~ P.M., at 100 Siena Oaks Circle W Palm Beach Gardens, FL, a true and correct copy of which is attached hereto and is incorporated herein by this reference as **Exhibit 1**, was mailed (or hand-delivered) to each Association Member on Tuesday July 14, 2020 at the address last furnished to the Association, as such address appears on the books of the Association. The Statement of Marketable Title Action, which was considered and approved at the Special Meeting of the Board of Directors of the Association, was included in the Notice of Special Meeting of Board of Directors of Siena Oaks Homeowners Association, Inc. for Preservation of Covenants and Restrictions Under Marketable Record Title Act.

Sworn to this 13 day of July, 2020.

**SIENA OAKS HOMEOWNERS
ASSOCIATION, INC.,**
a Florida corporation not for profit

By: [Signature]
President

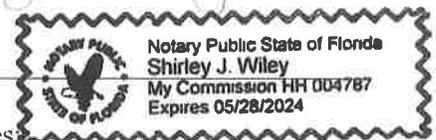
STATE OF FLORIDA :
COUNTY OF PALM BEACH :

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this 13th day of July, 2020, by MARK SAEN OLSEN, as President of Siena Oaks Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. (He/She is personally known to me or who has produced _____ (type of identification) as identification.

[Signature]
Notary Public

Printed Name: _____

My commission expires: _____



Composite Exhibit A

**NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS OF
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.
FOR PRESERVATION OF COVENANTS AND RESTRICTIONS UNDER
MARKETABLE RECORD TITLE ACT**

TO ALL ASSOCIATION MEMBERS:

The Board of Directors of **Siena Oaks Homeowners Association, Inc.** will hold a special meeting on Tuesday, July 21, 2020, at 6:00 ~~AM~~ P.M., at 100 Siena Oaks Circle, Palm Beach Gardens, FL 33410

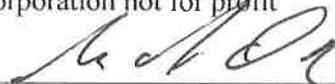
The sole agenda item at the Special Meeting of the Board of Directors of Siena Oaks Homeowners Association, Inc. will be a vote on preservation of recorded covenants and restrictions that relate only to the lands depicted and legally described at Siena Oaks and is depicted and legally described at Plat Book 65, Page 132, of the Public Records of Palm Beach County, Florida in accordance with the Marketable Record Title Act. The following is the Statement of Marketable Title Action that will be considered and adopted by the Board of Directors of Villas at Siena Oaks Homeowners Association, Inc.

STATEMENT OF MARKETABLE TITLE ACTION

Siena Oaks Homeowners Association, Inc. (the "Association") has taken action and will be taking further action to ensure that the Declaration of Restrictions for Siena Oaks, which was filed of record on October 11, 1990, at O.R. Book 6607, Page 395, *et seq.*, of the Public Records of Palm Beach County, Florida, as amended from time to time, currently burdening the property of each and every member of the Association, retains its status with regard to the affected real property. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association and the applicable Florida Statutes.

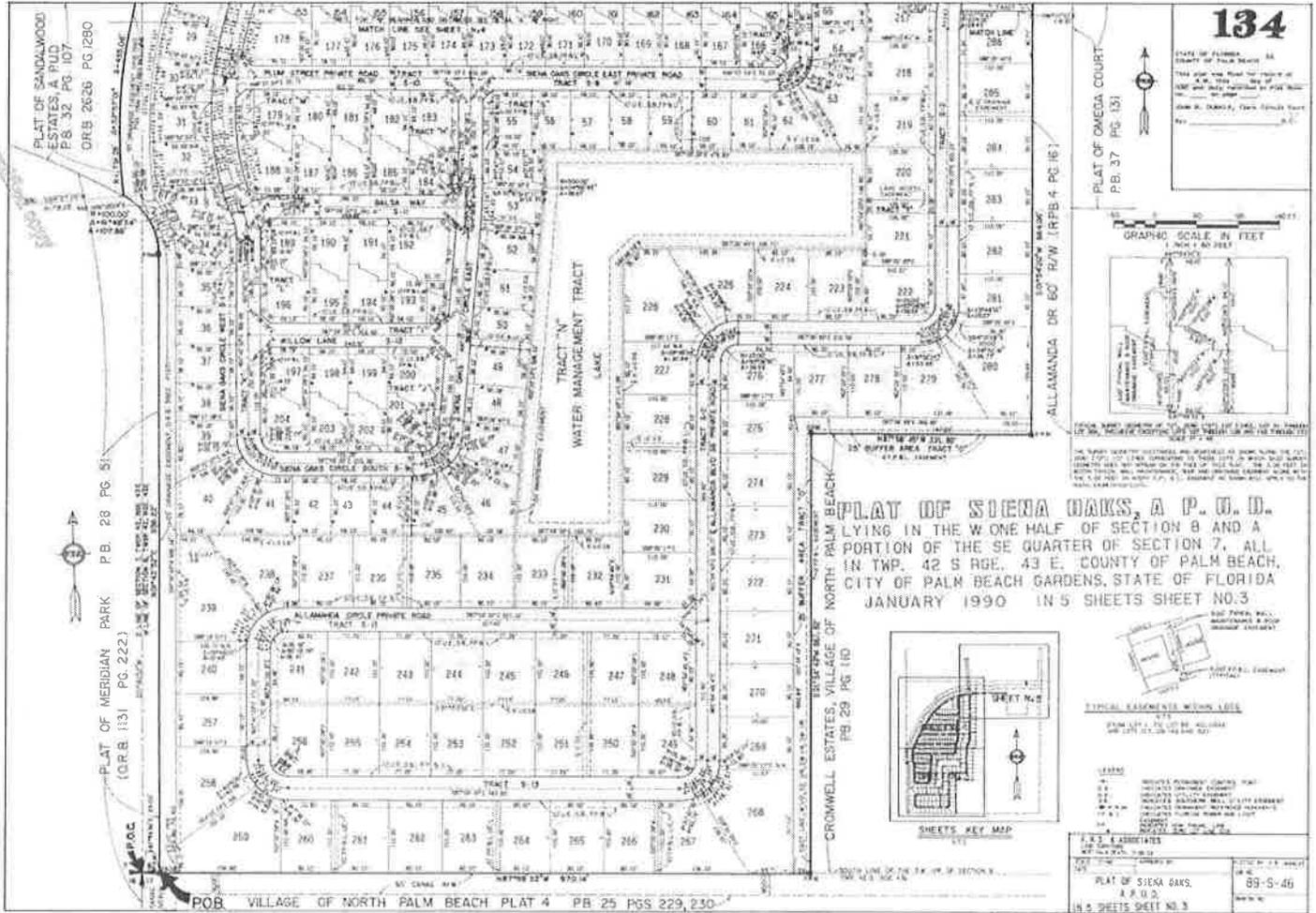
**SIENA OAKS HOMEOWNERS
ASSOCIATION, INC.,**
a Florida corporation not for profit

By: _____



President

Composite Exhibit A



134

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THE STATE ROAD DEPARTMENT HAS
 BEEN AND SHALL BE BOUND BY THE
 TERMS OF THE AGREEMENT
 MADE BY COUNTY OF PALM BEACH
 WITH THE STATE OF FLORIDA
 IN THE YEAR 1967

PLAT OF OMEGA COURT
 P.B. 37 PG. 131



PLAT OF SIENA WAKS, A P. O. D.
 LYING IN THE W ONE HALF OF SECTION 8 AND A
 PORTION OF THE SE QUARTER OF SECTION 7, ALL
 IN TWP. 42 S RGE. 43 E, COUNTY OF PALM BEACH,
 CITY OF PALM BEACH GARDENS, STATE OF FLORIDA
 JANUARY 1990 IN 5 SHEETS SHEET NO.3



SPECIAL EASEMENTS WITHIN LOTS
 FROM PLAT 1, PG. 102 AND PLAT 2, PG. 103

- LEGEND**
- 1/4" = 1' UNIMPROVED GRAVEL ROAD
 - 1/4" = 1' IMPROVED GRAVEL ROAD
 - 1/4" = 1' IMPROVED ASPHALT ROAD
 - 1/4" = 1' IMPROVED CONCRETE ROAD
 - 1/4" = 1' IMPROVED SIDEWALK
 - 1/4" = 1' IMPROVED DRIVEWAY
 - 1/4" = 1' IMPROVED FENCE
 - 1/4" = 1' IMPROVED UTILITY
 - 1/4" = 1' IMPROVED FENCE
 - 1/4" = 1' IMPROVED UTILITY

PLAT OF SIENA WAKS
 A. P. O. D.
 89-5-46
 IN 5 SHEETS SHEET NO. 3

PLAT OF SIENA OAKS, A P. U. D.

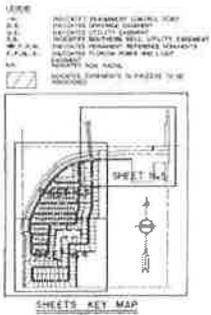
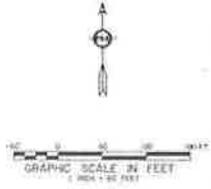
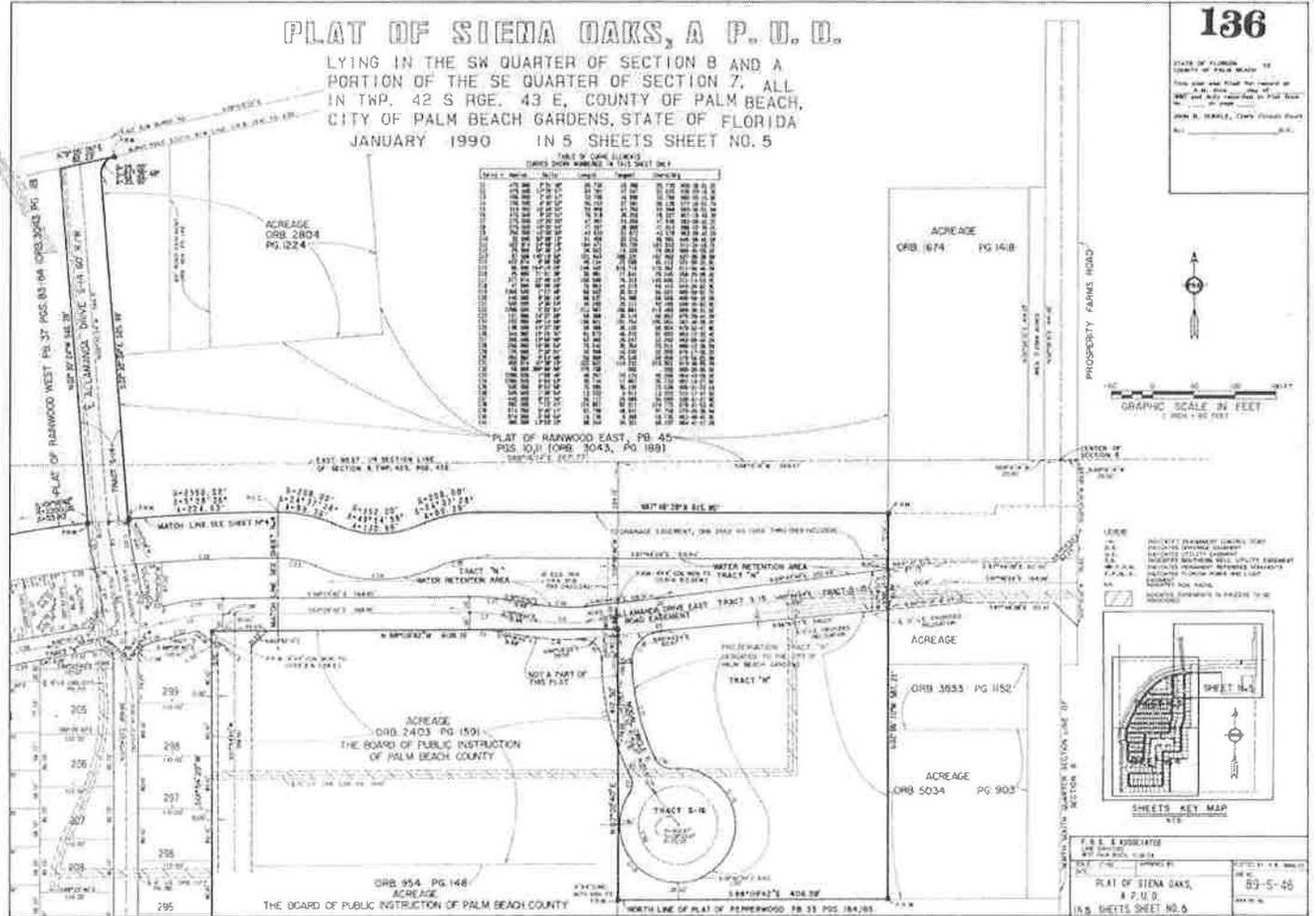
LYING IN THE SW QUARTER OF SECTION 8 AND A PORTION OF THE SE QUARTER OF SECTION 7, ALL IN TWP. 42 S RGE. 43 E, COUNTY OF PALM BEACH, CITY OF PALM BEACH GARDENS, STATE OF FLORIDA
 JANUARY 1990 IN 5 SHEETS SHEET NO. 5

136

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAN AND PLAT ARE SUBJECT TO THE ACTS OF THE LEGISLATURE OF THE STATE OF FLORIDA, CHAP. 173, SECT. 10, AND CHAP. 173, SECT. 11, AS AMENDED.
 JOHN H. SMALLE, Civil Engineer
 No. _____

TABLE OF CORNER ELEVATIONS
 TABLE SHOW NUMBER IN THIS SHEET ONLY

Corner	Elevation
1	10.00
2	10.00
3	10.00
4	10.00
5	10.00
6	10.00
7	10.00
8	10.00
9	10.00
10	10.00
11	10.00
12	10.00
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95	10.00
96	10.00
97	10.00
98	10.00
99	10.00
100	10.00



F. S. & ASSOCIATES
 1001 S.W. 10th St.
 WEST PALM BEACH, FLORIDA 33411
 PLAT OF SIENA OAKS,
 A P. U. D.
 89-5-46
 SHEETS SHEET NO. 5

This instrument was prepared by:
Mark D. Friedman, Esq.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS FOR
SIENA OAKS
AND THE ARTICLES OF INCORPORATION FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **6607** at Page **395**; and

WHEREAS, the **Restated Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **18744** at Page **1951**; and

WHEREAS, the Articles of Incorporation for Siena Oaks Homeowners Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of **Siena Oaks Homeowners Association, Inc.**, a Florida not-for-profit corporation, held **September 28, 2020**, the aforementioned Declaration of Restrictions and Articles of Incorporation were amended pursuant to the provisions of said Declaration of Restrictions and Articles of Incorporation.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Restrictions and Articles of Incorporation are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS FOR
SIENA OAKS**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE V

COVENANT FOR ASSESSMENTS

* * *

Section 1. Payment of Assessments. It is hereby covenanted, created and established and each Owner of a Unit, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this Article V:

* * *

(f) ~~An special assessment for cable television service communications services as defined in Section 202.11, Florida Statutes (as amended from time to time), and other services including but not limited to information services, television, and Internet services obtained pursuant to a~~ in the event of a Bulk Service Agreement, in accordance with the terms and provisions of subparagraph (f) of Section 5 of this Article V.

Section 2. Manner of Sharing Assessments. Assessments determined by the Board of Directors of the Association, as herein set forth, shall be shared in the following manner:

* * *

(c) ~~Special assessments~~ Assessments (or special Assessments) for communications services as defined in Section 202.11, Florida Statutes (as amended from time to time), and other services including but not limited to information services, television, and Internet services obtained pursuant to a Bulk Service Agreement, ~~cable service under~~ Section 1.(f) above shall be shared in equal amounts by all Units.

* * *

Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following provisions:

* * *

(e) The Association may, in its sole discretion, enter into a Bulk Service

Agreement with a cable television operator service provider or providers for the provision of basic cable television service communications services as defined in Section 202.11, Florida Statutes (as amended from time to time), and other services including but not limited to information services, television, and Internet services to be provided for all Units (except for such Units excluded by applicable law, as amended from time to time). In such event, the expenses for basic service shall be a portion of the monthly assessment to all Units, and paid by all Units as a special assessment for cable television service, and paid in equal amount by Owners of all Units. Such special assessment (or special Assessments) shall be due by all Unit Owners whether or not cable television such service(s) is/are used or desired by the Owners of any Unit. Notwithstanding the foregoing, any contract entered into by the Board must provide, and shall be deemed to provide if not expressly set forth therein, that a hearing-impaired or legally blind parcel owner who does not occupy the parcel with a non-hearing-impaired or sighted person, or a parcel owner who receives supplemental security income under Title XVI of the Social Security Act or food assistance as administered by the Department of Children and Families pursuant to Section 414.31, Florida Statutes, may discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and may not be required to pay any operating expenses charge related to such service for those parcels. If fewer than all parcel owners share the expenses of the communications services, information services, or Internet services, the expense must be shared by all participating parcel owners. The Association may use the provisions of Section 720.3085, Florida Statutes, to enforce payment by the parcel owners receiving such services.

* * *

**AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE V

POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(I) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for

services to be provided the Owners including but not limited to garbage pick-up and other utilities and ~~master antenna or cable television and/or radio system communications services as defined in Section 202.11, Florida Statutes (as amended from time to time), and other services including but not limited to information services, television, and Internet services,~~ and the servicing and monitoring of the medical/fire/burglary system in each residence.

* * * * *

WITNESS my signature hereto this 12 day of October, 2020, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

Brian Flores
Witness
Brian Flores
(PRINT NAME)

By: [Signature] President

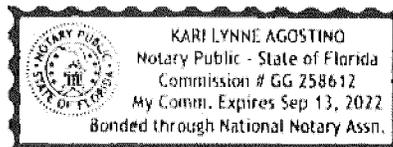
[Signature]
Witness
Kenneth Trumbault
(PRINT NAME)

Attest Lillian Basso Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 12 day of October 2020, by and Mark Olsen, as President and Lillian Basso, respectively, of **Siena Oaks Homeowners Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

[Signature] (Signature)
Kari Agostino (Print Name)
Notary Public, State of Florida at Large



Prepared by and returned to:
Mark D. Friedman, Esq.
Becker & Poliakoff, P.A.
625 N. Flagler Drive, 7th Floor
West Palm Beach, FL 33401

NOTICE OF PRESERVATION OF COVENANTS AND RESTRICTIONS
UNDER MARKETABLE RECORD TITLE ACT

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice of Preservation of Covenants and Restrictions Under Marketable Record Title Act and in support thereof states:

1. The name of the entity filing this Notice of Preservation of Covenants and Restrictions Under Marketable Record Title Act (the "Notice") is **Siena Oaks Homeowners Association, Inc.**, a Florida corporation not for profit (the "Association"), whose mailing address is **c/o GRS Management Associates, 3900 Woodlake Blvd., Suite 309, Lake Worth, Florida 33463**. The Articles of Incorporation of the Association were originally filed in the office of the Secretary of State on the 18th day of December 1989. The Association has been organized, in part, for the purpose of operating and administering the community known as **Siena Oaks**, pursuant to the Declaration of Restrictions, which was filed of record on October 11, 1990, at O.R. Book 6607, Page 395, *et seq.*, of the Public Records of Palm Beach County, Florida, and which may have been amended from time to time. The Association is a homeowners' association as that term is defined in Section 712.01(4), Florida Statutes and is authorized to file this Notice pursuant to Section 712.05, Florida Statutes.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches hereto and incorporates herein by this reference an Affidavit of Mailing of Notice to Association Members and Mailing of Statement of Marketable Title Action to Association Members executed by a member of the Board of Directors of the Association affirming that the Board of Directors of the Association caused the Statement of Marketable Title Action to be mailed to all members of the Association and further attaches thereto and incorporates therein by this reference the Statement of Marketable Title Action which was mailed to all members of the Association as **composite Exhibit A**.

3. The lands affected by this Notice are commonly known as Siena Oaks, A PUD and is depicted and legally described in Plat Book 65, Page 132, of the Public Records of Palm Beach County, Florida, a true and correct copy of which is attached hereto and incorporated herein by this reference as **Exhibit B**.

4. The real property interest claimed under this Notice is the right to preserve for not less than thirty (30) years from the date of this filing only those certain covenants, restrictions, easements and agreements described below, all of which are incorporated herein by the following references and are intended to comply with Section 712.06(1)(d)-(e), Fla. Stat.:

(a) Easement, which was filed of record on July 20, 1990, at O.R. Book 6524, Page 279, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(b) Declaration of Restrictions, which was filed of record on October 11, 1990, at O.R. Book 6607, Page 395, *et seq.*, of the Public Records of Palm Beach County, Florida, in accordance with the terms, provisions and conditions thereof; and

(c) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks, which was filed of record on February 24, 1993, at O.R. Book 7598, Page 1713, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(d) Articles of Amendment for Siena Oaks Homeowners Association, Inc., which was filed of record on December 29, 1993, at O.R. Book 8065, Page 942, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(e) Certificate of Amendment to the By-Laws for Siena Oaks, which was filed of record on November 16, 1993, at O.R. Book 7983, Page 432, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(f) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks, which was filed of record on November 16, 1993, at O.R. Book 7983, Page 430, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(g) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks and the Articles of Incorporation and Bylaws for Siena Oaks Homeowners Association, Inc., which was filed of record on January 21, 1998 at O.R. Book 10190, Page 1676, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(h) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks, which was filed of record on November 3, 1998, at O.R. Book 10729, Page 1690, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(i) Certificate of Amendment to the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on October 5, 2000, at O.R. Book 12057, Page 1222, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(j) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks and the Bylaws for Siena Oaks Homeowners Association, Inc., which was filed of record on December 4, 2000, at O.R. Book 12173, Page 943, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(k) Certificate of Recordation of the Restatement of the Declaration of Restrictions, Articles of Incorporation and Bylaws for Siena Oaks Homeowners Association, Inc., which was filed of record on December 27, 2001, at O.R. Book 13247, Page 456, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(l) Corrective Certificate of Recordation of the Restatement of the Declaration of Restrictions, Articles of Incorporation and Bylaws for Siena Oaks Homeowners Association, Inc., which was filed of record on March 19, 2002, at O.R. Book 13518, Page 0668, *et seq.*, of the Public Records of Palm Beach County; and

(m) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks, which was filed of record on August 15, 2002, at O.R. Book 14039, Page 898, of the Public Records of Palm Beach County, Florida; and

(n) Certificate of Amendment to the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on August 15, 2002, at O.R. Book 14039, Page 866, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(o) Certificate of Amendment to the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on October 11, 2002, at O.R. Book 14264, Page 618, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(p) Certificate of Amendment to the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on April 15, 2003, at O.R. Book 15066, Page 1663, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(q) Certificate of Amendment to the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on July 29, 2003, at O.R. Book 15598, Page 334, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(r) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks, which was filed of record on August 29, 2003, at O.R. Book 15768, Page 797, *et seq.*, of the Public Records of Palm Beach County; and

(s) Certificate of Recordation of the Restatement of the Declaration of Restrictions for Siena Oaks and the Articles of Incorporation, Bylaws and Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on June 14,

2005, at O.R. Book 18744, Page 1951, *et seq.*, of the Public Records of Palm Beach County, Florida; and

(t) Certificate of Amendment to the Restated Declaration of Restrictions for Siena Oaks and the Restated Articles of Incorporation, Bylaws and Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc., which was filed of record on January 5, 2009, at O.R. Book 23019, Page 1388, *et seq.*, of the Public Records of Palm Beach County; and

(u) Corrective Certificate of Amendment to the Restated By-Laws for Siena Oaks Homeowners Association, Inc., which was filed of record on June 5, 2009, at O.R. Book 23271, Page 190, *et seq.*, of the Public Records of Palm Beach County; and

(v) Certificate of Amendment to the Restated Bylaws for Siena Oaks Homeowners Association, Inc., which was filed of record on June 8, 2009, at O.R. Book 23274, Page 277, *et seq.*, of the Public Records of Palm Beach County; and

(w) Certificate of Amendment to the Declaration of Restrictions for Siena Oaks, which was filed of record on May 1, 2017, at O.R. Book 29054, Page 792, of the Public Records of Palm Beach County; and

(x) Agreement and Covenant between Siena Oaks and Dorothy J. O'Conner, which was filed of record on August 18, 2018, at O.R. Book 22816, Page 0520, *et seq.*, of the Public Records of Palm Beach County; and

(y) Agreement and Covenant between Siena Oaks and Wilma M. Kirwan which was filed of record on August 18, 2018, at O.R. Book 22816, Page 0517, *et seq.*, of the Public Records of Palm Beach County; and

(z) Agreement and Covenant between Siena Oaks and Robert and Risa Voorhees, which was filed of record on August 18, 2018, at O.R. Book 22816, Page 0514, *et seq.*, of the Public Records of Palm Beach County; and

(aa) Agreement and Covenant between Siena Oaks and Doris D. Bruno which was filed of record on August 18, 2018, at O.R. Book 22816, Page 0511, *et seq.*, of the Public Records of Palm Beach County; and

(bb) Agreement and Covenant between Siena Oaks and Claudia Chun and Dan Chun, which was filed of record on August 18, 2018, at O.R. Book 22816, Page 0508, *et seq.*, of the Public Records of Palm Beach County; and

(cc) Agreement and Covenant between Siena Oaks and Mark Gerstner and Cindy Gerstner, which was filed of record on August 18, 2018, at O.R. Book 22816, Page 0505, *et seq.*, of the Public Records of Palm Beach County.

**SIENA OAKS HOMEOWNERS
ASSOCIATION, INC.,**
a Florida corporation not for profit

Brian Flores
Witness Signature

Brian Flores
Printed Name

Connie Angrisani
Witness Signature

Connie Angrisani
Printed Name

By: [Signature]
President

Date: July 13, 2020

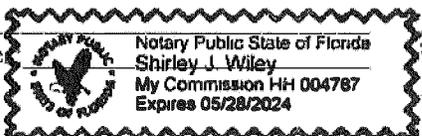
(CORPORATE SEAL)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this 13th day of July, 2020, by MARK GERSTNER as President of Siena Oaks Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. (He/She is personally known to me or who has produced _____ (type of identification) as identification.

[Signature]
Notary Public

Printed Name: _____
My commission expires _____



**NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS OF
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.
FOR PRESERVATION OF COVENANTS AND RESTRICTIONS UNDER
MARKETABLE RECORD TITLE ACT**

TO ALL ASSOCIATION MEMBERS:

The Board of Directors of **Siena Oaks Homeowners Association, Inc.** will hold a special meeting on Tuesday, July 21, 2020, at 6:00 ~~AM~~ P.M., at 100 Siena Oaks Circle, Palm Beach Gardens, FL 33410

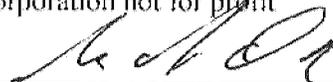
The sole agenda item at the Special Meeting of the Board of Directors of Siena Oaks Homeowners Association, Inc. will be a vote on preservation of recorded covenants and restrictions that relate only to the lands depicted and legally described at Siena Oaks and is depicted and legally described at Plat Book 65, Page 132, of the Public Records of Palm Beach County, Florida in accordance with the Marketable Record Title Act. The following is the Statement of Marketable Title Action that will be considered and adopted by the Board of Directors of Villas at Siena Oaks Homeowners Association, Inc.

STATEMENT OF MARKETABLE TITLE ACTION

Siena Oaks Homeowners Association, Inc. (the "Association") has taken action and will be taking further action to ensure that the Declaration of Restrictions for Siena Oaks, which was filed of record on October 11, 1990, at O.R. Book 6607, Page 395, *et seq.*, of the Public Records of Palm Beach County, Florida, as amended from time to time, currently burdening the property of each and every member of the Association, retains its status with regard to the affected real property. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association and the applicable Florida Statutes.

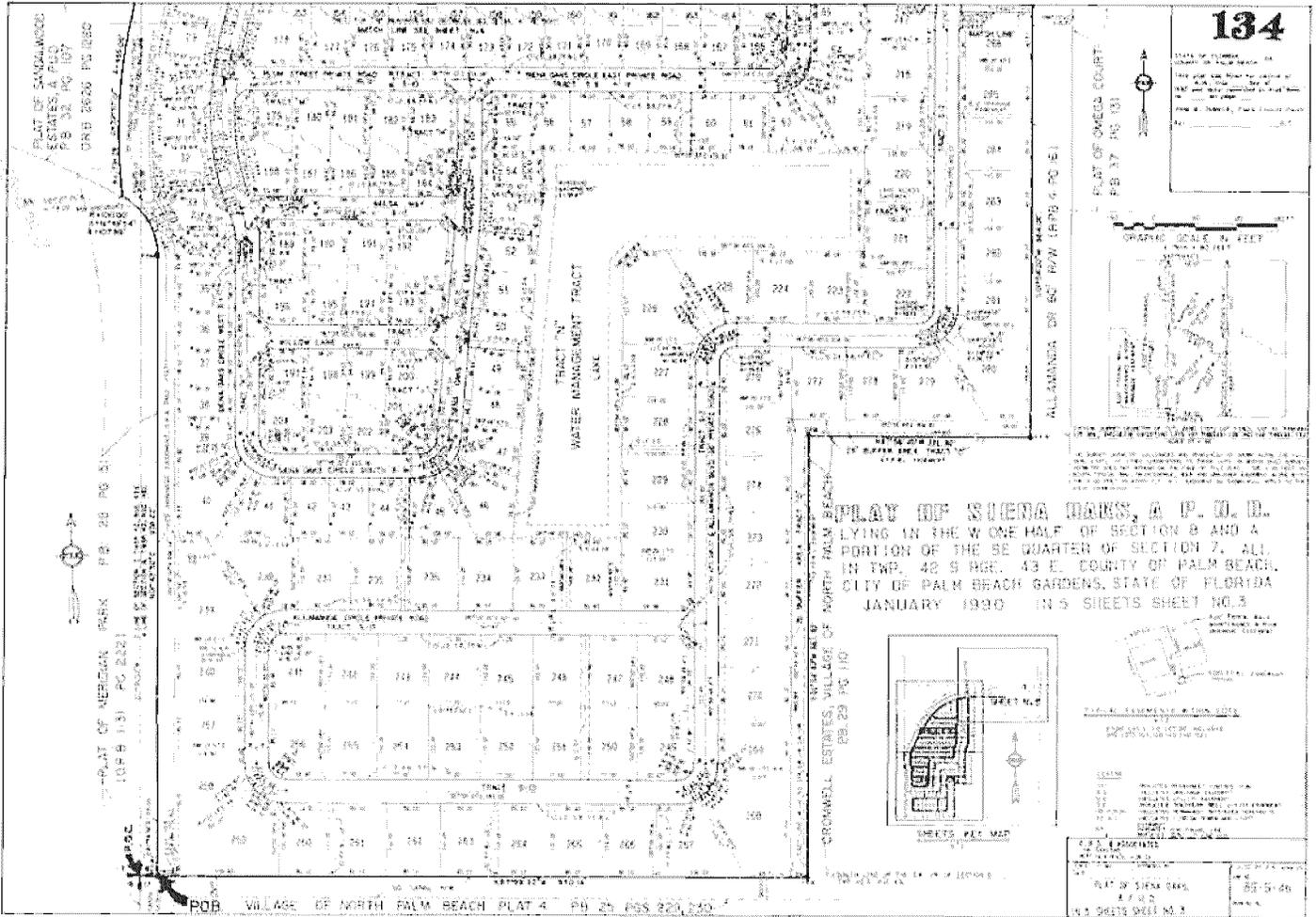
**SIENA OAKS HOMEOWNERS
ASSOCIATION, INC.,**
a Florida corporation not for profit

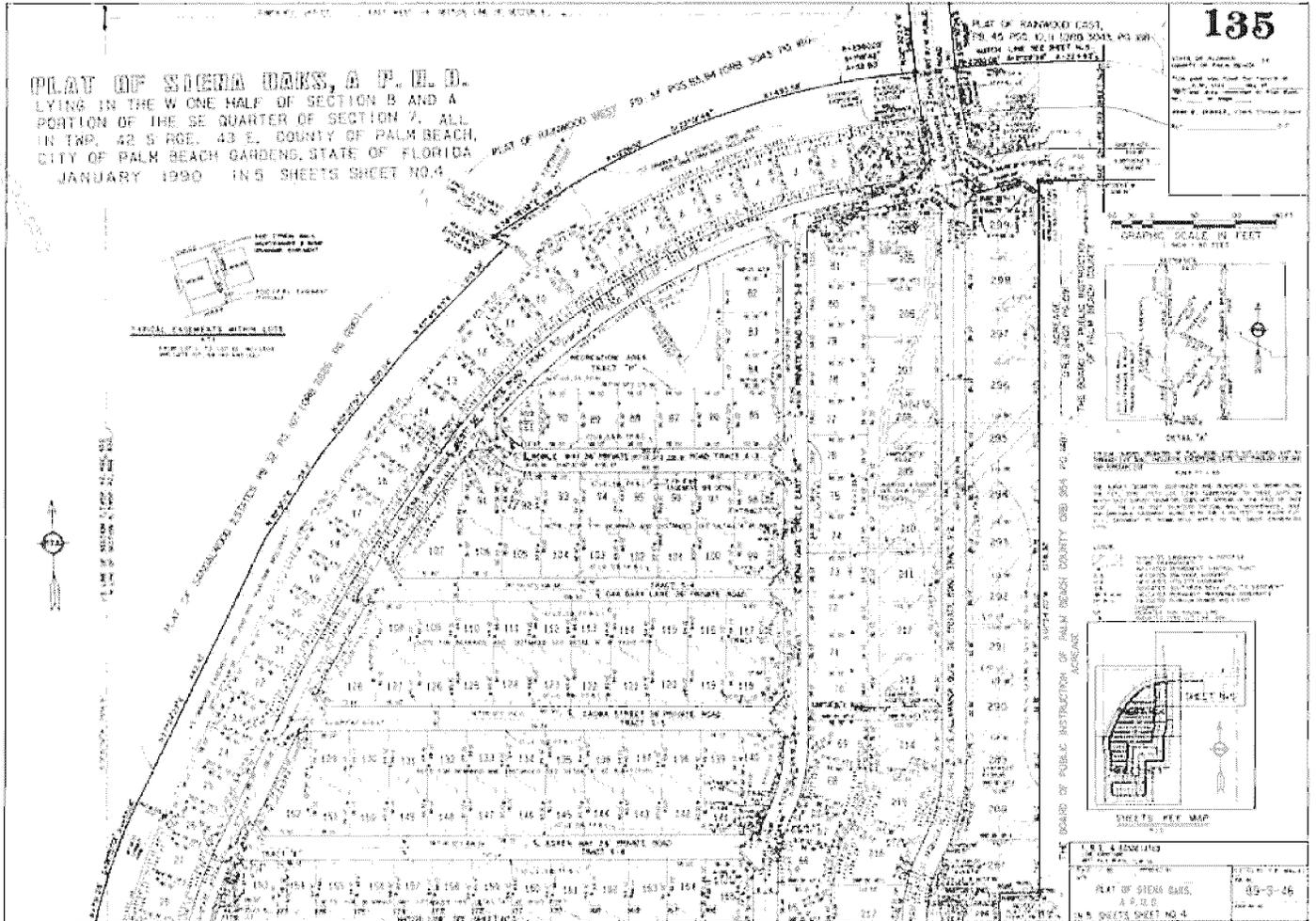
By: _____



President

Composite Exhibit A







CFN 20170154071

OR BK 29054 PG 0792
RECORDED 05/01/2017 15:35:49
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0792 - 794; (3pgs)

This instrument was prepared by:
Mark D. Friedman, Esq.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS FOR
SIENA OAKS**

WHEREAS, the **Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **6607** at Page **395**; and

WHEREAS, the **Restated Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **18744** at Page **1951**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Siena Oaks Homeowners Association, Inc.**, a Florida not-for-profit corporation, held **March 15, 2017**, the aforementioned Declaration of Restrictions was amended pursuant to the provisions of said Declaration of Restrictions.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Restrictions are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS FOR
SIENA OAKS**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, tanks or storage tank (including tanks which store solids, liquids, plasma or gaseous matter of any type of

kind), garage, fence, wall, pavers, walkways, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each Unit, as originally constructed and provided by Declarant, be altered, changed, or modified unless such plans are permitted by the architectural restrictions and approved by the Architectural Control Committee prior to the commencement of any work ~~thereof~~. Owners seeking such approval must provide to the Architectural Control Committee two complete plans and specifications therefor, including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Unit with reference to the street and side lines thereof. Such plans and other materials as required by the Architectural Control Committee shall have been first submitted in writing for approval. ~~and approved in writing by an Architectural Committee.~~ The foregoing prior approval is intended to also specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit. The authority of the Architectural Control Committee to review and approve plans and specifications shall include the location, size, weight, type, color, materials used, use, potential danger, and/or appearance of any structure or any other type of improvement or installation on any Lot or parcel, and to enforce standards for the external appearance of any structure or improvement of any type or kind located on a Lot or parcel, as outlined in this Declaration or other published guidelines and standards authorized by the Board of Directors from time to time.

* * *

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Control Committee, no building, outbuilding, tank or storage tank, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be permitted by the architectural guidelines and erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Control Committee.

* * *

Section 6. Rules and Regulations. The Board of Directors or Architectural Control Committee may, from time to time, propose rules and regulations, and/or amendments hereto concerning the nature, type or specifications of any improvements, structures or landscaping to be installed or constructed on any Unit as well as alterations to existing improvements, structures or landscaping located on any Unit, or otherwise affecting the exterior appearance of any Unit, which Rules and Regulations and amendments thereto must be approved by the Board of Directors to be effective, and if so approved, shall be recorded among the Public Records of Palm Beach County,

as an amendment to Exhibit "D" of this Declaration. The rule or amendment to any such rule shall be effective upon such recordation and a copy shall be mailed or delivered to each Unit Owner.

* * * * *

WITNESS my signature hereto this 5TH day of APRIL, 2017, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

Sandra Mast
Witness
Sandra Mast
(PRINT NAME)

By: [Signature]
President

Susan Fichandler
Witness
Susan Fichandler
(PRINT NAME)

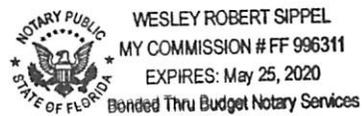
Attest Manan L. Kawatt
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 5TH day of APRIL 2017, by CHET FICHANDLER and MANAN KAWATT, as PRESIDENT and SECRETARY, respectively, of **Siena Oaks Homeowners Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

[Signature] (Signature)

WESLEY ROBERT SIPPEL (Print Name)
Notary Public, State of Florida at Large



This instrument was prepared by:
MARK D. FRIEDMAN, ESQUIRE
Becker & Pollakoff, P.A.
625 North Flagler Drive 7th Floor
West Palm Beach, FL 33401
(W-C112)

CFN 20090192699
OR BK 23274 PG 0277
RECORDED 06/08/2009 15:34:17
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0277 - 280; (4pgs)

**CERTIFICATE OF AMENDMENT
TO THE RESTATED BYLAWS FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Restrictions for Siena Oaks has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 6607 at Page 395; and

WHEREAS, the Bylaws are recorded and attached as Exhibit "C", thereto; and

WHEREAS, the Restated Declaration of Restrictions for Siena Oaks has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 18744 at Page 1951; and

WHEREAS, the Restated Bylaws for Siena Oaks Homeowners Association, Inc. are recorded and attached as Exhibit "C", thereto

WHEREAS, at a duly called and noticed meeting of the membership of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, held on March 31, 2009, the aforementioned Restated Bylaws were amended pursuant to the provisions of said Restated Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Restated Bylaws are a true and correct copy of the amendments as amended by the membership:

**AMENDMENTS TO THE
RESTATED BYLAWS FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "...")

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

~~Section 1. Nomination. At least sixty (60) days prior to each annual members' meeting, the Board of Directors shall notify the membership of the number of seats open for election, which notice shall also inform the members that any member seeking election shall submit his/her intention to be a candidate for Director, in writing, together with an information sheet and/or resume, which forms shall be submitted to the Board no later than forty (40) days prior to the meeting. The information sheet/resume shall not be required, but may be submitted at the option of the candidate. The submission of said notice of intent to be a candidate shall constitute the nomination of the member submitting the same. No further nominations shall be received or accepted within the forty (40) day period prior to the election. No later than thirty (30) days prior the election, the Board shall notify the membership of the names of the nominees, together with a copy of each nominee's information sheet and/or resume. During the time between thirty (30) days prior to the election and ten (10) days prior the election, the Board shall schedule at least one meeting for those members who wish (a quorum is not required) to meet with, hear from and question the nominees. In addition to the foregoing, nominations shall also be accepted from the floor at the annual meeting, or any other meeting at which an election of a Director or Directors is conducted. Any member at such meeting may nominate himself or herself, and no nominations need be seconded.~~

Section 21. Election. ~~All elections shall be by secret written ballot, unless unanimously waived by all Owners of the same Unit type who are present at such meeting.~~ At such election, the members may cast, in respect to each vacancy which they are entitled to fill, one (1) vote for each Unit owned. Cumulative voting is not permitted. Directors elected by Patio Home Owners shall be known as Patio Home Directors, and Directors elected by Estate Home Owners shall be known as Estate Home Directors. Directors shall be permanent residents at Siena Oaks which is defined as being in residence at Siena Oaks at least nine months in each calendar year. An election shall be held if the total number of nominations from the floor taken together with the nominations established prior to the annual meeting exceed the number of vacancies on the Board with respect to the Patio Home Directors or the Estate Home Directors. Should there be an insufficient number of nominations to fill any vacancy on the Board, then the remaining Board members after the meeting shall be authorized to fill the vacancy(ies) in the same manner as if such vacancy was created by the death, resignation or removal of such Director.

Section 32. Term of Office. The term of office of each Director shall terminate upon the election or appointment of such Director's successor pursuant to the provisions in this Section. Notwithstanding anything herein or in the Articles of Incorporation to the contrary, any director may be reelected.

The term of office of Directors shall be two (2) year staggered terms, commencing with the annual meeting in 2009. To accomplish the staggered terms, the following election procedures shall be followed:

ESTATE HOME DIRECTORS: Two (2) Directors shall be elected from the Estate Homes. The candidate receiving the highest number of votes in 2009 will be elected for two (2) years. The candidate receiving the second highest number of votes will be elected for one (1) year. In all subsequent election years, one (1) Estate Home Director will be elected to two (2) year terms.

PATIO HOME DIRECTORS: Three (3) candidates shall be elected. The two (2) candidates receiving the highest and second highest number of votes in 2009 will be elected for two (2) years. The candidate receiving the third highest number of votes will be elected for one (1) year. At the expiration of each of the preceding terms, the Patio Home Directors will all be elected for two (2) year terms.

In case of a tie in the number of votes, the decision shall be determined by the toss of a coin. Vacancies not filled by the election process shall be filled by appointment by the Board of Directors. Should the annual meeting/election be delayed, the term of office will be extended until the annual meeting can be held.

The term of office of each Director shall terminate upon the election or appointment of such Director's successor pursuant to these Bylaws. Election of directors shall be held at the annual Members' meeting.

Section 3. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. No Owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Elections shall be decided by a plurality of those ballots cast. Cumulative voting is prohibited.

Section 4. Written notice of the scheduled election shall be sent to each Member at his last known address as it appears on the books of the Association. The first notice of the date of the election shall be mailed, hand delivered or electronically transmitted to each member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.

Section 5. Any Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association which must be received by the Association not less than forty (40) days before the scheduled election. Written notice

shall be effective when received by the Association. As long as the Statute applicable to homeowners associations so requires, nominations will also be permitted from the floor at the election. No other nominations will be permitted.

Art 3
Sec 3
10/1/02
1/1/02

(15)

Section 6. Not less than fourteen (14) days before the scheduled election, the Association shall mail, deliver or electronically transmit to the eligible voters at the addresses listed in the official records of the Association a second notice of the election, together with a ballot. Each Unit shall receive one (1) ballot. The second notice and accompanying documents shall not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter and the Unit numbers being voted and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner smaller envelope and seal that envelope. The inner envelope shall then be placed within the larger outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person owns more than one Unit and is, therefore, entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for his or her signature. The outer envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed. The submission of a ballot in the form required shall count as attendance at the annual meeting for purposes of establishing a quorum.

Section 7. The written ballot shall indicate in alphabetical order by surname, each and every Owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. Write-in candidates shall be permitted only for those candidates nominated from the floor, so long as the applicable Statute requires that such nominations be permitted. No ballot shall contain a section providing for the signature of a voter. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened until the time of the election, after nominations are closed, and after a motion is approved by a floor vote at the annual meeting to close the polls.

Section 8. The Association shall have available additional blank ballots and envelopes at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in Section 7 hereof. At the meeting, as the first order of business in the election procedure, ballots not yet cast shall be collected and motion to close the polls shall be adopted. Next, a committee shall be appointed by a motion and vote from the floor at the election and the signatures and Unit identifications on the outer envelopes shall be checked against the list of qualified voters. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any Owners in attendance, all inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, even if no such motion has been made and approved, and no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Owners. Any inner envelopes containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted.

Section 9. Notwithstanding anything contained herein to the contrary, an election is not necessary unless there are more eligible candidates than vacancies.

[Signature Page to Follow]

WITNESS my signature hereto this 21ST day of MAY, 2009, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness
ALFRED S. DeMott
(PRINT NAME)

By: [Signature] President

[Signature]
Witness
Cheryl Lynn Pannebecker
(PRINT NAME)

Attest: [Signature] Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 21ST day of MAY 2009, by AL BROWN and MARIE MAUCERI, as PRESIDENT and SECRETARY respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

[Signature] (Signature)
BILLIE INTAGLIATA (Print Name)

Notary Public, State of Florida at Large

WPB_DB: 1151927_1



This instrument was prepared by:
MARK D. FRIEDMAN, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive - 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CORRECTIVE
CERTIFICATE OF AMENDMENT TO THE
RESTATED BY-LAWS FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Restrictions for Siena Oaks has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 6607 at Page 395; and

WHEREAS, the Bylaws are recorded and attached as Exhibit "C", thereto; and

WHEREAS, the Restated Declaration of Restrictions for Siena Oaks has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 18744 at Page 1951; and

WHEREAS, the Restated By-Laws are recorded and attached as Exhibit "C", thereto; and

WHEREAS, a Certificate of Amendment to the Restated Declaration of Restrictions for Siena Oaks Homeowner's Association, Inc. was recorded in the Public Records of Palm Beach County, Florida in Official Records Book 23019 at Page 1388; and

WHEREAS, the proposed amendments to Article V of the Restated Bylaws should not have been recorded due to the fact that said amendments did not obtain the requisite vote of the membership.

NOW, THEREFORE, the undersigned files this Corrective Certificate of Amendment to correct any error in recording the amendments to Article V of the Restated Bylaws, by deleting and withdrawing said Article V of the Restated Bylaws in its entirety. All other amendments to the Restated Declaration, Restated Articles of Incorporation, Restated Bylaws and the Architectural Guidelines and Rules included in the Certificate of Amendment referenced above, shall remain in full force and effect.

WITNESS my signature hereto this 21ST day of MAY, 2009, at Palm Beach Gardens, Palm Beach County, Florida.

**SIENA OAKS HOMEOWNERS
ASSOCIATION, INC.**

[Signature]
Witness
ALFRED S. De MOTT
(PRINT NAME)

By: [Signature]
President

Cheryl Lynn Pannebecker
Witness
Cheryl Lynn Pannebecker
(PRINT NAME)

Attest [Signature]
Secretary

[Notary page to follow]

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 21ST day of MAY 2009, by AL BROWN and MARIE MAUCEPI, as PRESIDENT and SECRETARY, respectively, of **Siena Oaks Homeowner's Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Billie Intagliata (Signature)

BILLIE INTAGLIATA (Print Name)
Notary Public, State of Florida at Large



WPB_DB: 1152181_1



CFN 20090002750
 OR BK 23019 PG 1388
 RECORDED 01/05/2009 15:23:50
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1388 - 1397; (10pgs)

This instrument was prepared by:
MARK D. FRIEDMAN, ESQUIRE
 Becker & Poliakoff, P.A.
 625 North Flagler Drive 7th Floor
 West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT
 TO THE RESTATED DECLARATION OF RESTRICTIONS FOR
 SIENA OAKS AND THE RESTATED ARTICLES OF INCORPORATION, BYLAWS,
 AND ARCHITECTURAL GUIDELINES AND RULES FOR
 SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of **Palm Beach County**, Florida, in Official Record Book **6607** at Page **395**; and

WHEREAS, the Articles of Incorporation, Bylaws and Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc. are recorded and attached as Exhibits "B", "C" and "D", respectively, thereto; and

WHEREAS, the **Restated Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of **Palm Beach County**, Florida, in Official Record Book **18744** at Page **1951**; and

WHEREAS, the Restated Articles of Incorporation, Restated Bylaws and Restated Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc. are recorded and attached as Exhibits "B", "C" and "D", respectively, thereto

WHEREAS, at a duly called and noticed meeting of the membership of **Siena Oaks Homeowners Association, Inc.**, a Florida not-for-profit corporation, held on **November 19, 2008**, the aforementioned **Restated Declaration of Restrictions** was amended pursuant to the provisions of said **Restated Declaration**.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Restated Declaration are a true and correct copy of the amendments as amended by the membership:

**AMENDMENTS TO THE
 RESTATED DECLARATION OF RESTRICTIONS FOR
 SIENA OAKS**

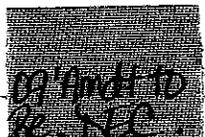
(Additions shown by "underlining",
 deletions shown by "~~strikeout~~",
 unaffected text indicated by "...")

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

* * *

Section 2. Voting. The Association shall have one class of voting membership; which members shall be all Owners, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit. In the event any Owner or Unit is more than ninety (90) days delinquent in the payment of any regular annual assessments to the Association, the Association may suspend or any installment thereof, the voting rights of such Owner or appurtenant to such Unit shall automatically be suspended until such the delinquency is paid in full.



ARTICLE V

COVENANT FOR ASSESSMENTS

* * *

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment, or the installment of any assessment, is not paid within fifteen (15) days after the due date, a late fee of \$20.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment or installment of an assessment remains unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

~~For Example: Owner A is Delinquent in Payment of this monthly assessment for two (2) months. The computation of late fees is as follows:~~

- ~~1st Month's late fees: \$20.00 for assessment #1.~~
- ~~2nd Month's late fees: \$20.00 for assessment #2 and another \$20.00 for assessment #1.~~
- ~~Total amount of late charges due after two months: \$60.00 (\$20.00 for month #1 and \$40.00 for month #2) (Note: This is not a change of the original document, but merely an illustration of its intent).~~

In addition to, and not in lieu of any other remedies available to the Association, if any installment of any annual or special assessment is not paid within ninety (90) days after the due date, the Association may accelerate the balance of such annual or special assessment such that it is all due and payable immediately, and such accelerated annual or special assessment shall be secured by the Association's lien, including all costs, expenses and attorneys' fees incident to collecting the same. With respect to annual assessments, the balance for the remainder of the fiscal year of the Association may be accelerated.

In addition to the above, but not in lieu thereof, if any Owner or Unit is more than ninety (90) days delinquent in the payment of any regular annual assessments, or any installment thereof, ~~the Board of Directors may suspend~~ the voting rights of such Owner or the voting rights appurtenant to such Unit shall automatically be suspended until such the delinquency is paid in full.

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

* * *

Section 3. Others. As deemed appropriate by the Board of Directors, the Association shall maintain, as a common expense, the vegetation, landscaping, and/or improvements (including, without limitation, light fixtures except Post Lights, and the utility costs associated therewith) and/or sprinkler system upon areas which are not within the Properties but abut or are in the vicinity of the same or are owned by a utility or governmental authority, so as to enhance the appearance or safety of the Properties or otherwise benefit the Properties, the Association or the Unit Owners, as determined by the Board of Directors, such as, without limitation, swale areas or median areas within the right of way of abutting or nearby public streets, roads and areas within drainage canal rights of ways or other abutting or nearby waterways provided that the Association obtains any required approval or agreement from the property owner and/or applicable governmental authority and further provided the Association's insurance covers any liability related to any

activities of the Association upon such property. Notwithstanding the foregoing, all mailboxes remain the responsibility of the Owner of the Unit which the mailbox serves.

PROVISO; This section applies only to maintenance and repair of the above described items and areas to the extent agreed upon between the Association (through the Board of Directors) and the property owner and/or applicable governmental authority. Capital improvements, such as the addition of trees or shrubbery to non-Association property, must be approved by the Members. Notwithstanding the foregoing, the Association is specifically authorized to enter into that certain agreement with the City of Palm Beach Gardens entitled "Agreement for Installation and Maintenance of Traffic Calming Improvements" and to maintain certain landscaping and perform certain responsibilities with respect to certain lighting improvements and sprinkler heads, as a common expense, as more specifically described in said Agreement. Such landscaping, lighting improvements and sprinkler heads are located or will be installed or constructed on property not within the Properties.

Section 4. Post Lights. Notwithstanding anything in this Declaration to the contrary, Unit Owners shall be responsible for the maintenance, repair, and replacement of the Post Light(s) connected, affixed or attached to their Units. This includes replacing, the Association shall replace, as needed from time to time, the light bulbs and gas light wicks of the post lights located on any Unit, and The Association shall have the right but not the obligation to enter any Unit to maintain, repair or replace Post Lights when the Unit Owner fails to do so after receiving written notice from the Association. The Association shall have an irrevocable easement right to enter any Unit at any reasonable time to perform same. In the event any light bulb or gas light wick needs to be replaced as a result of the intentional or negligent act of any Unit Owner or his lessee or any family member, guest, employee or invitee thereof, The Association may shall charge any cost incurred by the Association against such Unit Owner and his/her/their Unit, which charge shall be an assessment against the Unit collectible in the same manner as any other assessment levied by the Association under Article V of this Declaration. Changes or alterations to Post Lights are governed by Article 6.1 of Exhibit "D" to this Declaration as the same may be amended or renumbered from time to time.

ARTICLE VII

MAINTENANCE OBLIGATION OF UNIT OWNERS

Section 1. Owner's Responsibility.

(a) Each Unit Owner is responsible for the repair, maintenance and/or replacement at his expense of all portions of the dwelling, landscaping and other improvements constructed on his Unit excluding, however, Grounds Keeping Services as set forth in Section 2 of Article VI hereof. Accordingly, each Owner shall maintain at his expense the exterior and interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense all structural, electrical, mechanical and plumbing elements thereof. Owners are strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Directors and the Architectural Control Committee. Fences located on or along the rear property lines shared in common by two (2) or more "Zero-Lot-Line" or "Z-Lot" Units, shall be known as "party fences" and shall be jointly maintained, repaired, or replaced by the Owners of such Units as follows:

(i) In the event of damage or destruction of the party fence from any cause whatsoever, other than the negligence or willful misconduct of a Unit Owner, the Unit Owners shall, at their joint expenses, repair and rebuild said fence and each Owner shall have the right to full use as herein contained of said fence repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the party fence, such expense shall be shared equally by the Owners of the adjoining Unit(s) or his/their successor in title. Whenever such fence or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it

shall initially be constructed and shall be of the same size and of the same or similar materials and of like quality unless otherwise agreed by the Unit Owners and the Architectural Control Committee, subject to the provisions of this Declaration. Provided, however, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one (1) Unit Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a Unit Owner shall refuse to pay his share of such cost or all of such cost in the case of negligence or willful misconduct, the other Unit Owner or the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Unit of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus the amount of damages, if any, together with a reasonable attorneys' fee incurred. Any Unit Owner making use of the party fence shall do so in such manner as to preserve all rights of the adjacent Unit Owner in the fence, and shall save the adjacent Owner harmless from all damage caused thereby to improvements then existing and shall indemnify and hold the adjacent Owner harmless from any claim or liability associated with such use of the party fence. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Unit(s) shall not be deemed a trespass as long as the repairs and reconstruction shall be done in an expedient and workmanlike manner, consent being hereby given to enter on the adjacent Unit to effect necessary repairs and reconstruction.

(ii) The Owner of any Unit sharing a party fence with the adjoining Unit(s) shall not possess the right to cut windows or other openings in the party fence, nor make any alterations, additions or structural changes in the party fence.

(iii) The Owner of any such Unit shall have the right to the full use of said party fence for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the Owner of an adjoining Unit or the Association, nor shall his enjoyment of said fence in any manner impair the value of said fence or adjacent Unit(s).

(iv) Each party fence constructed, located or to be constructed on the Units is to be and remain a party fence for the perpetual use and benefit of the respective Owners thereof, their heirs, assigns, successors and grantees, said Units shall be conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

All other fences which are not party fences as defined in Article VII, Section 1(a) of this Declaration, located upon or primarily serving any Unit shall be maintained and repaired by the Owner of such Unit. ~~For example, and without limitation, any fence attached to any Unit shall be maintained by the Owner of such Unit.~~ If an Owner fails to maintain or repair any fence for which the Owner is responsible (jointly or severally), the Association may, after providing reasonable written notice, enter any Unit lot to perform such exterior maintenance, repair, or replacement as required and may levy an assessment against the Unit(s) for the costs incurred, ~~which~~ Such assessment shall be subject to collection and foreclosure in the same manner any other assessment levied by the Association pursuant to this Declaration and/or the Bylaws.

* * *

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

* * *

Section 2. Membership to Committee. The Architectural Control Committee ("ACC") shall consist of a minimum of three (3) members appointed by the Board and who shall serve at the pleasure of the Board, a At least one (1) member of the ACC of whom shall be an Estate Home Unit Owner and at least one (1) member shall be a Patio Home Owner unless no Owner from the Estate or Patio Homes sections is willing to serve on the ACC, appointed by the Board of Directors. The Board of Directors shall select such committee members and fill any vacancy by appointment for a term as determined by the Board. The Board may, by majority vote, remove members from the ACC. ~~The members~~

~~of the Architectural Control Committee shall serve at the pleasure of the Board of Directors and may be removed and replaced at any time by the Board of Directors, provided that at least one (1) member of the committee is an Estate Home Unit Owner, unless no Estate Home Unit Owner is willing to serve on the Committee.~~

ARTICLE XI
PROHIBITED USES

* * *

Section 23. Speed Limit. The maximum speed limit on the streets within the Siena Oaks Community shall be as posted.

**AMENDMENT TO THE
RESTATED ARTICLES OF INCORPORATION FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "...")

ARTICLE XI
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

* * *

3. Vote Necessary. In order for such amendment or amendments to become effective, the same may be approved by a majority vote of Owners present at a duly called meeting of the members at which a quorum is present in person or by proxy or by written consent in lieu of a meeting by the execution and recordation in the Public Records of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association pursuant to the requirements of Section 617.0701, Florida Statutes, as the same may be amended or renumbered from time to time. In case of any conflict between these Articles and the Declaration, Declaration shall control. In case of any conflict between these Articles and the Bylaws, these Articles shall control.

**AMENDMENTS TO THE
RESTATED BYLAWS FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "...")

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held ~~at least once~~ each calendar year pursuant to the requirements of Section 720.306, Florida Statutes, as amended or renumbered from time to time. The annual meeting shall be held on a date during the month of ~~March~~ May and at a time and location to be determined by the Board of Directors.

* * *

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty percent (20%) ~~thirty percent (30%)~~ of the votes of the Association 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 present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

* * *

~~Section 2. Term of Office. The first election of Directors shall be held when Class B membership ceases, as provided in ARTICLE VIII of the Articles of Incorporation, at a meeting of the members called for that purpose. The term of office of Directors shall be as so stated in the Articles of Incorporation.~~

Section ~~2~~ 3. Removal. Any Director may be removed from the Board, with or without cause, upon a majority vote of the Owners which elected that Director, in accordance with the provisions of Article V hereof. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor, provided, however that such successor selected by the Board shall be an Owner of the same type of Unit which elected said preceding Director.

Section ~~3~~ 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.

Section ~~4~~ 5. 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 the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

* * *

Section 2. Election. ~~At each annual members' meeting, Owners of Patio Home Units shall be entitled to elect up to three (3) members to the Board of Directors, to be selected from Patio Home Nominees, and Owners of Estate Home Units shall be entitled to elect up to two (2) members to the Board of Directors, to be selected from Estate Home Nominees, as provided in Section 3 of this Article. All elections shall be by secret written ballot, unless unanimously waived by all Owners of the same Unit type who are present at such meeting. At such election, the members may cast, in respect to each vacancy which they are entitled to fill, one (1) vote for each Unit owned. Cumulative voting is not permitted. Directors elected by Patio Home Owners shall be known as Patio Home Directors, and Directors elected by Estate Home Owners shall be known as Estate Home Directors. Directors shall be permanent residents at Siena Oaks which is defined as being in residence at Siena Oaks at least nine months in each calendar year. An election shall be held if the total number of nominations from the floor taken together with the nominations established prior to the annual meeting exceed the number of vacancies on the Board with respect to the Patio Home Directors or the Estate Home Directors. Should there be an insufficient number of nominations to fill any vacancy on the Board, then the~~

Di and

remaining Board members after the meeting shall be authorized to fill the vacancy(ies) in the same manner as if such vacancy was created by the death, resignation or removal of such Director.

Section 3. Term of Office. ~~The Directors elected by the members shall have terms of one (1) year.~~ The term of office of each Director shall terminate upon the election or appointment of such Director's successor pursuant to these Bylaws provisions in this Section. Notwithstanding anything herein or in the Articles of Incorporation to the contrary, any director may be reelected.

The term of office of Directors shall be two (2) year staggered terms, commencing with the annual meeting in 2009. To accomplish the staggered terms, the following election procedures shall be followed:

ESTATE HOME DIRECTORS: Two (2) Directors shall be elected from the Estate Homes. The candidate receiving the highest number of votes will be elected for two (2) years. The candidate receiving the second highest number of votes will be elected for one (1) year. In all subsequent election years, one (1) Estate Home Director will be elected to two (2) year terms.

PATIO HOME DIRECTORS: Three (3) candidates shall be elected. The two (2) candidates receiving the highest and second highest number of votes in 2009 will be elected for two (2) years. The candidate receiving the third highest number of votes will be elected for one (1) year. At the expiration of each of the preceding terms, the Patio Home Directors will all be elected for two (2) year terms.

In case of a tie in the number of votes, the decision shall be determined by the toss of a coin. Vacancies not filled by the election process shall be filled by appointment by the Board of Directors. Should the annual meeting/election be delayed, the term of office will be extended until the annual meeting can be held.

The term of office of each Director shall terminate upon the election or appointment of such Director's successor pursuant to these Bylaws. Election of directors shall be held at the annual Members' meeting.

Section 4. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall not be used in the election of the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. No Owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Elections shall be decided by a plurality of those ballots cast. Cumulative voting is prohibited.

Section 5. Written notice of the scheduled election shall be sent to each Member at his last known address as it appears on the books of the Association. The first notice of the date of the election shall be mailed, hand delivered or electronically transmitted to each member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.

Section 6. Any Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association which must be received by the Association not less than forty (40) days before the scheduled election. Written notice shall be effective when received by the Association. As long as the Statute applicable to homeowners associations so requires, nominations will also be permitted from the floor at the election. No other nominations will be permitted.

Section 7. Not less than fourteen (14) days before the scheduled election, the Association shall mail, deliver or electronically transmit to the eligible voters at the addresses listed in the official records of the Association a second notice of the election, together with a ballot. Each Unit shall receive one (1) ballot. The second notice and accompanying documents shall not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of

the outer envelope shall indicate the name of the voter and the Unit numbers being voted and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner smaller envelope and seal that envelope. The inner envelope shall then be placed within the larger outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person owns more than one Unit and is, therefore, entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for his or her signature. The outer envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed. The submission of a ballot in the form required shall count as attendance at the annual meeting for purposes of establishing a quorum.

Section 8. The written ballot shall indicate in alphabetical order by surname, each and every Owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. Write-in candidates shall be permitted only for those candidates nominated from the floor, so long as the applicable Statute requires that such nominations be permitted. No ballot shall contain a section providing for the signature of a voter. Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened until the time of the election, after nominations are closed, and after a motion is approved by a floor vote at the annual meeting to close the polls.

Section 9. The Association shall have available additional blank ballots and envelopes at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in Section 7 hereof. At the meeting, as the first order of business in the election procedure, ballots not yet cast shall be collected and motion to close the polls shall be adopted. Next, a committee shall be appointed by a motion and vote from the floor at the election and the signatures and Unit identifications on the outer envelopes shall be checked against the list of qualified voters. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. The voters shall be checked off on the list as having voted. Then, in the presence of any Owners in attendance, all inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, even if no such motion has been made and approved, and no more ballots shall be accepted. Inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of any Owners. Any inner envelopes containing more than one ballot shall be marked "disregarded" and any ballots contained therein shall not be counted.

Section 10. Notwithstanding anything contained herein to the contrary, an election is not necessary unless there are more eligible candidates than vacancies.

**AMENDMENTS TO THE
ARCHITECTURAL GUIDELINES AND RULES FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "...")

III. FENCES

3.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

A. Only three types of fences are permitted: (to be applied to both Estate and Patio homes)

- (1) Wood Fences; Shadow-wood (shadow box) type made of natural wood (not painted). Wood fences shall be a height of six (6) feet (not less or more). ~~Wood fences shall not be permitted facing any street or sidewalk bordering the front or side of any lot. Existing wood fences in such locations shall be grandfathered but when the same need to be replaced, shall only be replaced by white vinyl fencing as described below.~~
- (2) Metal Fences: Metal fences may only be installed along lakes and canals in the rear of a lot. All metal fences shall be of aluminum materials, white in color, open metal picket style, with a six inch slat separation as prevalent in "Siena Oaks Homeowners Association". The ACC COMMITTEE may approve slat separations of less than six inches if there exists safety concerns for small children. Metal fences shall be a height of four (4) feet.
- (3) White Vinyl Fences: White vinyl fences shall be of a shadow box type or style (as determined and approved by the ACC COMMITTEE) and six (6) feet in height (not less or more). ~~Any fence facing a sidewalk or street bordering a lot must be a white vinyl fence, except for grandfathered wood fences as described in subparagraph 3.1.A(1) above.~~

V. MAILBOXES AND STANCHIONS

5.1 "SIENA OAKS HOMEOWNERS ASSOCIATION". Deviations shall be permitted only if the deviation is made in the entire community, and only if all of the mailboxes and stanchions are uniform in the community. The maintenance, repair and replacement of mailboxes shall be the responsibility of the Unit Owner.

[Signature Page to Follow]

WITNESS my signature hereto this 18 day of December, 2008, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness [Signature]
W. Fred S. DeMott
(PRINT NAME)

By: [Signature]
Vice President

[Signature]
Witness [Signature]
Cheryl Lynn Pannabecker
(PRINT NAME)

Attest: [Signature]
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 18th day of DECEMBER 2008, by VINCENT LANONO and MARIE MAUCERI, as VICE PRESIDENT and SECRETARY respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

[Signature] (Signature)
BILLIE INTAGLIATA (Print Name)

Notary Public, State of Florida at Large

WPB_DB: 359433_1



State of Florida



Department of State

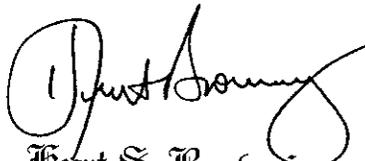
I certify the attached is a true and correct copy of the Articles of Amendment, filed on January 5, 2009, to Articles of Incorporation for SIENA OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N35741.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourteenth day of January, 2009



CR2EO22 (01-07)


Kurt S. Browning
Secretary of State

COPIES
TO ARTS

AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

FILED
2009 JAN -5 PM 3:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned officers of **Siena Oaks Homeowners Association, Inc.** do hereby certify that the following amendment to the Articles of Incorporation of said corporation is a true and correct copy as amended, pursuant to Article XI thereof, by the membership at a duly called and noticed meeting of the members held November 19, 2008. The amendment was adopted by the members and the number of votes cast for the amendment was sufficient for approval.

AMENDMENT TO THE
ARTICLES OF INCORPORATION FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "...")

ARTICLE XI
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

* * *

3. Vote Necessary. In order for such amendment or amendments to become effective, the same may be approved by a majority vote of Owners present at a duly called meeting of the members at which a quorum is present in person or by proxy or by written consent in lieu of a meeting by the execution and recordation in the Public Records of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association pursuant to the requirements of Section 617.0701, Florida Statutes, as the same may be amended or renumbered from time to time. In case of any conflict between these Articles and the Declaration, Declaration shall control. In case of any conflict between these Articles and the Bylaws, these Articles shall control.

WITNESS my signature hereto this 18 day of December, 2008, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness
BY: [Signature] (SEAL)
Vice President

[Signature]
Witness
ATTEST: [Signature] (SEAL)
Secretary

[Notary Page to Follow]

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 18TH day of DECEMBER, 2008, by VINCENT LANONO and MARIE MAUCERI, as VICE PRESIDENT and SECRETARY, respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Billie Intagliata (Signature)

BILLIE INTAGLIATA (Print Name)
Notary Public, State of Florida at Large

WPB_DB: 359434_1





CFN 20080308590
 OR BK 22816 PG 0505
 RECORDED 08/18/2008 16:04:31
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0505 - 507; (3pgs)

AGREEMENT AND COVENANT

THIS AGREEMENT AND COVENANT is made this 4 day of JULY, 2005, by and between **SIENA OAKS HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as "Association") and MARK COLESON and CINDY (hereinafter collectively referred to as "Owner").

RECITALS:

1. Association is the entity responsible for the administration and operation of the Siena Oaks Homeowners Association community.
2. Owner is the record owner of the lot located at 1088 ROBLE WAY, the legal description of which is as follows:

Lot 88, Block _____, as shown on the Plat of "Siena Oaks, a PUD", recorded in Plat Book 65, Page 132, of the Public Records of Palm Beach County, Florida (the "Lot").
3. Association and Owner desire to enter into this Agreement and Covenant concerning the installation of a party fence to be located along the rear property line of the Lot, such fence to be partially situated on Association Property and the Lot.

In consideration of the foregoing recitals and the mutual promises and covenants of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Association and Owner hereby agree as follows:

1. Pursuant to an agreement dated JULY 8TH, 2005, Association and Owner agreed for the Association to install a white vinyl fence along the rear property line of the Lot, said fence to be situated partially on the Lot and partially on Association Property (the "Fence").
2. The Fence shall be a party fence and shall be jointly maintained, repaired and/or replaced by Association and Owner as follows:

In the event of damage or destruction of the Fence from any cause whatsoever, other than the negligence or willful misconduct of Association or Owner, or Owner's family members, tenants, guests, invitees or licensees, Association and Owner shall, at their joint expense, repair and rebuild said Fence and Association and Owner shall have the right to full use of the Fence repaired or rebuilt. Notwithstanding the foregoing, ordinary maintenance of the Fence, such as cleaning, shall be performed by Association for the portion of the fence facing Association Property and by Owner for the portion of the Fence facing the Lot. Whenever the Fence or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it was initially constructed, and shall be of the same size and of the same or similar materials and of like quality unless otherwise agreed to by Association, in its sole and absolute discretion. However, if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of either Association or Owner, or Owner's family members, tenants, invitees, guests or licensees, any expense incidental thereto shall be borne solely by such party. If Association or Owner shall refuse to pay its share of such cost or all such costs in the case of negligence or willful misconduct, the other party may have the Fence repaired or reconstructed and shall be entitled to reimbursement from the Association or Owner as applicable. If Owner fails to pay any amount owed to Association



for the maintenance, repair, construction or replacement of the Fence, Association shall be entitled to file a lien against the Lot for such amount plus any attorney's fees or costs incident to the collection of such amount, including the preparation, recordation and enforcement of the lien. Such lien may be foreclosed against the Lot in the same manner as a mortgage. Association and Owner shall make use of the Fence in such manner as to preserve all rights of both parties in the Fence, and shall indemnify and hold the other harmless from all damages, claim or liability associated with the use of the Fence caused by such party's negligence. In the event maintenance, repair or reconstruction shall be necessary, all necessary entries on the adjacent Association Property or Lot shall not be deemed a trespass as long as the maintenance, repair or reconstruction is done in an expedient and workmanlike manner, consent being hereby given by each party to enter on the property of the other party to effect the necessary maintenance, repair or reconstruction.

- 3. The provisions of this Agreement and Covenant shall touch, concern and run with the Lot and shall be binding upon Association and Owner and their successors and assigns, and all successors and assigns of any ownership interest or title in or to the Lot.
- 4. In the event of any dispute related to this Agreement and Covenant, the prevailing party shall be entitled to recover its attorney's fees and costs, including all appellate proceedings.
- 5. In the event any term or provision of this Agreement and Covenant shall be deemed invalid or unenforceable for any reason, the remaining terms and provisions shall remain in full force and effect.
- 6. This Agreement and Covenant shall be construed in accordance with the laws of the State of Florida and venue for any action related hereto shall be a court of competent jurisdiction in Palm Beach County, Florida.

Witnesses:

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

Eileen Tucker

By: Richard B. Beladino
President

Mickelle Winfree

Attest: Marie Mauceri
Secretary

STATE OF FLORIDA :
: ss
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 12TH day of AUGUST, 2005, by RICHARD B. BELADINO and MARIE MAUCERI, as President and Secretary, respectively of Siena Oaks Homeowners Association, Inc., who is personally known to me, or produced _____ as identification, and did take an oath. If no type of identification is indicated, the above-named person(s) is/are personally known by me.

Billie Intagliata
Notary Public, State of Florida

BILLIE INTAGLIATA
Printed Name of Notary

My Commission Expires: 3-16-08



Witnesses:

Mark Gerstner

OWNER

Cindy Gerstner

OWNER

STATE OF FLORIDA

:

: ss

COUNTY OF PALM BEACH

:

The foregoing instrument was acknowledged before me this 14 day of July, 2005, by Mark & Cindy Gerstner and _____, who is/~~are~~ personally known to me, or produced _____ as identification, and did take an oath. If no type of identification is indicated, the above-named person(s) is/are personally known by me.



Laura W. Putnam
My Commission DD198583
Expires March 31, 2007

Laura W Putnam

Notary Public, State of Florida

Laura W. Putnam

Printed Name of Notary

My Commission Expires: 3/31/07

278916_1

AGREEMENT AND COVENANT

THIS AGREEMENT AND COVENANT is made this 19 day of July, 2005, by and between **SIENA OAKS HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as "Association") and Claudia Chen and Dan Chan (hereinafter collectively referred to as "Owner").

RECITALS:

1. Association is the entity responsible for the administration and operation of the Siena Oaks Homeowners Association community.
2. Owner is the record owner of the lot located at 1086 Roble Way the legal description of which is as follows:

Lot 86, Block _____, as shown on the Plat of "Siena Oaks, a PUD", recorded in Plat Book 65, Page 132, of the Public Records of Palm Beach County, Florida (the "Lot").
3. Association and Owner desire to enter into this Agreement and Covenant concerning the installation of a party fence to be located along the rear property line of the Lot, such fence to be partially situated on Association Property and the Lot.

In consideration of the foregoing recitals and the mutual promises and covenants of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Association and Owner hereby agree as follows:

1. Pursuant to an agreement dated July 17, 2005, Association and Owner agreed for the Association to install a white vinyl fence along the rear property line of the Lot, said fence to be situated partially on the Lot and partially on Association Property (the "Fence").
2. The Fence shall be a party fence and shall be jointly maintained, repaired and/or replaced by Association and Owner as follows:

In the event of damage or destruction of the Fence from any cause whatsoever, other than the negligence or willful misconduct of Association or Owner, or Owner's family members, tenants, guests, invitees or licensees, Association and Owner shall, at their joint expense, repair and rebuild said Fence and Association and Owner shall have the right to full use of the Fence repaired or rebuilt. Notwithstanding the foregoing, ordinary maintenance of the Fence, such as cleaning, shall be performed by Association for the portion of the fence facing Association Property and by Owner for the portion of the Fence facing the Lot. Whenever the Fence or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it was initially constructed, and shall be of the same size and of the same or similar materials and of like quality unless otherwise agreed to by Association, in its sole and absolute discretion. However, if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of either Association or Owner, or Owner's family members, tenants, invitees, guests or licensees, any expense incidental thereto shall be borne solely by such party. If Association or Owner shall refuse to pay its share of such cost or all such costs in the case of negligence or willful misconduct, the other party may have the Fence repaired or reconstructed and shall be entitled to reimbursement from the Association or Owner as applicable. If Owner fails to pay any amount owed to Association

for the maintenance, repair, construction or replacement of the Fence, Association shall be entitled to file a lien against the Lot for such amount plus any attorney's fees or costs incident to the collection of such amount, including the preparation, recordation and enforcement of the lien. Such lien may be foreclosed against the Lot in the same manner as a mortgage. Association and Owner shall make use of the Fence in such manner as to preserve all rights of both parties in the Fence, and shall indemnify and hold the other harmless from all damages, claim or liability associated with the use of the Fence caused by such party's negligence. In the event maintenance, repair or reconstruction shall be necessary, all necessary entries on the adjacent Association Property or Lot shall not be deemed a trespass as long as the maintenance, repair or reconstruction is done in an expedient and workmanlike manner, consent being hereby given by each party to enter on the property of the other party to effect the necessary maintenance, repair or reconstruction.

3. The provisions of this Agreement and Covenant shall touch, concern and run with the Lot and shall be binding upon Association and Owner and their successors and assigns, and all successors and assigns of any ownership interest or title in or to the Lot.
4. In the event of any dispute related to this Agreement and Covenant, the prevailing party shall be entitled to recover its attorney's fees and costs, including all appellate proceedings.
5. In the event any term or provision of this Agreement and Covenant shall be deemed invalid or unenforceable for any reason, the remaining terms and provisions shall remain in full force and effect.
6. This Agreement and Covenant shall be construed in accordance with the laws of the State of Florida and venue for any action related hereto shall be a court of competent jurisdiction in Palm Beach County, Florida.

Witnesses:

Eileen Tucker

Michelle Winfree

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

By: Richard B. Beladino
President

Attest: Marie Maureri
Secretary

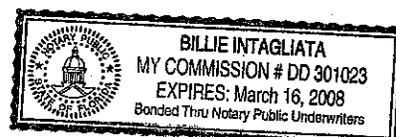
STATE OF FLORIDA :
: ss
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 12TH day of AUGUST, 2005, by RICHARD B. BELADINO and MARIE MAUCERI, as President and Secretary, respectively of Siena Oaks Homeowners Association, Inc., who is personally known to me, or produced _____ as identification, and did take an oath. If no type of identification is indicated, the above-named person(s) is/are personally known by me.

Billie Intagliata
Notary Public, State of Florida

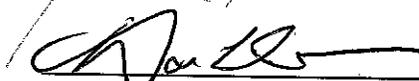
BILLIE INTAGLIATA
Printed Name of Notary

My Commission Expires: 3-16-08



Witnesses:



OWNER


OWNER

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 24th day of July, 2005, by CLAUDIA CHUN and DAN CHUN and _____, who is/are personally known to me, or produced _____ as identification, and did take an oath. If no type of identification is indicated, the above-named person(s) is/are personally known by me.





Notary Public, State of Florida
Hilda Simons

Printed Name of Notary

My Commission Expires:

278916_1



AGREEMENT AND COVENANT

THIS AGREEMENT AND COVENANT is made this 20th day of JULY, 2005, by and between **SIENA OAKS HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as "Association") and DORIS D. BRUNO and DORIS D. BRUNO (hereinafter collectively referred to as "Owner").

RECITALS:

1. Association is the entity responsible for the administration and operation of the Siena Oaks Homeowners Association community.
2. Owner is the record owner of the lot located at 1082 SIENA OAKS Cir. E the legal description of which is as follows: PALM BEACH GARDENS, FL 33410
 Lot 82, Block _____, as shown on the Plat of "Siena Oaks, a PUD", recorded in Plat Book 65, Page 132, of the Public Records of Palm Beach County, Florida (the "Lot").
3. Association and Owner desire to enter into this Agreement and Covenant concerning the installation of a party fence to be located along the rear property line of the Lot, such fence to be partially situated on Association Property and the Lot.

In consideration of the foregoing recitals and the mutual promises and covenants of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Association and Owner hereby agree as follows:

1. Pursuant to an agreement dated July 8th, 2005, Association and Owner agreed for the Association to install a white vinyl fence along the rear property line of the Lot, said fence to be situated partially on the Lot and partially on Association Property (the "Fence").
2. The Fence shall be a party fence and shall be jointly maintained, repaired and/or replaced by Association and Owner as follows:

In the event of damage or destruction of the Fence from any cause whatsoever, other than the negligence or willful misconduct of Association or Owner, or Owner's family members, tenants, guests, invitees or licensees, Association and Owner shall, at their joint expense, repair and rebuild said Fence and Association and Owner shall have the right to full use of the Fence repaired or rebuilt. Notwithstanding the foregoing, ordinary maintenance of the Fence, such as cleaning, shall be performed by Association for the portion of the fence facing Association Property and by Owner for the portion of the Fence facing the Lot. Whenever the Fence or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it was initially constructed, and shall be of the same size and of the same or similar materials and of like quality unless otherwise agreed to by Association, in its sole and absolute discretion. However, if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of either Association or Owner, or Owner's family members, tenants, invitees, guests or licensees, any expense incidental thereto shall be borne solely by such party. If Association or Owner shall refuse to pay its share of such cost or all such costs in the case of negligence or willful misconduct, the other party may have the Fence repaired or reconstructed and shall be entitled to reimbursement from the Association or Owner as applicable. If Owner fails to pay any amount owed to Association

Witnesses:

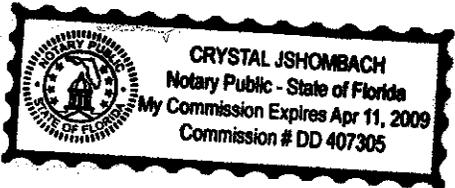
[Signature]

Doris D. Bruno
OWNER

OWNER

STATE OF FLORIDA :
: ss
COUNTY OF PALM BEACH :

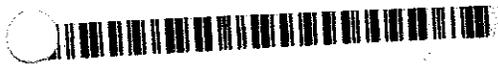
The foregoing instrument was acknowledged before me this 20th day of July, 2005, by DORIS D. BRUNO and Florida S.L., who is/are personally known to me, or produced as identification, and did take an oath. If no type of identification is indicated, the above-named person(s) is/are personally known by me.



[Signature]
Notary Public, State of Florida

Crystal Jshombach
Printed Name of Notary

My Commission Expires: 4/11/09



AGREEMENT AND COVENANT

THIS AGREEMENT AND COVENANT is made this 15 day of July 2005, 2005, by and between **SIENA OAKS HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as "Association") and Robert and Risa Voorhees (hereinafter collectively referred to as "Owner").

RECITALS:

1. Association is the entity responsible for the administration and operation of the Siena Oaks Homeowners Association community.
2. Owner is the record owner of the lot located at 1083 Siena Oaks Circle East, the legal description of which is as follows:

 Lot 83, Block _____, as shown on the Plat of "Siena Oaks, a PUD", recorded in Plat Book 65, Page 132, of the Public Records of Palm Beach County, Florida (the "Lot").
3. Association and Owner desire to enter into this Agreement and Covenant concerning the installation of a party fence to be located along the rear property line of the Lot, such fence to be partially situated on Association Property and the Lot.

In consideration of the foregoing recitals and the mutual promises and covenants of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Association and Owner hereby agree as follows:

1. Pursuant to an agreement dated July 15, 2005, Association and Owner agreed for the Association to install a white vinyl fence along the rear property line of the Lot, said fence to be situated partially on the Lot and partially on Association Property (the "Fence").
2. The Fence shall be a party fence and shall be jointly maintained, repaired and/or replaced by Association and Owner as follows:

In the event of damage or destruction of the Fence from any cause whatsoever, other than the negligence or willful misconduct of Association or Owner, or Owner's family members, tenants, guests, invitees or licensees, Association and Owner shall, at their joint expense, repair and rebuild said Fence and Association and Owner shall have the right to full use of the Fence repaired or rebuilt. Notwithstanding the foregoing, ordinary maintenance of the Fence, such as cleaning, shall be performed by Association for the portion of the fence facing Association Property and by Owner for the portion of the Fence facing the Lot. Whenever the Fence or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it was initially constructed, and shall be of the same size and of the same or similar materials and of like quality unless otherwise agreed to by Association, in its sole and absolute discretion. However, if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of either Association or Owner, or Owner's family members, tenants, invitees, guests or licensees, any expense incidental thereto shall be borne solely by such party. If Association or Owner shall refuse to pay its share of such cost or all such costs in the case of negligence or willful misconduct, the other party may have the Fence repaired or reconstructed and shall be entitled to reimbursement from the Association or Owner as applicable. If Owner fails to pay any amount owed to Association

for the maintenance, repair, construction or replacement of the Fence, Association shall be entitled to file a lien against the Lot for such amount plus any attorney's fees or costs incident to the collection of such amount, including the preparation, recordation and enforcement of the lien. Such lien may be foreclosed against the Lot in the same manner as a mortgage. Association and Owner shall make use of the Fence in such manner as to preserve all rights of both parties in the Fence, and shall indemnify and hold the other harmless from all damages, claim or liability associated with the use of the Fence caused by such party's negligence. In the event maintenance, repair or reconstruction shall be necessary, all necessary entries on the adjacent Association Property or Lot shall not be deemed a trespass as long as the maintenance, repair or reconstruction is done in an expedient and workmanlike manner, consent being hereby given by each party to enter on the property of the other party to effect the necessary maintenance, repair or reconstruction.

3. The provisions of this Agreement and Covenant shall touch, concern and run with the Lot and shall be binding upon Association and Owner and their successors and assigns, and all successors and assigns of any ownership interest or title in or to the Lot.
4. In the event of any dispute related to this Agreement and Covenant, the prevailing party shall be entitled to recover its attorney's fees and costs, including all appellate proceedings.
5. In the event any term or provision of this Agreement and Covenant shall be deemed invalid or unenforceable for any reason, the remaining terms and provisions shall remain in full force and effect.
6. This Agreement and Covenant shall be construed in accordance with the laws of the State of Florida and venue for any action related hereto shall be a court of competent jurisdiction in Palm Beach County, Florida.

Witnesses:

Eileen Tucker

Michelle Winfree

SIENA OAKS HOMEOWNERS
ASSOCIATION, INC.

By: Richard B Beladino
President

Attest: Marie Mauceri
Secretary

STATE OF FLORIDA :
: ss
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 12th day of AUGUST, 2005, by RICHARD B. BELADINO and MARIE MAUCERI, as President and Secretary, respectively of Siena Oaks Homeowners Association, Inc., who is personally known to me, or produced _____ as identification, and did take an oath. If no type of identification is indicated, the above-named person(s) is/are personally known by me.

Billie Intagliata
Notary Public, State of Florida

BILLIE INTAGLIATA
Printed Name of Notary

My Commission Expires: 3-16-08



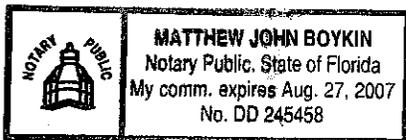
Witnesses:

Matthew Boykin
Kathy B. Katsykin

Risa Susan Voorhees
OWNER
Robert Voorhees
OWNER

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 22 day of July, 2005, by Risa Voorhees and Robert Voorhees, who is/are personally known to me, or produced FDL as identification, and did take an oath. If no type of identification is indicated, the above-named person(s) is/are personally known by me.



Matthew Boykin
Notary Public, State of Florida
Matthew Boykin
Printed Name of Notary

My Commission Expires: Aug 27, 2007

278916_1

AGREEMENT AND COVENANT

THIS AGREEMENT AND COVENANT is made this 7/22 day of 2005, 2005, by and between SIENA OAKS HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Association") and Wilma M. Kirwan and _____ (hereinafter collectively referred to as "Owner").

RECITALS:

1. Association is the entity responsible for the administration and operation of the Siena Oaks Homeowners Association community.
2. Owner is the record owner of the lot located at 1084 Siena Oaks Cir. E. P.B.C. File # 23410 the legal description of which is as follows:

Lot 84, Block _____, as shown on the Plat of "Siena Oaks, a PUD", recorded in Plat Book 65, Page 132, of the Public Records of Palm Beach County, Florida (the "Lot").
3. Association and Owner desire to enter into this Agreement and Covenant concerning the installation of a party fence to be located along the rear property line of the Lot, such fence to be partially situated on Association Property and the Lot.

In consideration of the foregoing recitals and the mutual promises and covenants of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Association and Owner hereby agree as follows:

1. Pursuant to an agreement dated 7/8, 2005, Association and Owner agreed for the Association to install a white vinyl fence along the rear property line of the Lot, said fence to be situated partially on the Lot and partially on Association Property (the "Fence").
2. The Fence shall be a party fence and shall be jointly maintained, repaired and/or replaced by Association and Owner as follows:

In the event of damage or destruction of the Fence from any cause whatsoever, other than the negligence or willful misconduct of Association or Owner, or Owner's family members, tenants, guests, invitees or licensees, Association and Owner shall, at their joint expense, repair and rebuild said Fence and Association and Owner shall have the right to full use of the Fence repaired or rebuilt. Notwithstanding the foregoing, ordinary maintenance of the Fence, such as cleaning, shall be performed by Association for the portion of the fence facing Association Property and by Owner for the portion of the Fence facing the Lot. Whenever the Fence or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it was initially constructed, and shall be of the same size and of the same or similar materials and of like quality unless otherwise agreed to by Association, in its sole and absolute discretion. However, if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of either Association or Owner, or Owner's family members, tenants, invitees, guests or licensees, any expense incidental thereto shall be borne solely by such party. If Association or Owner shall refuse to pay its share of such cost or all such costs in the case of negligence or willful misconduct, the other party may have the Fence repaired or reconstructed and shall be entitled to reimbursement from the Association or Owner as applicable. If Owner fails to pay any amount owed to Association



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OR BK 22816 PG 0520
RECORDED 08/18/2008 16:04:31
Palm Beach County, Florida

AGREEMENT AND COVENANT

THIS AGREEMENT AND COVENANT is made this 23rd day of August 2005, by and between SIENA OAKS HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Association") and DOROTHY J. O'CONNOR and (hereinafter collectively referred to as "Owner").

Sharon R. Bock, CLERK & COMPTROLLER
- 522; (3pgs)

RECITALS:

1. Association is the entity responsible for the administration and operation of the Siena Oaks Homeowners Association community. Palm Beach Gardens
2. Owner is the record owner of the lot located at 1090 Roble Way, FL 33410 the legal description of which is as follows:
 Lot 90, Block _____, as shown on the Plat of "Siena Oaks, a PUD", recorded in Plat Book 65, Page 132, of the Public Records of Palm Beach County, Florida (the "Lot").
3. Association and Owner desire to enter into this Agreement and Covenant concerning the installation of a party fence to be located along the rear property line of the Lot, such fence to be partially situated on Association Property and the Lot.

In consideration of the foregoing recitals and the mutual promises and covenants of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Association and Owner hereby agree as follows:

1. Pursuant to an agreement dated _____, 2005, Association and Owner agreed for the Association to install a white vinyl fence along the rear property line of the Lot, said fence to be situated partially on the Lot and partially on Association Property (the "Fence").
2. The Fence shall be a party fence and shall be jointly maintained, repaired and/or replaced by Association and Owner as follows:

In the event of damage or destruction of the Fence from any cause whatsoever, other than the negligence or willful misconduct of Association or Owner, or Owner's family members, tenants, guests, invitees or licensees, Association and Owner shall, at their joint expense, repair and rebuild said Fence and Association and Owner shall have the right to full use of the Fence repaired or rebuilt. Notwithstanding the foregoing, ordinary maintenance of the Fence, such as cleaning, shall be performed by Association for the portion of the fence facing Association Property and by Owner for the portion of the Fence facing the Lot. Whenever the Fence or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it was initially constructed, and shall be of the same size and of the same or similar materials and of like quality unless otherwise agreed to by Association, in its sole and absolute discretion. However, if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of either Association or Owner, or Owner's family members, tenants, invitees, guests or licensees, any expense incidental thereto shall be borne solely by such party. If Association or Owner shall refuse to pay its share of such cost or all such costs in the case of negligence or willful misconduct, the other party may have the Fence repaired or reconstructed and shall be entitled to reimbursement from the Association or Owner as applicable. If Owner fails to pay any amount owed to Association

for the maintenance, repair, construction or replacement of the Fence, Association shall be entitled to file a lien against the Lot for such amount plus any attorney's fees or costs incident to the collection of such amount, including the preparation, recordation and enforcement of the lien. Such lien may be foreclosed against the Lot in the same manner as a mortgage. Association and Owner shall make use of the Fence in such manner as to preserve all rights of both parties in the Fence, and shall indemnify and hold the other harmless from all damages, claim or liability associated with the use of the Fence caused by such party's negligence. In the event maintenance, repair or reconstruction shall be necessary, all necessary entries on the adjacent Association Property or Lot shall not be deemed a trespass as long as the maintenance, repair or reconstruction is done in an expedient and workmanlike manner, consent being hereby given by each party to enter on the property of the other party to effect the necessary maintenance, repair or reconstruction.

- 3. The provisions of this Agreement and Covenant shall touch, concern and run with the Lot and shall be binding upon Association and Owner and their successors and assigns, and all successors and assigns of any ownership interest or title in or to the Lot.
- 4. In the event of any dispute related to this Agreement and Covenant, the prevailing party shall be entitled to recover its attorney's fees and costs, including all appellate proceedings.
- 5. In the event any term or provision of this Agreement and Covenant shall be deemed invalid or unenforceable for any reason, the remaining terms and provisions shall remain in full force and effect.
- 6. This Agreement and Covenant shall be construed in accordance with the laws of the State of Florida and venue for any action related hereto shall be a court of competent jurisdiction in Palm Beach County, Florida.

Witnesses:

Michelle Wierfree
MICHELLE WIERFREE

Connie Carhoun
Connie Carhoun

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

By: Richard Beladino 8/25/05
President

Attest: MARIE MAUCERI
Secretary

8/25/05

STATE OF FLORIDA :
: ss
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 25th day of AUG, 2005, by RICHARD BELADINO and MARIE MAUCERI, as President and Secretary, respectively of Siena Oaks Homeowners Association, Inc., who is personally known to me, or produced as identification, and did take an oath. If no type of identification is indicated, the above-named person(s) is/are personally known by me.

Billie Intagliata
Notary Public, State of Florida

BILLIE INTAGLIATA
Printed Name of Notary

My Commission Expires: 3-16-08



Witnesses:

Mirelle Winfree
MIRELLE WINFREE
Connie Calhoun
Connie Calhoun

Dorothy Connor
OWNER
Dorothy Connor
OWNER

STATE OF FLORIDA :
COUNTY OF PALM BEACH : ss

The foregoing instrument was acknowledged before me this 23rd day of August, 2005, by DOROTHY J. O'CONNOR and [redacted], who is/~~are~~ personally known to me, or produced ~~as identification~~ and did take an oath. If no type of identification is indicated, the above-named person (~~s~~) is/~~are~~ personally known by me.

[Signature]
Notary Public, State of Florida
JOHN W. CARROLL
Printed Name of Notary

My Commission Expires:

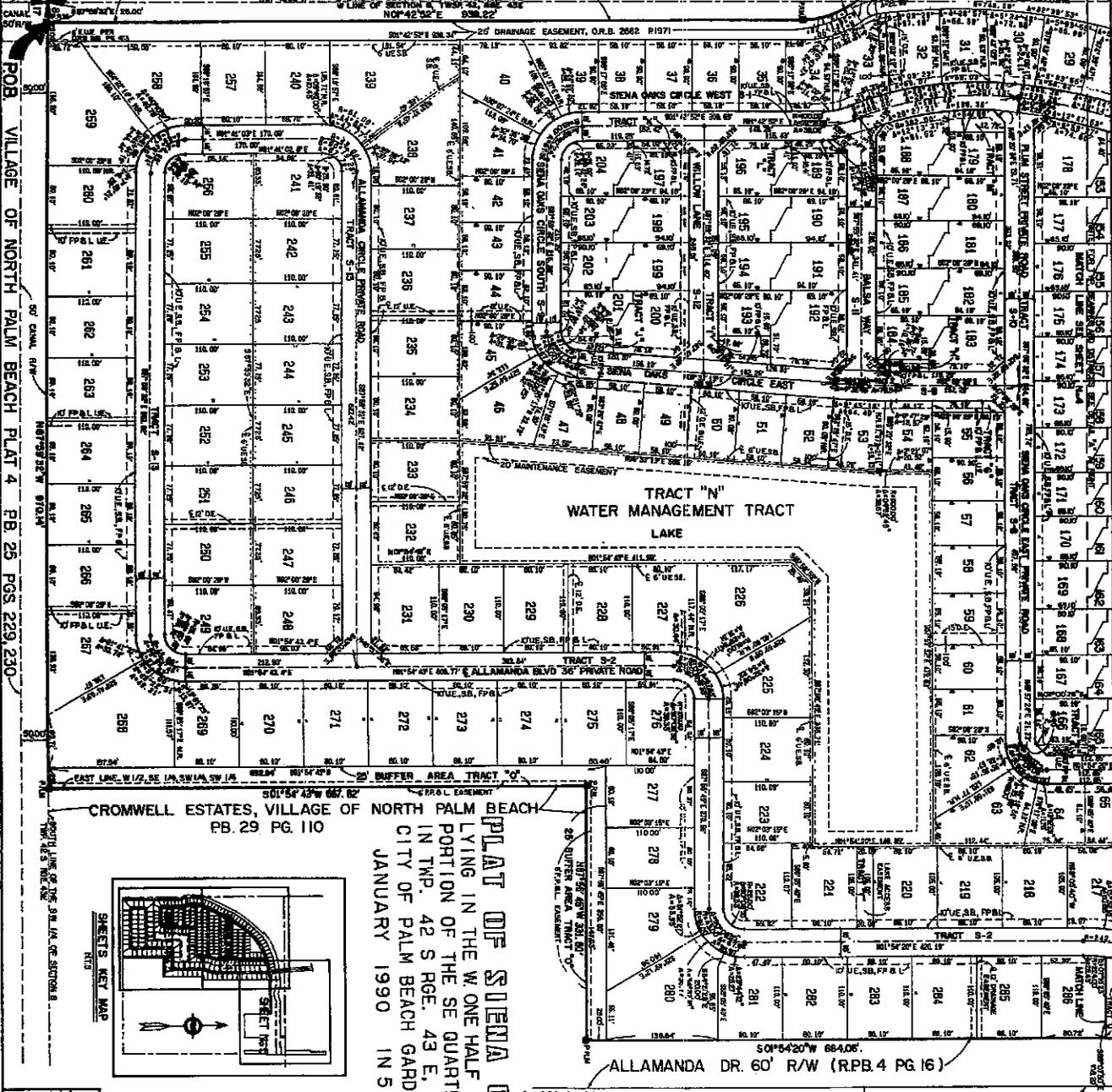


278916_1

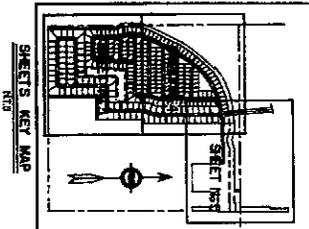
PLAT OF SANDALWOOD
ESTATES, A P.U.D.
PB. 32 PG. 107
O.R.B. 2626 PG. 1280

PLAT OF MERIDIAN PARK P.B. 28 PG. 51
(O.R.B. 1131 PG. 222)

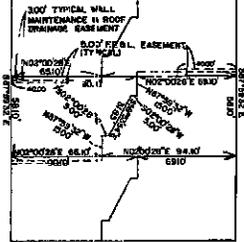
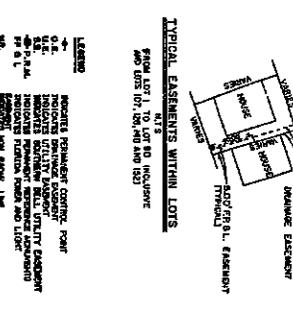
POB. VILLAGE OF NORTH PALM BEACH PLAT 4 PB. 25 PGS. 229, 230



PLAT OF SIENA OAKS, A P.U.D.
LYING IN THE W ONE HALF OF SECTION 8 AND A
PORTION OF THE SE QUARTER OF SECTION 7, ALL
IN TWP. 42 S RGE. 43 E, COUNTY OF PALM BEACH,
CITY OF PALM BEACH GARDENS, STATE OF FLORIDA
JANUARY 1990 IN 5 SHEETS SHEET NO. 3.

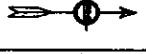


F.A.S. & ASSOCIATES	
REGISTERED PROFESSIONAL ENGINEER	REGISTERED PROFESSIONAL SURVEYOR
NO. 10000	NO. 10000
PLAT OF SIENA OAKS, A P.U.D.	PLAT OF SIENA OAKS, A P.U.D.
IN 5 SHEETS SHEET NO. 3	IN 5 SHEETS SHEET NO. 3
DATE: 89-9-46	DATE: 89-9-46
SCALE: AS SHOWN	SCALE: AS SHOWN



GRAPHIC SCALE IN FEET
1" = 40 FEET

PLAT OF OMEGA COURT
PB. 37 PG. 131



134

CITY OF PALM BEACH
COUNTY OF PALM BEACH, FL
THIS PLAT WAS FILED FOR RECORD AS
NO. 10000 IN THE OFFICE OF THE
CLERK OF COURTS, COUNTY OF PALM BEACH,
FLORIDA, ON SEPTEMBER 4, 1989, AT
10:00 A.M. BY JOHN B. SMITH, CLERK OF COURTS
BY: _____ D.C.



CFN 20050366325
 OR BK 18744 PG 1951
 RECORDED 06/14/2005 16:01:59
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1951 - 1997; (47pgs)

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
 Becker & Pollakoff, P.A.
 625 North Flagler Drive 7th Floor
 West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF RECORDATION OF THE
 RESTATEMENT OF THE DECLARATION OF RESTRICTIONS FOR
 SIENA OAKS AND THE ARTICLES OF INCORPORATION, BYLAWS, AND
 ARCHITECTURAL GUIDELINES AND RULES FOR
 SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Restrictions for Siena Oaks has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 6607 at Page 395; and

WHEREAS, the Articles of Incorporation, Bylaws and Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc. are recorded and attached as Exhibits "B", "C" and "D", respectively, thereto; and

WHEREAS, the Declaration of Restrictions, Articles of Incorporation, Bylaws and Architectural Guidelines and Rules each provide that a restatement of such document may be recorded after the same has been amended pursuant to the provisions thereof; and

WHEREAS, the purpose of this Certificate is to restate the Declaration and the exhibits thereto, incorporating all the amendments made to the Declaration, Bylaws and Articles of Incorporation to date as set forth hereto.

WITNESS my signature hereto this 13 day of May, 2005, at Palm Beach Gardens, Palm Beach County, Florida.

**SIENA OAKS HOMEOWNERS
 ASSOCIATION, INC.**

CF Shawver
 Witness
CF SHAWVER
 (PRINT NAME)

By: *Richard B. Beladino*
 President

Lorraine H. Forte
 Witness
LORRAINE H. FORTE
 (PRINT NAME)

Attest: *Maria Maureri*
 Secretary

STATE OF FLORIDA :
 COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 13th day of MAY 2005, by RICHARD B. BELADINO and MARIA MAURERI, as CF SHAWVER (Witness) and LORRAINE FORTE (Witness) respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

George E. Urgo (Signature)
GEORGE E. URGO (Print Name)

 George E Urgo
 My Commission DD077409
 Expires March 29, 2008

 Notary Public, State of Florida at Large

EXHIBIT "1"

INDEX

DECLARATION OF RESTRICTIONS for SIENA OAKS

ARTICLE I		PAGE
DEFINITIONS		4
Section 1.	"Articles"	4
Section 2.	"Association"	4
Section 3.	"Bylaws"	4
Section 4.	"Common Area"	4
Section 5.	"Declarant"	4
Section 6.	"Estate Home Units"	4
Section 7.	"Governing Documents"	4
Section 8.	"Institutional Mortgagee"	4
Section 9.	"Owner"	5
Section 10.	"Patio Home Units"	5
Section 11.	"Properties"	5
Section 12.	"Public Records"	5
Section 13.	"Rules and Regulations"	5
Section 14.	"Singular, Plural, Gender"	5
Section 15.	"Unit"	5
ARTICLE II – ANNEXATION AND WITHDRAWAL		5
Section 1.	Annexation by Members.	5
Section 2.	Dissolution.	5
ARTICLE III – PROPERTY RIGHTS		6
Section 1.	Owners' Easements of Enjoyment.	6
Section 2.	Delegation of Use.	6
ARTICLE IV – MEMBERSHIP AND VOTING RIGHTS		6
Section 1.	Membership.	6
Section 2.	Voting.	6
ARTICLE V – COVENANT FOR ASSESSMENTS		6
Section 1.	Payment of Assessments	6
Section 2.	Manner of Sharing Assessments.	7
Section 3.	Creation of the Lien and Personal Obligation of Assessments.	7
Section 4.	Establishment of Assessments.	7
Section 5.	Effect of Nonpayment of Assessments; Remedies of the Association.	8
Section 6.	Subordination of the Lien to Mortgages.	9

ARTICLE VI – MAINTENANCE OBLIGATION OF ASSOCIATION		9
Section 1.	Common Area.	9
Section 2.	Grounds Keeping Services.	9
Section 3.	Others.	10
Section 4.	Post Lights.	10
ARTICLE VII – MAINTENANCE OBLIGATION OF UNIT OWNERS		10
Section 1.	Owner’s Responsibility.	10
Section 2.	Owner Liability.	12
ARTICLE VIII – EASEMENTS		12
Section 1.	Easement for Encroachments.	12
Section 2.	“Zero Lot Line” Easement.	12
ARTICLE IX – ARCHITECTURAL CONTROL COMMITTEE		13
Section 1.	Approval Necessary.	13
Section 2.	Membership to Committee.	13
Section 3.	Enforcement of Plans.	13
Section 4.	Construction to be in Conformance with Plans.	13
Section 5.	Deemed Approval.	13
Section 6.	Rules and Regulations.	13
ARTICLE X – ASSIGNMENT OF POWERS		14
ARTICLE XI – PROHIBITED USES		14
Section 1.	Garbage and Trash.	14
Section 2.	Structures.	14
Section 3.	Pets and Animals.	14
Section 4.	Stables.	15
Section 5.	Pools.	15
Section 6.	Vehicles and Parking.	15
Section 7.	Signs.	17
Section 8.	No Business Activity.	17
Section 9.	Maintenance.	17
Section 10.	Nuisance.	17
Section 11.	Unlawful Uses.	17
Section 12.	Antennas.	17
Section 13.	Occupancy of Units; Subdivision.	18
Section 14.	Use.	18
Section 15.	Clothes Line.	18
Section 16.	Fences.	18
Section 17.	Wells.	18
Section 18.	Boundary Line Wall.	18
Section 19.	Vehicle Maintenance.	18
Section 20.	Sidewalks.	18
Section 21.	Garage Doors.	18
Section 22.	Hurricane Storm Shutters.	19

ARTICLE XII – GENERAL PROVISIONS		19
Section 1.	Enforcement.	19
Section 2.	Severability.	19
Section 3.	Amendment.	19
Section 4.	Notices.	19
Section 5.	Permits, Licenses and Easements.	19
Section 6.	Leasing of Units.	20
Section 7.	Cooperation by Owners.	20
ARTICLE XIII – INFORMATION TO LENDERS AND UNIT OWNERS		21
Section 1.	Records Available.	21
Section 2.	Financial Statement	21
Section 3.	Notices.	21
Section 4.	Conflicts.	21
ARTICLE XIV – INSURANCE		21
Section 1.	Units.	21
Section 2.	Common Areas.	21
Section 3.	Flood Insurance.	22
Section 4.	Liability Insurance.	22
Section 5.	Fidelity Bonds.	22
Section 6.	Purchase of Insurance.	23
Section 7.	Cost and Payment of Premiums.	23
Section 8.	Owners' Responsibility.	23
Section 9.	Association as Agent.	23
Section 10.	Estimates.	23
Section 11.	Assessments.	23
Section 12.	Authority of Association.	23
EXHIBITS		
EXHIBIT A – Legal Description		
EXHIBIT B – Articles of Incorporation of Association		
EXHIBIT C – Bylaws of Association		
EXHIBIT D – Rules and Regulations		

DECLARATION OF RESTRICTIONS

for
SIENA OAKS

THIS DECLARATION, made by THE ENGLE GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I

DEFINITIONS

Section 1. "Articles" shall mean and refer to the Articles of Incorporation for the Association filed with the Florida Secretary of State, in the form attached hereto as EXHIBIT "B", as amended from time to time.

Section 2. "Association" shall mean and refer to SIENA OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 3. "Bylaws" shall mean and refer to the Bylaws for the Association, in the form attached hereto as EXHIBIT "C", as amended from time to time.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners. The Common Area shall consist of all portions of the Properties which are not Units, nor dedicated to a governmental entity or the public, and shall specifically include Private Road Tracts S-1, S-2, S-3, S-4, S-5, S-6, S-8, S-9, S-10, S-11, S-12 and S-13; Drainage Easements; Landscape Tracts B, C, D, E, F, G, H, I, J, K, L, and M; Recreation Area Tract P; Lake Access Easement Tract T; Tract U; Tract V; Landscaping for Tract Q; Landscape and Buffer Tract O; and Tracts A and S; all as shown on the Plat of "Siena Oaks, A P.U.D." recorded in the Public Records of Palm Beach County, Florida.

Section 5. "Declarant" shall mean and refer to The Engle Group, Inc., a Florida Corporation, its successors, assigns, and legal representatives.

Section 6. "Estate Home Units" shall mean and refer to the following platted Lots as set forth and shown in the Plat of "Siena Oaks, A P.U.D.", as recorded in the Public Records of Palm Beach County, Florida: Lots 205 through 299, inclusive; and in the event additional land is annexed to the Properties in accordance with the provisions of Article II hereof, additional lots may be so designated, as appropriate, by the Association in a Notice of Declaration recorded in the Public Records.

Section 7. "Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association, all as amended from time to time.

Section 8. "Institutional Mortgagee" shall mean a bank, savings and loan



association, insurance company, real estate or mortgage investment trust, pension fund, and agency of the United States Government, a mortgage banker, any other lender generally recognized as an institutional-type lender, or developer, holding a mortgage on a Unit.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Patio Home Units" shall mean and refer to the following platted Lots as set forth and shown in the Plat of "Siena Oaks, A P.U.D.", as recorded in the Public Records of Palm Beach County, Florida: Lots 1 through 204, inclusive; and in the event additional land is annexed to the Properties in accordance with the provisions of Article II hereof, additional lots may be so designated, as appropriate, by the Association in a Notice of Declaration recorded in the Public Records.

Section 11. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, sometimes referred to as SIENA OAKS or the "Community", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. "Public Records" shall mean the public records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

Section 13. "Rules and Regulations" shall mean and refer to those rules and regulations adopted and amended by the Board of Directors from time to time pursuant to the authority set forth in the Governing Documents regarding the use of the Common Areas and facilities and the Units, including, without limitation, architectural guidelines, which architectural guidelines shall be adopted and amended from time to time by the Board. Amendments to the architectural guidelines may be proposed by the Architectural Control Committee and shall be adopted if approved by the Board of Directors. The architectural guidelines adopted by the Association on or about September 1, 1992 shall be deemed part of the Rules and Regulations of the Association. The Rules and Regulations, including the architectural guidelines, are attached hereto as Exhibit "D".

Section 14. "Singular, Plural, Gender". Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 15. "Unit" shall mean and refer to either an Estate Home Unit or a Patio Home Unit, as hereinafter described in section 6 and 10 of this Article I.

ARTICLE II

ANNEXATION AND WITHDRAWAL

Section 1. Annexation by Members. Additional residential property and/or common area lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association and applicable governmental approvals. In such event, the Association shall record a Notice of Declaration annexing the additional property and designating it as Common Area, Estate Home Units or Patio Home Units, or any combination thereof, as applicable, provided that all portions of the annexed land are so classified and no portion of such land is designated in more than one category.

Section 2. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties. Assets of the Association pertaining to the Surface Water Management

System (under the jurisdiction of the South Florida Water Management District) shall be offered for dedication to the applicable governmental agency, and if refused, then dedicated to another not-for-profit Florida corporation formed for such purposes.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) Rules and Regulations adopted by the Association governing use and enjoyment of the Common Area.

(b) The right of the Association to grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties.

(c) The right of any easements of exclusive use pursuant to the provisions of Section 1.(d) of Article VII hereof.

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property. With such a delegation, the Owner shall relinquish his rights to use any recreation facilities, except as a guest, located within the Common Area during the term of the delegation or until the same is withdrawn. To be effective, the Owner must provide a copy of the written delegation to the Association, failing which the delegation shall be null and void.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. Voting. The Association shall have one class of voting membership; which members shall be all Owners, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit. In the event any Owner or Unit is more than ninety (90) days delinquent in the payment of any regular annual assessments to the Association, the Association may suspend the voting rights of such Owner or appurtenant to such Unit until the delinquency is paid in full.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. It is hereby covenanted, created and established and each Owner of a Unit, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this Article V:

(a) An annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes.

(b) Any special assessments for capital improvements to the Common Area, emergencies, or non-recurring expenses of the Association.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes.

(f) A special assessment for cable television service in the event of a Bulk Service Agreement, in accordance with the terms and provisions of subparagraph (f) of Section 5 of this Article V.

Section 2. Manner of Sharing Assessments. Assessments determined by the Board of Directors of the Association, as herein set forth, shall be shared in the following manner:

(a) Annual assessments as determined under Section 1.(a) above, special assessments as determined under Section 1.(b) above and assessments for reserves under Section 1.(e) above shall be shared as follows:

(i) Each Estate Home Unit: .34902%.

(ii) Each Patio Home Unit: .32765%.

(The foregoing percentages have been rounded off so as to permit equal assessments to the applicable Unit types.)

(b) Fees and charges under Sections 1.(c) and 1.(d) above shall only be charged to an applicable Unit as the occasion shall rise, as therein set forth.

(c) Special assessments for cable service under Section 1.(f) above shall be shared in equal amounts by all Units.

Section 3. Creation of the Lien and Personal Obligation of Assessments. It is hereby covenanted and established and each Owner of any Unit by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the assessments, charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Unit, name of the Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees and personal representatives. Except as otherwise provided in Section 6 of this Article V, of this Declaration, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments, charges, interest, late fees, attorneys' fees and costs that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) Annual assessments against the Owners of all of the Units shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30)

days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed. Annual assessments shall include an amount for "Reserves for Replacement" so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Areas.

(b) Special Assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Units for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

(d) The Association shall prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(e) The Association may, in its sole discretion, enter into a Bulk Service Agreement with a cable television operator for the provision of basic cable television service to be provided for all Units. In such event, the expenses for basic service shall be a portion of the monthly assessment to all Units, and paid by all Units as a special assessment for cable television service, and paid in equal amount by Owners of all Units. Such special assessment shall be due by all Unit Owners whether or not cable television service is used or desired by the Owners of any Unit.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment, or the installment of any assessment, is not paid within fifteen (15) days after the due date, a late fee of \$20.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

For Example: Owner A is Delinquent in Payment of this monthly assessment for two (2) months. The computation of late fees is as follows:

1st Month's late fees: \$20.00 for assessment #1.

2nd Month's late fees: \$20.00 for assessment #2 and another \$20.00 for assessment #1.

Total amount of late charges due after two months: \$60.00 (\$20.00 for month #1 and \$40.00 for month #2) (Note: This is not a change of the original document, but merely an illustration of its intent).

In addition to, and not in lieu of any other remedies available to the Association, if any installment of any annual or special assessment is not paid within ninety (90) days after the due date, the Association may accelerate the balance of such annual or special assessment such that it is all due and payable immediately, and such accelerated annual

or special assessment shall be secured by the Association's lien, including all costs, expenses and attorneys' fees incident to collecting the same. With respect to annual assessments, the balance for the remainder of the fiscal year of the Association may be accelerated.

In addition to the above, but not in lieu thereof, if any Owner or Unit is more than ninety (90) days delinquent in the payment of any regular annual assessments, or any installment thereof, the Board of Directors may suspend the voting rights of such Owner or the voting rights appurtenant to such Unit until the delinquency is paid in full.

Section 6. Subordination of the Lien to Mortgages. As hereinabove provided in Section 3, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Unit or to a mortgage by an Institutional Mortgagee on any Unit, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Unit being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Unit; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or deed in lieu of foreclosure by a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Unit or chargeable to the former owner of the Unit which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Units (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Area. The Association shall at all times maintain, repair and replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair.

Section 2. Grounds Keeping Services. Grounds Keeping Services, as hereinafter defined, shall be provided by the Association to all Units. For purposes hereof, Grounds Keeping Services shall consist of the maintenance of (all) landscaping, vegetation, grass, plants, trees and the like located upon each Unit; provided, however, that if any of the foregoing landscaping requires replacement, it shall be the responsibility of, and at the expense of, the Owner of the applicable Unit to make such replacement. Said Grounds Keeping Services shall be contracted by the Association. In the event that there is a fenced-in area upon a Unit, adequate access to this area shall be provided to enable the Association to perform this maintenance, but if none is so provided or if the access is locked or otherwise made inaccessible, then the Association shall not be responsible for providing any maintenance within this area, and the Owner thereof shall have such responsibility and shall not be entitled to claim any abatement of any portion of the Annual Assessment by the Association due to such situation. If the installation of fencing or additional landscaping by an owner increases the cost to the Association of performing this landscape maintenance, then the Board of Directors may cause such Owner to pay such increases as a Special Assessment. The maintenance, repair and replacement of sprinkler heads serving each Unit shall be a part of Grounds Keeping Services, and the cost thereof shall be a portion of the Annual Assessment. Maintenance, repair or replacement of any other portions or parts of a Unit's sprinkler system, shall be the responsibility of that Unit's Owner. If a Unit Owner fails or refuses to make required repairs or replacements of his sprinkler system, except as to the sprinkler heads, after reasonable notice from the Association to do so, the Association may enter upon said Unit and perform such required work to the sprinkler system; and the cost thereof, plus

reasonable overhead costs of the Association, shall be a Special Assessment upon such Unit.

Section 3. Others. As deemed appropriate by the Board of Directors, the Association shall maintain as a common expense, the vegetation, landscaping, and/or improvements (including, without limitation, light fixtures and the utility costs associated therewith) and/or sprinkler system upon areas which are not within the Properties but abut or are in the vicinity of the same or are owned by a utility or governmental authority, so as to enhance the appearance or safety of the Properties or otherwise benefit the Properties, the Association or the Unit Owners, as determined by the Board of Directors, such as, without limitation, swale areas or median areas within the right of way of abutting or nearby public streets, roads and areas within drainage canal rights of ways or other abutting or nearby waterways provided that the Association obtains any required approval or agreement from the property owner and/or applicable governmental authority and further provided the Association's insurance covers any liability related to any activities of the Association upon such property.

PROVISO; This section applies only to maintenance and repair of the above described items and areas to the extent agreed upon between the Association (through the Board of Directors) and the property owner and/or applicable governmental authority. Capital improvements, such as the addition of trees or shrubbery to non-Association property, must be approved by the Members. Notwithstanding the foregoing, the Association is specifically authorized to enter into that certain agreement with the City of Palm Beach Gardens entitled "Agreement for Installation and Maintenance of Traffic Calming Improvements" and to maintain certain landscaping and perform certain responsibilities with respect to certain lighting improvements and sprinkler heads, as a common expense, as more specifically described in said Agreement. Such landscaping, lighting improvements and sprinkler heads are located or will be installed or constructed on property not within the Properties.

Section 4. Post Lights. Notwithstanding anything in this Declaration to the contrary, the Association shall replace, as needed from time to time, the light bulbs and gas light wicks of the post lights located on any Unit and shall have an irrevocable easement right to enter any Unit at any reasonable time to perform same. In the event any light bulb or gas light wick needs to be replaced as a result of the intentional or negligent act of any Unit Owner or his lessee or any family member, guest, employee or invitee thereof, the Association may charge any cost incurred by the Association against such Unit Owner and his/her/their Unit, which charge shall be an assessment against the Unit collectible in the same manner as any other assessment levied by the Association under Article V of this Declaration.

ARTICLE VII

MAINTENANCE OBLIGATION OF UNIT OWNERS

Section 1. Owner's Responsibility.

(a) Each Unit Owner is responsible for the repair, maintenance and/or replacement at his expense of all portions of the dwelling, landscaping and other improvements constructed on his Unit excluding, however, Grounds Keeping Services as set forth in Section 2 of Article VI hereof. Accordingly, each Owner shall maintain at his expense the exterior and interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense all structural, electrical, mechanical and plumbing elements thereof. Owners are strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Directors and the Architectural Control Committee. Fences located on or along the rear property line shared in common by two (2) or more "Zero Lot Line" or "Z-Lot" Units, shall be known as "party fences" and shall be jointly maintained, repaired, or replaced by the Owners of such Units as follows:

(i) In the event of damage or destruction of the party fence from any cause whatsoever, other than the negligence or willful misconduct of a Unit Owner, the Unit Owners shall, at their joint expenses, repair and rebuild said fence and each Owner shall have the right to full use as herein contained of said fence repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the party fence, such expense shall be shared equally by the Owners of the adjoining Unit(s) or his/their successor in title. Whenever such fence or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed and shall be of the same size and of the same or similar materials and of like quality unless otherwise agreed by the Unit Owners and the Architectural Control Committee, subject to the provisions of this Declaration. Provided, however, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one (1) Unit Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a Unit Owner shall refuse to pay his share of such cost or all of such cost in the case of negligence or willful misconduct, the other Unit Owner or the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Unit of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus the amount of damages, if any, together with a reasonable attorneys' fee incurred. Any Unit Owner making use of the party fence shall do so in such manner as to preserve all rights of the adjacent Unit Owner in the fence, and shall save the adjacent Owner harmless from all damage caused thereby to improvements then existing and shall indemnify and hold the adjacent Owner harmless from any claim or liability associated with such use of the party fence. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Unit(s) shall not be deemed a trespass as long as the repairs and reconstruction shall be done in an expedient and workmanlike manner, consent being hereby given to enter on the adjacent Unit to effect necessary repairs and reconstruction.

(ii) The Owner of any Unit sharing a party fence with the adjoining Unit(s) shall not possess the right to cut windows or other openings in the party fence, nor make any alterations, additions or structural changes in the party fence.

(iii) The Owner of any such Unit shall have the right to the full use of said party fence for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the Owner of an adjoining Unit or the Association, nor shall his enjoyment of said fence in any manner impair the value of said fence or adjacent Unit(s).

(iv) Each party fence constructed, located or to be constructed on the Units is to be and remain a party fence for the perpetual use and benefit of the respective Owners thereof, their heirs, assigns, successors and grantees, said Units shall be conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

All other fences located upon or primarily serving any Unit shall be maintained and repaired by the Owner of such Unit. For example, and without limitation, any fence attached to any Unit shall be maintained by the Owner of such Unit. If an Owner fails to maintain or repair any fence for which the Owner is responsible (jointly or severally), the Association may, after providing reasonable written notice, enter any Unit to perform such maintenance/repair and may levy an assessment against the Unit(s) for the costs incurred, which assessment shall be subject to collection and foreclosure in the same manner any other assessment levied by the Association pursuant to this Declaration and/or the Bylaws.

(b) The sprinkler system for each of the Units which abut Tract "N" - Water Management Tract (the Lake), as shown on the Plat of "Siena Oaks, A P.U.D." shall be extended so as to irrigate that portion of the Lake Bank which abuts each such Unit and such system shall be operated as directed by the Board of Directors of the Association. The Lake Bank is a portion of the common area of the Association and shall be maintained by the Association. The Association shall also maintain that portion of the sprinkler system which has been extended into such common area for irrigation of the

Lake Bank.

(c) Declarant shall provide, at the time of construction of a dwelling on each Unit, a post light, which post lights shall provide street lighting for Siena Oaks. Each post light will be connected to a Unit Owner's dwelling, and each Unit Owner shall be responsible for the maintenance and replacement of said post light except for the replacement of the light bulbs and/or gas light wicks of such post lights which shall be performed by the Association. Said post lights shall be operated in accordance with the directions of the Board of Directors of the Association.

(d) Proviso: Due to the isolated configuration and location of certain Landscape Tracts of Common Area, it may be advantageous for the sprinkler system of a Unit to be extended so as to provide irrigation for landscaping of such a tract of Common Area. In consideration of a Unit's sprinkler system being so extended, an exclusive easement of use shall be granted to such Unit, as a covenant running with the land to permit the Owner of such Unit, and his successors and assigns, the exclusive use of such tract of Common Area. By acceptance of such easement of exclusive use, the Owner, for himself and for his successors and assigns, as a covenant running with the land, agrees to be obligated to permit his Unit's sprinkler system to operate thereon and, the Owner shall be responsible and obligated to maintain such tract and the sprinkler system thereon in the same manner as his Unit.

Section 2. Owner Liability. Should any Owner do any of the following:

(a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE VII; or,

(b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,

(c) Undertake unauthorized improvements or modifications to his dwelling or to any other portion of his Unit or to the Common Area, as set forth herein.

The Association, after approval of two-thirds (2/3rds) vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees, to enter upon said Unit and cause the required repairs or maintenance to be performed, or as the case may be, removed unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Unit is subject.

ARTICLE VIII

EASEMENTS

Section 1. Easement for Encroachments. In the event that any dwelling or other improvement upon a Unit, as originally constructed by Declarant, shall encroach upon any other Unit or improvement thereon, or upon the Common Area, then an easement appurtenant to such Unit shall exist for so long as such encroachment shall naturally exist.

Section 2. "Zero Lot Line" Easement. There is hereby established a three-foot easement upon each Unit, which is located three (3) feet from and parallel to the boundary of each such Unit that is contiguous to the "Zero Lot Line" boundary of a contiguous Unit, for purpose of incidental encroachments of the structure, including an overhang and gutter, drainage, plumbing clean outs, air conditioning drains, maintenance, repair or replacement of the wall of the adjacent Unit, access for other lawful purposes and for the benefit of Florida Power and Light Company for the provision and maintenance of electrical service to the adjacent Unit. Such easement shall become effective upon the construction of a dwelling which abuts said "Zero Lot Line" boundary of such contiguous Unit.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each Unit, as originally constructed and provided by Declarant, be altered, changed, or modified unless prior to the commencement of any work thereof, two complete plans and specifications therefor, including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Unit with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by an Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit.

Section 2. Membership to Committee. The Architectural Control Committee shall consist of a minimum of three members, at least one (1) of whom shall be an Estate Home Unit Owner, appointed by the Board of Directors. The Board of Directors shall select such committee members and fill any vacancy by appointment for a term as determined by the Board. The members of the Architectural Control Committee shall serve at the pleasure of the Board of Directors and may be removed and replaced at any time by the Board of Directors, provided that at least one (1) member of the committee is an Estate Home Unit Owner, unless no Estate Home Unit Owner is willing to serve on the Committee.

Section 3. Enforcement of Plans. Approval of plans, specifications and location of improvements by the Architectural Control Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Control Committee to the person submitting the same. The approval of the Architectural Control Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Control Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Control Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Control Committee.

Section 5. Deemed Approval. After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this ARTICLE IX unless notice to the contrary shall have been recorded in the Public Records, or legal proceedings shall have been instituted to enforce such compliance.

Section 6. Rules and Regulations. The Architectural Control Committee may, from time to time, propose rules and regulations, and/or amendments thereto concerning the nature, type or specifications of any improvements, structures or landscaping to be installed or constructed on any Unit as well as alterations to existing improvements, structures or landscaping located on any Unit, or otherwise affecting the exterior appearance of any Unit, which Rules and Regulations and amendments thereto must be approved by the Board of Directors to be effective, and if so approved, shall be recorded among the Public Records of Palm Beach County, as an amendment to Exhibit "D" of this Declaration. The rule or amendment to any such rule shall be effective upon such recordation and a copy shall be mailed or delivered to each Unit Owner.

ARTICLE X

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records.

ARTICLE XI

PROHIBITED USES

Section 1. Garbage and Trash. All garbage cans, trash containers, bicycles, recreation equipment (when not in use), and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. However, well-maintained portable basketball goals with hoops capable of reaching a height of ten (10) feet need not be kept, stored, or placed in an area not visible from outside the dwelling if placed at least ten (10) feet from the sidewalk in or around the driveway adjacent to the dwelling when not in use. Each owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pickup.

Section 2. Structures. No temporary or permanent utility or storage shed, building, tent, structure, or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Control Committee. All structures must meet city and county building code requirements and any approval of the Architectural Control Committee of any plans or specifications shall in no manner be deemed any type of representation that such plans or specifications comply with applicable code, statutory or regulatory requirements. The Unit Owner must provide the Association with copies of all applicable governmental approvals and/or permits.

Section 3. Pets and Animals. Pets and animals shall be permitted, only as provided for in this Section.

A. Animal and pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, lizards, gerbils, turtles, guinea pigs and rabbits. The foregoing shall apply to animals/pets which visit the community.

B. All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Florida.

C. When outside of the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No cats or dogs shall be permitted to run at large outside of the Unit; this shall not prohibit a cat or dog from being maintained without a leash or other restraint within any enclosed privacy area of the Unit in which the dog or cat resides and/or is maintained.

D. The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal.

E. The owner/custodian of the animal or pet shall remove his or her animal or pet from the Community when such animal or pet emits excessive noise such that same may be heard outside of the unit.

F. The pet/animal owner and the Unit Owner of the Unit involved shall be strictly liable for damages caused to the Common Area by the pet/animal.

G. Any pet/animal owner's right to have a pet/animal reside in or visit

the Community shall have such right revoked if the pet/animal shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.

H. No pets are allowed in the Recreation Area. The Recreation Area includes the parking lot between the pool and tennis courts and includes all property upon which is located any recreational facilities.

Section 4. Stables. No stable, livery stable, barn, or kennel shall be erected, constructed, permitted or maintained on any Unit.

Section 5. Pools. No swimming pool, jacuzzi or similar structure or appurtenant equipment shall be constructed, erected or maintained on any Unit, such that it is visible from any street, without prior approval of the Architectural Control Committee.

Section 6. Vehicles and Parking. The following restrictions apply irrespective of whether the Properties in question lie within areas owned by or dedicated to a governmental entity:

A. Prohibited Vehicles or Items. This Section A contains prohibited vehicles or items which are prohibited and shall not be entitled to park anywhere within the community. The prohibited vehicles and items, are as follows: trucks, including pickup trucks; vans; recreation vehicles; mobile homes; motor homes; campers; buses; all terrain vehicles; off-road vehicles; go carts; three-wheel motorized vehicles; commercial vehicles; limousines; mopeds; dirt bikes; and other such motor vehicles; and boats and trailers, unless such vehicles are parked/stored in the garage of the Unit with the garage door closed. Notwithstanding the foregoing or anything in this Section 6 to the contrary, the foregoing shall not apply to and shall expressly exclude "utility vehicles" as classified by the most current edition of the N.A.D.A. "Official Used Car Guide", or the vehicle manufacturer.

B. Exception to A. above. The following vehicles shall not be subject to the parking restrictions contained in Section A above, and shall be entitled to park within the designated areas for parking in the Community, subject to the restrictions and provisions contained in Section C through J below:

(1) All vehicles mentioned in Section A next above if parked/stored in the garage of the unit with the garage door closed. Also, a moving van shall be permitted to park outside of the garage, but only for the purpose of loading and unloading and at no time shall same park as such during the hours of 9:00 p.m. to 7:00 a.m.

(2) Any pickup truck vehicle classified as having a one-half (1/2) ton carrying capacity or less. Exception: lifted pickup trucks or pickup trucks with oversized tires are not permitted regardless of weight class.

(3) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.

(4) Service and Delivery Vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.

(5) Vehicles for the handicapped bearing identification as such by an applicable governmental authority.

(6) Certain vans which are permitted, subject to that provided above, a two-axle van is defined below which does not exceed the manufacturers' standard length, height and width of the particular van in the customized converted condition; used for family or personal transportation and which is not a commercial vehicle as defined below; which contains at least (2) two rows of seating and windows on each side of the

vehicle and adjacent to at least each of the first two (2) rows of seating; and which is or would be registered in the State of Florida as a passenger station wagon or equivalent shall be permitted to park on the Properties. The Association is permitted to make a presumption that the foregoing criteria are met, without the receipt of specific information or the vehicle registration, unless upon visual inspection of the vehicle, it is obvious that any of the criteria are not met, the Owner or custodian of the vehicle shall submit to the Association, reasonable information and documentation (including title and/or registration) concerning the vehicle upon request.

C. Classifications and Definitions.

(1) The most current edition of the N.A.D.A. Official Used Card Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck or van, or whether it is a passenger automobile. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans under Section 6.B.6 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 6.

(2) A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, such as: the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo.

(3) A "truck" shall mean any motor vehicle which is classified as a truck in accordance with Section 6(c)(1) above.

(4) A "van" shall mean any motor vehicle which is classified as a truck in accordance with Section 6(C)(1) above and which is recognized by the manufacturer to be a type of a van, and which has two (2) axles. Notwithstanding the foregoing to the contrary, a pick-up truck shall not be considered to be a van by the addition of a camper top or similar covering.

D. All motor vehicles must be maintained as to not create an eyesore in the community.

E. Parking restrictions may be made by the Board of Directors by Rule and Regulation. All vehicles that are not registered and/or operable must be stored in the garage of the Owner's Unit.

F. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas and/or streets. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.

G. The following restrictions also apply:

(1) No repair (including changing of oil) of a vehicle shall be made within the Community except for minor repairs necessary to permit removal of a vehicle, unless they are made in the garage of the Unit with the garage door closed. However, washing or waxing of a vehicle is permitted outside the garage.

(2) No motor vehicle which is of the type of vehicle which is unregistered shall be driven or operated on any of the Properties at any time for any reason.

(3) All personal vehicles which can be appropriately parked within a standard-sized parking stall may be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Properties or a Unit except on the surfaced, parking area thereof. No parking will be permitted on sidewalks at any time or on the

streets between 2:00 A.M. and 6:00 A.M.

H. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Community, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each Owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event that the vehicle owner fails to pay such costs upon demand, the Association shall have the right to levy a charge for the costs against the Unit and Owner in question, that is, the Owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle (as such, the Unit Owner is liable for the vehicle violations of his/her family, lessees, guests, visitors, etc.); thereupon, the Charge shall be collected as is provided for in this Declaration.

I. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 6 by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Governing Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 6.

Section 7. Signs. No signs, shall be placed, erected or displayed on any Unit or the Common Area by any Unit Owner or resident, lessee, occupant, visitor, guest, invitee or licensee of any Unit or Unit Owner.

Section 8. No business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten, nursery school, sanitarium asylum or institution shall be erected, maintained, operated, carried on, permitted or conducted on the Properties. Also prohibited are garage sales, yard sales and the like. Proviso. Notwithstanding the foregoing to the contrary.

A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted.

B. The practice of leasing Units shall not be considered as a business activity under this Section 8.

c. The business of operating the Association shall not be considered as business activity under this Section 8.

Section 9. Maintenance. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in first class condition with well kept lawn and well maintained landscaping.

Section 10 Nuisance. No nuisance shall be allowed upon any Unit or any use or practice that is a source of annoyance to other Unit Owners or interferes with the peaceful possession and proper use of the Units by the residents thereof.

Section 11. Unlawful Uses. No improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 12. Antennas. No television or radio masts, towers, poles, antennas, satellite dishes, or aerials may be erected, constructed, or maintained, except as approved by the Architectural Control Committee subject to applicable federal, state and

local laws and regulations governing the authority of the Architectural Control committee and/or the Association with respect to the approval of such devices or equipment.

Section 13. Occupancy of Units; Subdivision.

A. **Occupancy.** Each Unit shall be occupied by Owners and tenants and their family members, as a residence, as a single family dwelling, and for no other purpose.

B. **Subdivision.** No Unit may be subdivided into more than one Unit. Only entire Units may be sold, leased or otherwise transferred.

Section 14. Use. No person shall use the Unit or any parts, thereof, in any manner contrary to this Declaration.

Section 15. Clothes Line. No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a dwelling such that the same is visible from any street.

Section 16. Fences. No fence, or other improvement, shall be erected upon a Unit which is deemed by the Association to interfere with the common sprinkler system upon the Properties, or which interferes with the landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increase in any other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association.

Section 17. Wells. No individual water supply system shall be permitted on any Unit, except the installation required for the individual water supply for irrigation purposes of the landscaping upon a Unit; provided, however, that the following must be complied with by such Unit Owner:

(a) Any individual water supply must be installed, operated and maintained in such a manner as to prevent iron stains and/or discoloring of any exterior improvements upon the Unit, including but not limited to cement areas, the exterior finish of any dwelling or other building, structure or fencing or any vehicles.

(b) Such Owner shall be required to clean, repair or replace any and all improvements which are discolored due to iron stains caused by such water supply system due to a direct or indirect result of the operation of such water supply system, within thirty days of notice by the Association.

Section 18. Boundary Line Wall. Units upon which a residential dwelling is constructed in such a manner that a structural wall of the dwelling abuts the boundary line of a Unit (the "Zero Lot Line Boundary"), then and in that event the Owner of such dwelling shall not possess the right to cut windows or other openings in such wall, such prohibition being for the purpose of enhancing the privacy of the Owner of the adjoining dwelling.

Section 19. Vehicle Maintenance. No vehicle repairs or maintenance shall be allowed on the Properties. The following exceptions apply:

a. Washing and waxing is permitted on the Owner's driveway.

b. Maintenance of the Owner's own personal vehicles is permitted in the garage providing the door is capable of fully closing.

Section 20. Sidewalks. Operation of motorized vehicles are not permitted on the sidewalks or passthru's/easements on the Properties. This excludes wheelchairs or other devices employed by the handicapped.

Section 21. Garage doors must be kept closed between the hours of 11:00 P.M. through 5:00 A.M. except when otherwise necessary for ingress or egress.

Section 22. Hurricane Storm Shutters. Hurricane storm shutters may be installed on any or all windows and doors of the properties immediately after a tropical storm or hurricane watch or warning has been issued by the National Weather Service. Said hurricane shutters shall be removed within five (5) days after the tropical storm or hurricane watch or warning has been lifted by the National Weather Service unless a new watch or warning has been issued.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. 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 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time, and from time to time by one of the following methods:

(a) By a majority vote of Owners present at a duly called meeting of the members at which a quorum is present in person or by proxy as evidenced by a certification thereof by the Secretary of the Association and recorded in the Public Records; or

(b) By the execution and recordation in the Public Records of an instrument executed by Owners who are entitled to vote a majority of all of the votes of the Association.

No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. No amendment shall affect the Surface Water Management System unless prior written approval is obtained from the South Florida Water Management District.

The Association may, in its sole discretion, restate this Declaration, in whole or part, after amendment(s) have been passed and recorded in the Public Records. Notwithstanding anything herein to the contrary, the Rules and Regulations attached to this Declaration as Exhibit "D" may be amended from time to time by the Board of Directors, without the consent or approval of the members of the Association, and such amendments shall be effective upon recordation among the Public Records of Palm Beach County.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Permits, Licenses and Easements. The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Properties, as so determined by the Board of Directors of the Association.

Section 6. Leasing of Units. In the event an Owner leases his Unit, such lease shall contain a covenant that the Lessee acknowledges that the Unit is subject to this Declaration of Restrictions and is familiar with the provisions hereof, and the uses and restrictions contained herein, and agrees to abide by all such provisions. In the event a lease of a Unit does not contain language to the effect of the foregoing, then the Association may declare the lease void and take such further action as the Association deems applicable, including a "removal action" against the tenant and the Unit Owner. All costs and expenses of the foregoing shall be the cost and expense of such Unit Owner. The Owner shall be liable and fully responsible for all acts of his Lessee and responsible for the compliance of the Lessee of all provisions of this Declaration.

A. Other Leasing Restrictions. The following additional leasing restrictions shall apply:

(1) Frequency of Leasing. No lease shall be made more often than two (2) times in any twelve (12) month period. The minimum lease period is four (4) months. For purposes of calculation hereunder, a Lease shall be considered as made on the first day of the Lease term. Any change in occupancy under a lease shall constitute a new lease for purposes of calculating hereunder.

(2) No Subleasing. Subleasing of Units is absolutely prohibited.

(3) No Room Renting. Only entire Units may be rented; the renting of rooms is absolutely prohibited.

B. Every Lease executed as of the Effective Date of this Declaration, shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

(1) That the lease and all occupants shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended from time to time. Lessor shall have the responsibility of providing Documents and Rules to tenant.

(2) That the parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and reasonable Rules and regulations, as amended from time to time.

C. The Association must be notified in writing (sent to the management company) and provided a copy of the lease prior to the start of the lease period. No renting is permitted without a written lease. Failure of this, the Association may declare the lease void and take further action as the Association deems applicable, including a "removal action" against the tenant and the Unit Owner. All costs and expenses of the foregoing shall be the cost and expense of such Unit Owner.

D. Removal proceedings. In addition to any other rights or remedies set forth in this Section 6 or elsewhere in the Governing Documents or Rules and Regulations of the Association, should an Owner or lessee fail or refuse to comply with the provisions of this Section 6, then the Association may declare the lease void and take further action as the Association deems applicable and appropriate, including a "removal action" against the Owner and lessee pursuant to Chapter 83, Florida Statutes. The Association shall be the agent and attorney in fact of Owner in any removal or eviction action for any violation of the Governing Documents by the lessee or the Owner. All costs and expenses of the foregoing incurred by the Association shall be the joint and several responsibility of the Owner and lessee.

Section 7. Cooperation by Owners. Upon request from the Board of Directors, Owners shall be required to provide to the Board the following information:

- (a) Names of all residents in their respective units;
- (b) Main telephone number;
- (c) Number of cars and license numbers of the same.

ARTICLE XIII

INFORMATION TO LENDERS AND UNIT OWNERS

Section 1. Records Available. The Association shall make available to Unit Owners and to holders, insurers, or guarantors of any first mortgage on any Unit, current copies of this Declaration of Restrictions, the Articles of Incorporation or Bylaws of the Association, other rules concerning these Properties and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Financial Statement. Any holder of a first mortgage upon a Unit shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Notices. Upon written request to the Association by a holder, insurer, or guarantor of any first mortgage of a Unit (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the Unit number and address thereof, the Lender will be entitled to timely written notice of:

(a) Any condemnation, loss or casualty loss which affects a material portion of the Properties, or any Unit on which there is a first mortgage held by the Lender;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 4. Conflicts. As determined by the Association, there may be incorporated as part of this Declaration, and, where applicable, the Articles and Bylaws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Unit eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or Bylaws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA. Should FNMA, FHLMC, GNMA, VA or FHA require an amendment to this Declaration, the Articles or Bylaws, then such amendment may be made and filed by the Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner.

ARTICLE XIV

INSURANCE

Section 1. Units. The Association has no responsibility to purchase or maintain any fire or hazard insurance with respect to the dwellings or other improvements upon Units; the Owners thereof shall be solely responsible therefore.

Section 2. Common Areas. The Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) and any common personal property and supplies. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended

coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in the amount equal to one hundred percent (100%) of current replacement cost of the Common Area, exclusive of land, foundation, excavation and other items normally excluded from coverage. The policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement".

Section 3. Flood Insurance. If the Properties are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon a policy of flood insurance on Common Areas and any buildings or other common property covered by the required form of policy (herein "Insurable Property"), in an amount deemed appropriate, but not less than the following:

The lesser of (i) the maximum coverage available under NFIP for all buildings and other Insurable Property within any portion of the Common Area located within a designated flood hazard area; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other Insurable Property.

Section 4. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all the Common Area. The coverage shall be at least for One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association.

Section 5. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

- (a) Fidelity bonds shall name the Association as an obligee.
- (b) The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;
- (c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by the management agent, or its officers, employees and agents), shall be paid by the Owner's Association as a common expense;
- (d) The bond shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

Section 6. Purchase of Insurance. All insurance purchased pursuant to this Article XIV shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 7. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 8. Owners' Responsibility. Each Owner may obtain insurance, at his own expense, affording coverage upon his own personal property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right of contribution.

Section 9. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each owner of a Mortgage upon a Unit and for each Owner of any other interest in a Unit or the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 10. Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, of those required by any Institutional Mortgagee involved.

Section 11. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to all other improvements shall be uniform against all Owners.

Section 12. Authority of Association. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

EXHIBIT A TO DECLARATION OF RESTRICTIONS FOR
SIENA OAKS

LEGAL DESCRIPTION

All the lands within the Plat of "Sienna
Oaks, A P.U.D.", in accordance with the
Plat thereof recorded in Plat Book
65, Page 122, Public
Records of Palm Beach County, Florida.

**ARTICLES OF INCORPORATION
OF
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is SIENA OAKS HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association", and its principal place of business is 100 Siena Oaks Circle West, Palm Beach Gardens, FL 33410.

ARTICLE II

The street address of the Registered Office of the Association is 100 Siena Oaks Circle, Palm Beach Gardens, Florida 33410. The Board of Directors will designate the Registered Agent.

ARTICLE III

All definitions in the Declaration of Restrictions to which these Articles are attached as Exhibit "B" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV

PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Units and Common Area, and improvements thereon, within that certain real property (and any additions thereto) described in the "Declaration of Restrictions" to which these Articles of Incorporation are attached as Exhibit "B", as recorded in the Public records, (hereinafter referred to as the "Declaration"), and to promote the health, safety and welfare of the members of the Association and provide recreational facilities for the members.

ARTICLE V

POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration or Bylaws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

EXHIBIT "B"

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3rds) of the entire membership of the Association obtained at a duly called meeting of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3rds) of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Unit;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of the entire membership of the Association obtained at a duly called meeting of the Association, except as otherwise provided in ARTICLE II of the Declaration;

(g) To promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(h) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise;

(i) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided the Owners including but not limited to garbage pick-up and other utilities and master antenna or cable television and/or radio system and the servicing and monitoring of the medical/fire/burglary system in each residence.

ARTICLE VI

MEMBERSHIP

Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

ARTICLE VII

VOTING RIGHTS

The Association shall have one (1) class of voting membership:

Membership: Members shall be all Owners, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of five (5) persons who shall be members of the Association and who shall be elected or appointed pursuant to the provisions of the Bylaws.

ARTICLE IX

DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties. In the event of such dissolution of the Association, assets of the Association pertaining to the Surface Water Management System (under the jurisdiction of the South Florida Water Management District) shall be offered for dedication to the applicable governmental agency, and if refused, then dedicated to another not-for-profit Florida corporation formed for such purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. **Proposal.** Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. **Call for Meeting.** Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail addressed to the member at his address as it appears on the membership books.

3. **Vote Necessary.** In order for such amendment or amendments to become effective, the same may be approved by a majority vote of Owners present at a duly called meeting of the members at which a quorum is present in person or by proxy.

4. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments to be adopted.
- (c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

5. The Association may, in its sole discretion, restate the Articles of Incorporation, in whole or part, after amendment(s) have been passed and recorded in the Public Records.

ARTICLE XII

OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are kept on file at the Association's principal place of business.

ARTICLE XIII

BYLAWS

The original Bylaws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the Bylaws of the Association may be amended, altered or rescinded at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE XV

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board of Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or

Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction.

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BYLAWS OF
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is SIENA OAKS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 100 Siena Oaks Circle, Palm Beach Gardens, Florida 33410, but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions of words as defined in the Declaration of Restrictions to which these Bylaws are attached as Exhibit "C" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held at least once each calendar year on a date during the month of May and at a time to be determined by the Board of Directors.

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-tenth (1/10) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days notice will be deemed sufficient) to each member entitled to vote thereat, 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.

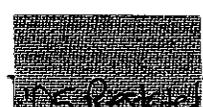
Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. 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 Unit.

EXHIBIT "C"

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ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The Board shall consist of five (5) members.

Section 2. Term of Office. The first election of Directors shall be held when Class B membership ceases, as provided in ARTICLE VIII of the Articles of Incorporation, at a meeting of the members called for that purpose. The term of office of Directors shall be as so stated in the Articles of Incorporation.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, upon a majority vote of the Owners which elected that Director, in accordance with the provisions of Article V hereof. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor, provided, however that such successor selected by the Board shall be an Owner of the same type of Unit which elected said preceding Director.

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.

Section 5. 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 the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. At least sixty (60) days prior to each annual members' meeting, the Board of Directors shall notify the membership of the number of seats open for election, which notice shall also inform the members that any member seeking election shall submit his/her intention to be a candidate for Director, in writing, together with an information sheet and/or resume, which forms shall be submitted to the Board no later than forty (40) days prior to the meeting. The information sheet/resume shall not be required, but may be submitted at the option of the candidate. The submission of said notice of intent to be a candidate shall constitute the nomination of the member submitting the same. No further nominations shall be received or accepted within the forty (40) day period prior to the election. No later than thirty (30) days prior the election, the Board shall notify the membership of the names of the nominees, together with a copy of each nominee's information sheet and/or resume. During the time between thirty (30) days prior to the election and ten (10) days prior the election, the Board shall schedule at least one meeting for those members who wish (a quorum is not required) to meet with, hear from and question the nominees. In addition to the foregoing, nominations shall also be accepted from the floor at the annual meeting, or any other meeting at which an election of a Director or Directors is conducted. Any member at such meeting may nominate himself or herself, and no nominations need be seconded.

Section 2. Election. At each annual members' meeting, Owners of Patio Home Units shall be entitled to elect up to three (3) members to the Board of Directors, to be selected from Patio Home Nominees, and Owners of Estate Home Units shall be entitled to elect up to two (2) members to the Board of Directors, to be selected from Estate Home Nominees, as provided in Section 3 of this Article. All elections shall be by secret written ballot, unless unanimously waived by all Owners of the same Unit type who are present at

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such meeting. At such election, the members may cast, in respect to each vacancy which they are entitled to fill, one (1) vote for each Unit owned. Cumulative voting is not permitted. Directors elected by Patio Home Owners shall be known as Patio Home Directors, and Directors elected by Estate Home Owners shall be known as Estate Home Directors. Directors shall be permanent residents at Siena Oaks which is defined as being in residence at Siena Oaks at least nine months in each calendar year. An election shall be held if the total number of nominations from the floor taken together with the nominations established prior to the annual meeting exceed the number of vacancies on the Board with respect to the Patio Home Directors or the Estate Home Directors. Should there be an insufficient number of nominations to fill any vacancy on the Board, then the remaining Board members after the meeting shall be authorized to fill the vacancy(ies) in the same manner as if such vacancy was created by the death, resignation or removal of such Director.

Section 3. Term of Office. The Directors elected by the members shall have terms of one (1) year. The term of office of each Director shall terminate upon the election or appointment of such Director's successor pursuant to these Bylaws. Notwithstanding anything herein or in the Articles of Incorporation to the contrary, any director may be reelected.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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.

Section 4. Notice. Notices of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of the meeting, except in an emergency and except as otherwise provided by law from time to time. Notice of meetings of the Architectural Control Committee and any Committee making final decisions regarding the expenditure of Association funds must be provided in the same manner as meetings of the Board of Directors, and such meetings must be open to the members of the Association, unless otherwise provided by law.

Section 5. Minutes. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Adopt and publish rules and regulations governing the use of the Units and the Common Areas and facilities, and the personal conduct of the members and their

guests therein and thereon, and to establish penalties and/or fines for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in excess of ninety (90) days in the payment of any assessment levied by the Association.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) 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) regular meetings of the Board of Directors in a twelve (12) month period.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate specific duties and functions of the Association and/or its officers; and

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

(a) 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;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to fix the amount of the annual assessment against each Unit and send notice thereof to every Owner at least thirty (30) days in advance of each annual assessment period;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain such insurance as deemed necessary by the Board of Directors;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Perform all other duties and responsibilities as provided in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a secretary, a treasurer, an assistant treasurer, 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 first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this 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 officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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 appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer 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 members and 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 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 appropriate bank accounts 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; 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.

ASSISTANT TREASURER

(e) The Assistant Treasurer shall act in the place and stead of the Treasurer 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/her by the Board.

ARTICLE IX
COMMITTEES

The Board of Directors shall fill any vacancies on the Architectural Control Committee for a term as the Board determines, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The official records of the Association as defined under Section 617.303, Florida Statutes as renumbered or amended from time to time, shall at all times, during reasonable business hours, be subject to inspection by any member, as provided under applicable Florida law. The Declaration, the Articles of Incorporation and the Bylaws, and any other document or information deemed part of the "official records" of the Association under applicable Florida law, shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

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 assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late fee of \$20.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is late, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

ARTICLE XII
CORPORATE SEAL

If required by law, the Association shall have a seal in circular form having within its circumference the words: SIENA OAKS HOMEOWNERS ASSOCIATION, INC., a Corporation Not For Profit.

ARTICLE XIII
AMENDMENTS

Section 1. These Bylaws may be amended, altered or rescinded at a regular or special meeting of the members, by a majority vote of owners present at a duly called meeting of the members at which a quorum of members 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.

Section 3. The Association may, in its sole discretion, restate this Bylaws, in whole or part, after amendment(s) have been passed and recorded in the Public Records.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV

FINES

Section 1. In the event of a violation (other than the non-payment of an assessment) by a Unit Owner of any of the provisions of the Declaration, the Articles or these Bylaws, or the Rules and Regulations adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Unit Owner or its lessees, in the manner provided herein, and such fines shall be collectible as any other assessment, so that the Association shall have a lien against each Unit for the purpose of enforcing and collecting such fines, as provided in the Declaration.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations of the Association, governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests and lessees are being or have been violated and the amount of the fine or penalty, if any, not to exceed Fifty Dollars (\$50.00) per day per violation, or such lesser maximum amounts established by law from time to time. The recommendation of the Covenants Enforcement Committee for a fine or penalty may provide that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed the maximum amount allowed hereunder or by law, whichever is less, for which only a single notice and opportunity for a hearing was required. A recommendation by the Covenants Enforcement Committee of a fine or penalty may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or penalized and an opportunity for a hearing before the Covenants Enforcement Committee which request for a hearing must be made within said fourteen (14) day period and if timely requested, the date and time of the hearing shall be established by the Committee. The notice to the person alleged to be in violation, and to the Owner of the Unit which that person occupies or is or was visiting, if that person is not the Owner, shall identify the nature of the alleged violation. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues may be deemed a separate offense or violation subject to a separate fine but that only a single notice and opportunity for a hearing need be given. If the Covenants Enforcement Committee by majority vote does not approve a proposed fine or penalty, it may not be imposed. The recommendation of the Covenants Enforcement Committee shall be forthwith forwarded to the Board of Directors for its action. Upon receipt of the recommendation of the Covenants Enforcement Committee, the Board of Directors may levy a fine and/or penalty for each violation in an amount not to exceed the recommendation of the Covenants Enforcement Committee. The composition of the membership of the Covenants Enforcement Committee must comply with the requirements of Chapter 617, Florida Statutes, as amended from time to time.

(b) If a hearing is timely requested, the Covenants Enforcement Committee shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the Unit Owner, or the

Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) If no hearing is timely requested, then the Board of Directors shall consider the recommendation of the Covenants Enforcement Committee and act upon same as provided in Section 1(a) above.

(d) A fine pursuant to this section shall be assessed against the Unit which the violator occupied at the time of the violation, whether or not the violator is an Owner of that Unit, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Any fines which are not paid when due, as determined by the Board, shall be delinquent. If the fine is not paid within thirty (30) days after the due date, a late fee of Fifteen (\$15.00) Dollars, beginning from the due date, may be levied by the Board of Directors for each month the fine remains unpaid. The person obligated to pay the fine shall also be charged interest at the highest rate permitted by law and costs and reasonable attorney's fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such fine. Nothing herein shall be construed to interfere with any right that a Unit Owner may have to obtain from a violator occupying his Unit payment in the amount of any fine or fines assessed against that Unit.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Declaration, Articles of Incorporation, these Bylaws and Rules and Regulations, including but not limited to legal action for damages or injunctive relief.

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**EXHIBIT "D" TO THE DECLARATION
OF RESTRICTIONS FOR SIENA OAKS**

**SIENA OAKS HOMEOWNERS ASSOCIATION, INC. ARCHITECTURAL
GUIDELINES AND RULES**

The Board of Directors have adopted the enclosed Guidelines which shall form the basis of the Architectural Control Committee's (ACC) decisions when homeowners seek to add to, alter or improve the exteriors of the homes and the Lots, including landscaping in "Siena Oaks Homeowners Association". The Architectural Control Committee shall either accept or deny the requested alteration or improvement of the homeowner.

The Board recognizes that some homeowners and residents might be reluctant to seek Architectural Committee approval when making an alteration or improvement to their property. However, it is required that all homeowners shall comply with the application process and seek Architectural Control Committee approval before commencing any exterior alteration or improvement. It is a violation of the Declaration for anyone to bypass the approval process.

I. DEFINITIONS

- 1.1 "COMMITTEE" means the Architectural Control Committee.
- 1.2 "SIENA OAKS HOMEOWNERS ASSOCIATION" means all lots Units (also referred to as "Lots" in the Declaration), Common Area and other property under the Declaration for Siena Oaks which comprise the entire community.
- 1.3 "ESTATES" means the Estate Homes.
- 1.4 "PATIO HOMES" shall mean the zero lot line homes situated within Siena Oaks Homeowners Association.

II. PAINTING OF EXTERIORS OF THE UNITS

2.1 PATIO HOMES

- A. No deviation from the original color scheme is permitted unless a deviation is approved by the COMMITTEE.
- B. All trim must be white or the same color as the exterior color of the home or a different tone or shade of the exterior color of the home as approved by the COMMITTEE in its discretion.
- C. No two homes next to each other (that are side by side) shall be of the same or substantially similar exterior color as determined by the COMMITTEE.

2.2 ESTATES

- A. Prohibited exterior colors, including trim, are primary colors (provided the Committee may, in its discretion, approve certain shades or tones of primary colors) and black. Soft pastels and earth tones are encouraged.
- B. No two homes next to each other (that are side by side) may have a sharp contrast with each other nor shall be of the same or substantially similar exterior color. The Committee may, in its

discretion, determine whether the colors of adjacent homes violate the provisions of this paragraph.

- C. All trim must be white or the same color as the exterior color of the home or a different tone or shade of the exterior color of the home as approved by the COMMITTEE in its discretion.

2.3 DIFFERENT APPROVED COLORS FOR ESTATES AND PATIO HOMES

The Committee may, in its discretion, establish or approve different exterior colors for the Estates and Patio Homes, and the approval of any color(s) for one type of home shall not be deemed the approval of such color(s) for the other type of homes.

III. FENCES

3.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

- A. Only three types of fences are permitted: (to be applied to both Estate and Patio homes)

- (1) Wood Fences; Shadow-wood (shadow box) type made of natural wood (not painted). Wood fences shall be a height of six (6) feet (not less or more). Wood fences shall not be permitted facing any street or sidewalk bordering the front or side of any lot. Existing wood fences in such locations shall be grandfathered but when the same need to be replaced, shall only be replaced by white vinyl fencing as described below.

- (2) Metal Fences: Metal fences may only be installed along lakes and canals in the rear of a lot. All metal fences shall be of aluminum materials, white in color, open metal picket style, with a six inch slat separation as prevalent in "Siena Oaks Homeowners Association". The ACC COMMITTEE may approve slat separations of less than six inches if there exists safety concerns for small children. Metal fences shall be a height of four (4) feet.

- (3) White Vinyl Fences: White vinyl fences shall be of a shadow box type or style (as determined and approved by the ACC COMMITTEE) and six (6) feet in height (not less or more). Any fence facing a sidewalk or street bordering a lot must be a white vinyl fence, except for grandfathered wood fences as described in subparagraph 3.1.A(1) above.

- B. No fence shall be located in the front portion of any Lot. No fence shall be located closer than 10 feet (measured going toward the rear Lot line) from the front of the leading edge of the dwelling or house slab located on such lot.

- C. Fences along the lake:

- (1) Only fences of the metal type under 3.1.A.2 above shall be allowed along any lake. All such fences must be constructed on the lake maintenance easement line located farthest from the lakeshore, but not within such easement area.

- D. As to any home which is adjacent to a lake: No wood or white vinyl fence in a rear yard shall be permitted except for such approved fences installed along the side Lot lines which do not face a

bordering sidewalk or street, but in no event extending beyond the maintenance easement line located farthest from the lake.

- E. When a fence is replaced, it shall be replaced with the type of fence permitted for such location, pursuant to this Section 3.1.
- F. Metal (Aluminum) fences, in addition to the criteria referred to in 3.1.A.2 above, all aluminum fences shall be of white finish and four feet in height (not less or more).
- G. Party Fences. Party fences, as defined in Article VII of the Declaration, may be either wood or white vinyl, as determined by the joint owners thereof and approved by the ACC COMMITTEE. The maintenance and replacement of party fences shall be in accordance with Article VII of the Declaration and these Architectural Guidelines and Rules.

IV. DRIVEWAYS

- 4.1 PATIO HOMES. No deviation from the original color and style is permitted, except a terra-cotta color drive is permitted when the roof of the home is terra cotta. An owner may apply a clear sealant to a driveway if desired. If the original color of the driveway is in question, the homeowner shall contact the management or Board of Siena Oaks Homeowners Association for the correct color of the driveway.
- 4.2 ESTATES. Deviations in style shall be permitted with COMMITTEE approval in its discretion. Deviations from color shall be permitted provided that the color blends harmoniously with the home as determined by the COMMITTEE in its discretion. Color change must be approved by the COMMITTEE in its discretion.

V. MAILBOXES AND STANCHIONS

- 5.1 "SIENA OAKS HOMEOWNERS ASSOCIATION". Deviations shall be permitted only if the deviation is made in the entire community, and only if all of the mailboxes and stanchions are uniform in the community.

VI. LIGHTING FIXTURES

- 6.1 "SIENA OAKS HOMEOWNERS ASSOCIATION". Any light fixture may be replaced with the same or substantially similar fixture with the approval from the COMMITTEE. Any change of an exterior light fixture shall also require the prior approval of the COMMITTEE, which may be granted or denied at the COMMITTEE's discretion. Notwithstanding the foregoing, no change or alteration shall be made to the post light or street lamp located on any lot or unit unless the change and alteration is made in the entire Siena Oaks Homeowners Association as approved by the Committee or the Board of Directors.

VII. SCREEN ENCLOSURES

- 7.1 PATIO HOMES. All screen enclosures shall meet the following standards:
 - A. The frame must be of white color.
 - B. The screen must be charcoal in color.
 - C. The roof must be of mansard style or of the style of the existing screen enclosure originally constructed on the lot.

- D. No screen enclosure shall be permitted on the side of the home. The only screen enclosure permitted in the front of the home shall be the screening-in of the portico.
- E. Any screened enclosure along a lake or canal must have 100 percent foundation plantings on the exterior of and along the enclosure which shall be a minimum height of twelve (12) inches above the foundation and spaced such that the plantings form a dense appearance along the entire perimeter of the enclosure (not including in front of any door of the enclosure).
- F. Type of plants allowed for screening are: Cocoplum (Chrysobalanus icaco), Viburnum (Viburnum suspensum), Dwarf Schefflera, Nora Grant Ixora (Nora Grant), Hibiscus, Surinam Cherry, Liriope, or as approved by the COMMITTEE.

7.2 ESTATES. All screen enclosures shall meet the following standards:

- A. The frame must be of white color.
- B. The screen must be charcoal in color.
- C. The roof must be of either mansard, hip or gabled style.
- D. Any screened enclosure along a lake or canal, must have 100 percent foundation plantings on the exterior of and along the enclosure which shall be a minimum height of twelve (12) inches above the foundation and spaced such that the plantings form a dense appearance along the entire perimeter of the enclosure (not including in front of any door of the enclosure).
- E. All screened enclosures shall be located on the rear of the home, except for the following: As to a corner Lot, an enclosure may be constructed on the side of the home, provided that the screened enclosure does not protrude beyond the front leading edge of the dwelling or house slab.
- F. Type of plants allowed for screening are: Cocoplum (Chrysobalanus icaco), Viburnum (Viburnum suspensum), Dwarf Schefflera, Nora Grant Ixora (Nora Grant), Hibiscus, Surinam Cherry, Liriope, or as approved by the COMMITTEE.

VIII. LANDSCAPING

8.1 "SIENA OAKS HOMEOWNERS ASSOCIATION:

A. The replacement of landscaping with the same plant species (for instance, sod with sod or bush or tree with same bush or tree) does not require the approval of the COMMITTEE. However, any replacement of landscaping with different plant species or the addition of landscaping which did not exist before requires the prior approval of the COMMITTEE. Notwithstanding the foregoing, no tree with a trunk measuring four inches (4") or more in diameter may be removed unless replaced with a tree having a trunk of at least four inches (4") or more in diameter, provided, however, that this shall not preclude the removal of a diseased or dying tree, or a tree which is a threat to any home or structure. No tree shall be "hatracked" or trimmed in violation of applicable codes and ordinances. Removal of all or a substantial amount of plants (as determined by the COMMITTEE in its discretion) from in front of the home and replacing it with sod or some other type of ground cover is not permitted. Annuals and perennials are permitted without approval of the COMMITTEE.

B. The following types of plants are prohibited, as provided in the Palm Beach Gardens Code, Section 98-71, revised:

(1)	Ficus Acacia surculiformis	Earleaf acacia	Tree
(2)	Melaleuca Albixia Lebbeck	Woman's tongue	Tree
(3)	Banyan Ardisia solonacea	Shoebuttton ardisia	Shrub
(4)	Eucalyptus Bischofia javanica	Bischofia; bishop-wood	Tree
(5)	Casuarian spp.	Australian pine	Tree
(6)	Colubrian asiatica	Leather leaf	Vine
(7)	Cupaniopsis anacardioides	Carrotwood	Tree
(8)	Dioscorea bulbifera	Air potato	Vine
(9)	Ficus Altissima	Lofty fig	Tree
(10)	Ficus bengalensis	Banyan	Tree
(11)	Hibiscus tiliaceus	Mahoe	Tree
(12)	Jasminum dichotomum	Jasmine	Shrub
(13)	Lygodium microphyllum	Small-leaf climbing	Fern
(14)	Melaleuca quinquenervia	Melaleuca; cajeput	Tree
(15)	Mimosa pigra	Cat's claw	Shrub
(16)	Rhodomyrtus tomentosus	Downy rose myrtle	Shrub
(17)	Sapium sebiferum	Chinese tallow tree	Tree
(18)	Schimum terebinthifolius	Brazilian pepper tree	Tree
(19)	Syzygium cuminii	Java plum	Tree
(20)	Thespesia populnea	Cork tree	Tree
(21)	Unknown	Norfork Pine	Tree

IX. AWNINGS

9.1 "SIENA OAKS HOMEOWNERS ASSOCIATION" no awnings are permitted except as follows:

Awnings are permitted when approved in advance by the COMMITTEE. Awnings shall be on the rear of the house, and must be designed to compliment the architecture of the house as to form, color, and style as determined by the COMMITTEE in its discretion.

X. SHUTTERS

10.1 Hurricane Protection in "SIENA OAKS HOMEOWNERS ASSOCIATION".

A. Hurricane shutters are permitted, but are limited to the following types:

- (1) Aluminum accordion type, white in color.
- (2) Aluminum roll up type, white in color, which rolls up to and into a box.

(3) Hurricane panels are permitted but attached hardware must be the color of the house or white. Hurricane panels may be constructed from the following material:

- a. Aluminum
- b. Galvanized steel
- c. Clear (Polycarbonate type)
- d. Plywood (must be removed within ninety-six (96) hours after a storm or hurricane)

10.2 Any other hurricane shutter is not permitted.

10.3 Hurricane shutters may only be placed in a closed position upon the issuance of a tropical storm or hurricane watch or warning for the area in which Siena Oaks Homeowners Association is located, and such shutters must be opened or removed within ninety-six (96) hours after the storm, or the watch or warning has been lifted.

10.4 PATIO AND ESTATE HOMES. No decorative type shutters will be allowed without approval of the COMMITTEE in its discretion. Shutters which may serve the dual purpose of being decorative and providing hurricane or storm protection may only be installed with the prior approval of the COMMITTEE which approval may be granted or denied at the COMMITTEE's sole discretion. The COMMITTEE, in its discretion, shall determine which shutters may serve the dual purpose of being decorative and providing hurricane or storm protection.

XI. WINDOWS

11.1 "SIENA OAKS HOMEOWNERS ASSOCIATION:

- A. No reflective material may be placed on any window.
- B. No awning windows are permitted.
- C. No jalousie windows are permitted.
- D. Windows may be tinted, provided that the color is limited to smoked throughout, or bronze throughout, the home.

XII. DOORS

12.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

A. No deviations in color or style of garage or entry doors, from that originally installed by the Developer, shall be permitted without prior approval of the COMMITTEE in its discretion.

(1) Solid panel garage doors that meet South Florida Building codes for hurricane protection are permitted provided that the style of the garage door matches the original style and color installed by the developer, but are not required to have windows in the top panel.

B. Screen doors and screen enclosures shall be permitted, provided the following criteria are met:

- (1) the frame shall be of white rectangular aluminum tubing.
- (2) The screen shall be charcoal in color.

(3) Any style screen door is permitted so long as it is or has previously been approved by the COMMITTEE.

XIII. ROOM/OTHER ADDITIONS AND STRUCTURES

13.1 "SIENA OAKS HOMEOWNERS ASSOCIATION:

- A. Any room or other addition or structure must be architecturally designed to compliment the architecture of the home as it relates to forms, materials and roof lines. No room or other addition or structure shall be permitted which requires a variance from standard zoning regulations.
- B. Metal roofs are prohibited.
- C. Free standing structures, meaning structures which are not attached to the home, are prohibited.
- D. Game and play structures may only be constructed in the rear yard with prior approval of the COMMITTEE and shall not exceed six (6) feet in height. No unit owner, lessee, guest or any other occupant, invitee or licensee shall at any time, keep, place, maintain or store any personal property of any type on, upon or within any portion of the common area, including, without limitation, recreation or play equipment, furniture, building materials or any refuse or trash except that trash receptacles may be placed at curbside no sooner than the evening before and removed no later than the evening of the scheduled pickup. (Article XI, Section 1. of the Declaration of Restrictions for Siena Oaks – "Garbage and Trash.")

XIV. SOLAR PANEL/DEVICES

14.1 "SIENA OAKS HOMEOWNERS ASSOCIATION" Solar panels/devices are permitted provided they meet the following criteria:

- A. Subject to applicable law, no solar panel or device shall be visible from any street whether or nor within SIENA OAKS HOMEOWNERS ASSOCIATION or from across any lake or canal.
- B. No exposed pipe materials shall be permitted.

XV. ROOF VENTILATORS

15.1 Unless otherwise provided by law, no wind driven or electronic roof ventilator which is at all visible from the exterior of the home, shall be permitted. If such devices must be allowed by law, the style and appearance of the same must be approved by the COMMITTEE to the extent the COMMITTEE is allowed to regulate the same under applicable law.

- A. Gable end ventilators are allowed provided the construction of the ventilator shall match in size and shape the ventilators as prevalent in "Siena Oaks Homeowners Association" or those existing on the home, with the approval of the COMMITTEE.

XVI. EQUIPMENT

16.1 "SIENA OAKS HOMEOWNERS ASSOCIATION" All pool pumps, water softeners, water conditioners, air conditioners, air conditioning or other equipment, shall be located as approved by the COMMITTEE and fully

landscaped from view with landscaping which is mature at the time of planting.

XVII. POOL INSTALLATIONS

17.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

A. Pools.

- (1) Above-ground pools are prohibited.
- (2) No pool and pool decking shall be constructed which requires a variance from standard zoning regulations.

B. Spas.

- (1) Spas shall be permitted only in the rear of the property.
- (2) No spa and decking shall be constructed which requires a variance from standard zoning regulations.

17.2 The following information must be submitted to the COMMITTEE for approval at least four (4) weeks prior to the construction of a pool on a homeowners property (and no construction shall commence until all material has been submitted and approved by the COMMITTEE):

- A. The written agreement of the Unit owner to be financially responsible for any damage that the pool contractor may cause to the Siena Oaks Homeowners Association property. The form of such agreement may be stipulated by the Board of Directors of the Association.
- B. A completely filled out pool application (see appendix A), which will include the starting and completion date of the construction.
- C. Copy of contract with pool contractor, including Certificate of Insurance of said Contractor. Such insurance must meet the minimum requirements established by the Board of Directors from time to time concerning types and amounts of coverage.
- D. Certified Survey showing the location of the pool and pool equipment on the property.
- E. Stamped copy of City building Permit (including inspector's name).
- F. Landscape plans, showing the type and location of the plants that will be used to screen the pool equipment from view and the location of such equipment.
- G. Permit must be posted in the front of the home during the time of construction.
- H. Temporary fencing on side of house must be provided during construction.
- I. Size, depth and location of pool must conform to the plans approved by the COMMITTEE and permitted by the City of Palm Beach Gardens (PBG). No deviations are permitted without the approval of the COMMITTEE and the City of PBG.

- J. Lot Owners shall obtain a bond of not less than \$10,000.00 protecting the Association from damage to any Association property and the Lot Owner shall execute an agreement provided by the Board of Directors indemnifying and holding the Association and its officers, directors and members harmless from any injury, damage, claim, expense or loss related to the installation of the pool.

XVIII. SATELLITE DISH

- 18.1 A satellite dish is permitted provided that it conforms to the following conditions and is approved by the COMMITTEE.
 - A. Can be no larger than one (1) meter in diameter.
 - B. Must be located on the home in an inconspicuous location, such that the satellite dish is not visible when the home is viewed from the street or from across any lake or canal as determined by the COMMITTEE. When the dish cannot be located in an inconspicuous location in order to receive an acceptable signal, the COMMITTEE will require landscaping or screening to cover or mask the dish.

XIX. ROOFING STYLE/MATERIAL

- 19.1 No deviations in color or style of roofing from that originally installed by the Developer shall be permitted.

XX. GENERAL

- 20.1 Regardless of whether any alteration or improvement to the exteriors of the homes and Lots is specifically referred to in these Guidelines, in every instance the alteration or improvement requires the prior written approval from the COMMITTEE.



Instrument was prepared by:
C. Mollengarden, Esquire
Mollengarden & Poliakoff, P.A.
500 Australian Avenue South, 9th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS FOR
SIENA OAKS**

WHEREAS, the **Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of **Palm Beach County, Florida**, in Official Record Book **6607** at Page **395**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Siena Oaks Homeowners Association, Inc.**, a Florida not-for-profit corporation, held on **May 28, 2003**, the aforementioned **Declaration of Restrictions** was amended pursuant to the provisions of said **Declaration**.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment as amended by the membership:

**AMENDMENT TO THE
DECLARATION OF RESTRICTIONS FOR
SIENA OAKS**

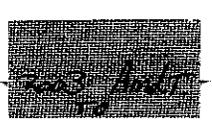
(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 3. Others. As deemed appropriate by the Board of Directors, the Association shall maintain, as a common expense, the vegetation, landscaping, and/or improvements (including, without limitation, light fixtures and the utility costs associated therewith) and/or sprinkler system upon areas which are not within the Properties but abut or are in the vicinity of the same or are owned by a utility or governmental authority, so as to enhance the appearance or safety of the Properties or otherwise benefit the Properties, the Association or the Unit Owners, as determined by the Board of Directors, such as, without limitation, swale areas or median areas within the right of way of abutting or nearby public streets, roads and areas within drainage canal rights of ways or other abutting or nearby waterways provided that the Association obtains any required approval or agreement from the property owner and/or applicable governmental authority and further provided the Association's insurance covers any liability related to any activities of the Association upon such property.

PROVISO; This section applies only to maintenance and repair of the above described items and areas to the extent agreed upon between the Association (through the Board of Directors) and the property owner and/or applicable governmental authority. Capital improvements, such as the addition of trees or shrubbery to non-Association property, must be approved by the Members. Notwithstanding the foregoing, the Association is specifically authorized to enter into that certain agreement with the City of Palm Beach Gardens entitled "Agreement for Installation and Maintenance of Traffic Calming Improvements" and to maintain certain landscaping and perform certain responsibilities with respect to certain lighting improvements and sprinkler heads, as a common expense, as more specifically described in said Agreement. Such landscaping, lighting improvements and sprinkler heads are located or will be installed or constructed on property not within the Properties.



WITNESS my signature hereto this 10th day of JULY, 2003, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

Kathryn Potet
Witness
KATHRYN POTET
(PRINT NAME)

By: Richard B Beladino
President

Marilyn J Beledino
Witness
Marilyn J Beledino
(PRINT NAME)

Attest: Marie Mauceri
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 10th day of JULY 2003, by RICHARD Beladino and MARIE MAUCERI, as PRESIDENT and SECRETARY respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Kathryn Potet (Signature)
KATHRYN POTET (Print Name)



KATHRYN POTET
MY COMMISSION # DD 114858
EXPIRES: May 17, 2006
Bonded Thru Budget Notary Services

Notary Public, State of Florida at Large



This instrument was prepared by:
Peter C. Mollengarden, Esquire
Becker & Poliakoff, P.A.
500 Australian Avenue South, 9th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
ARCHITECTURAL GUIDELINES AND RULES FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of **Palm Beach County**, Florida, in Official Record Book **6607** at Page **395**; and

WHEREAS, the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc. are attached as Exhibit D thereto; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, held on **June 18, 2003**, the aforementioned **Architectural Guidelines and Rules** were amended pursuant to the provisions of the Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Architectural Guidelines and Rules, attached as Exhibit D to the Declaration, is a true and correct copy of the amendments as amended by the Board of Directors:

**AMENDMENTS TO
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL GUIDELINES AND RULES**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

III. FENCES

3.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

A. Only ~~two~~ three types of fences are permitted: (to be applied to both Estate and Patio homes)

(1) Wood Fences; Shadow-wood (shadow box) type made of natural wood (not painted). Wood fences shall be a height of six (6) feet (not less or more). Wood fences shall not be permitted facing any street or sidewalk bordering the front or side of any lot. Existing wood fences in such locations shall be grandfathered but when the same need to be replaced, shall only be replaced by white vinyl fencing as described below.

(2) Metal Fences: Metal fences may only be installed along lakes and canals in the rear of a lot. All metal fences shall be of aluminum materials, white in color, open metal picket style, with a maximum of six inch slat separation as prevalent in "Siena Oaks Homeowners Association". The ACC COMMITTEE may approve slat separations of less than six inches if there exists safety concerns for small children. ~~Metal fences shall be a height of four (4) feet.~~

(3) ~~White Vinyl Fences: White vinyl fences shall be of a shadow box type or style (as determined and approved by the ACC COMMITTEE) and six (6) feet in height (not less or more). Any fence facing a sidewalk or street bordering a lot must be a white vinyl fence, except for grandfathered wood fences as described in subparagraph 3.1.A(1) above.~~

B. No fence shall be located in the front portion of any Lot. No fence shall be located closer than 10 feet (measured going toward the rear Lot line) from the front of the leading edge of the dwelling or house slab located on such lot.



- C. Fences along the lake:
 - (1) Only fences of the metal type under 3.1.A.2 above shall be allowed along any lake. All such fences must be constructed on the lake maintenance easement line located farthest from the lakeshore, but not within such easement area.
- D. As to any home which is adjacent to a lake: No wood or white vinyl fence in a rear yard shall be permitted except for such approved fences installed along the side Lot lines which do not face a bordering sidewalk or street, but in no event extending beyond the maintenance easement line located farthest from the lake. ...
- E. When a fence is replaced, it shall be replaced with the same type of fence permitted for such as originally built by the original developer and in its original location, pursuant to this Section 3.1. or as approved by the COMMITTEE.
- F. Metal (Aluminum) fences, in addition to the criteria referred to in 3.1.A.2 above, all aluminum fences shall be of white finish and four feet in height (not less or more).
- G. Party Fences. Party fences, as defined in Article VII of the Declaration, may be either wood or white vinyl, as determined by the joint owners thereof and approved by the ACC COMMITTEE. The maintenance and replacement of party fences shall be in accordance with Article VII of the Declaration and these Architectural Guidelines and Rules.

WITNESS my signature hereto this 9 day of July, 2003, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

Kathryn Potret
Witness
KATHRYN POTEET
(PRINT NAME)

By: Richard B Beladino
President

Marilyn Beladino
Witness
Marilyn J Beladino
(PRINT NAME)

Attest: Marie Mauceri
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 9th day of JULY 2003, by RICHARD BELADINO and MARIE MAUCERI, as President and Secretary respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced as identification and did take an oath.

Kathryn Potret (Signature)
KATHRYN POTEET (Print Name)



KATHRYN POTEET
MY COMMISSION # DD 114858
EXPIRES: May 17, 2006
Bonded Thru Budget Notary Services

Notary Public, State of Florida at Large

229444-1
236166



04/15/2003 16:44:05 20030210955
OR BK 15066 PG 1663
Palm Beach County, Florida

This instrument was prepared by:
Peter C. Mollengarden, Esquire
Becker & Poliakoff, P.A.
500 Australian Avenue South, 9th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
ARCHITECTURAL GUIDELINES AND RULES FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Restrictions for Siena Oaks** has been duly recorded in the Public Records of **Palm Beach County**, Florida, in Official Record Book **6607** at Page **395**; and

WHEREAS, the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc. are attached as Exhibit D thereto; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, held on **February 18, 2003**, the aforementioned **Architectural Guidelines and Rules** were amended pursuant to the provisions of the Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Architectural Guidelines and Rules, attached as Exhibit D to the Declaration, is a true and correct copy of the amendments as amended by the Board of Directors:

**AMENDMENT TO ARTICLE VII, SECTION 7.1.C OF THE
ARCHITECTURAL GUIDELINES AND RULES FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

VII. SCREEN ENCLOSURES

7.1 PATIO HOMES. All screen enclosures shall meet the following standards:

C. The roof must be of mansard style or of the style of the existing screen enclosure originally constructed on the lot.

WITNESS my signature hereto this 20 day of March, 2003, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness

By: [Signature]
President

Stuart E Kochan
(PRINT NAME)

[Signature]
Witness

Attest: [Signature]
Secretary

KATHRYN Poteet
(PRINT NAME)

[Handwritten mark]



STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 20th day of MARCH 2003,
by RICHARD BELADIND and CARL CUMMING, as
PRESIDENT and SECRETARY
respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit
corporation, on behalf of the corporation. They are personally known to me, or have
produced _____ as identification and did take an
oath.

Kathryn Poteet (Signature)

KATHRYN POTEET (Print Name)



KATHRYN POTEET
MY COMMISSION # DD 114858
EXPIRES: May 17, 2006
Bonded Thru Budget Notary Services

Notary Public, State of Florida at Large

229444_1



10/11/2002 16:38:36 20020539631
OR BK 14264 PG 0618
Palm Beach County, Florida

This instrument was prepared by:
Peter C. Mollengarden, Esquire
Becker & Poliakoff, P.A.
500 Australian Avenue South, 9th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
ARCHITECTURAL GUIDELINES AND RULES FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of **Palm Beach County**, Florida, in Official Record Book **6607** at Page **395**; and

WHEREAS, the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, held on **July 17, 2002**, the aforementioned **Architectural Guidelines and Rules** were amended pursuant to the provisions of the Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Architectural Guidelines and Rules, attached as an exhibit to the Declaration, is a true and correct copy of the amendmer ~~amended~~ by the Board of Directors:

**AMENDMENTS TO
SIENA OAKS HOMEOWNERS ASSOCIATION
GUIDELINES AND RUI**

Amended later

(Additions shown by "underline"
deletions shown by "strikeout")

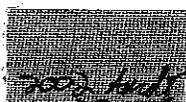
III. FENCES

3.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

C. Fences along the lake ~~or canal~~:

(1) Only fences of the metal type under 3.1.A.2 above shall be allowed along any lake ~~or canal~~. All such fences must be constructed on the lake ~~or canal~~ maintenance easement line located farthest from the lakeshore ~~or canal~~, but not within such easement area.

D. As to any home which is adjacent to a lake ~~or canal~~: No wood fence in a rear yard shall be permitted except for such approved fences installed along the side Lot lines, but in no event extending beyond the maintenance easement line located farthest from the lake ~~or canal~~.



WITNESS my signature hereto this 12th day of September, 2002, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

Randy Johnson
Witness

By: Richard B. Beladino
President

Randy Johnson
(PRINT NAME)

Kathryn Poteet
Witness

Attest: Christopher King
Secretary

KATHRYN POTEET
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 12th day of September 2002, by Richard Beladino and CHRISTOPHER KING, as PRESIDENT and Secretary respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Kathryn Poteet (Signature)
Kathryn Poteet (Print Name)

Notary Public, State of Florida at Large

218037_1





08/15/2002 14:26:48 20020429180
OR BK 14039 PG 0866
Palm Beach County, Florida
Dorothy H. Wilken, Clerk

This instrument was prepared by:
Peter C. Mollengarden, Esquire
Becker & Poliakoff, P.A.
500 Australian Avenue South, 9th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
ARCHITECTURAL GUIDELINES AND RULES FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of **Palm Beach County**, Florida, in Official Record Book **6607** at Page **395**; and

WHEREAS, the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc. are attached as Exhibit "D" thereto; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, held on **April 15, 2002**, the aforementioned **Architectural Guidelines and Rules** were amended pursuant to the provisions of said Architectural Guidelines and Rules.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Architectural Guidelines and Rules is a true and correct copy of the amendments as amended by the Board of Directors:

(Additions shown by "underlining", deletions shown by "~~strikeout~~")

13.1 D. Game and play structures may only be constructed in the rear yard with prior approval of the COMMITTEE and shall not exceed six (6) feet in height. No unit owner, lessee, guest or any other occupant, invitee or licensee shall at any time, keep, place, maintain or store any personal property of any type on, upon or within any portion of the common area, including, without limitation, recreation or play equipment, furniture, building materials or any refuse or trash except that trash receptacles may be placed at curbside no sooner than the evening before and removed no later than the evening of the scheduled pickup. (Article XI, Section 1. of the Declaration of Restrictions for Siena Oaks - "Garbage and Trash.")

WITNESS my signature hereto this 19 day of June, 2002, at Palm Beach Gardens, Palm Beach County, Florida.

Kathryn Poteet
Witness
Kathryn Poteet
(PRINT NAME)

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.
By: Richard B. Beladino
President

Ralph Luongo
Witness
RALPH LUONGO
(PRINT NAME)

Attest: Christopher King
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 19th day of June, 2002, by RICHARD BELADINO and John C. King, as PRESIDENT and Secretary respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced as identification and did take an oath.

Kathryn Poteet (Signature)
KATHRYN POTEET (Print Name)

Notary Public, State of Florida at Large





This instrument was prepared by:
Peter C. Mollengarden, Esquire
Becker & Poliakoff, P.A.
500 Australian Avenue South, 9th Floor
West Palm Beach, FL 33401
(W-C112)

08/15/2002 14:27:47 20020429191
OR BK 14039 PG 0898
Palm Beach County, Florida

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS FOR
SIENA OAKS**

WHEREAS, the Declaration of Restrictions for Siena Oaks has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 6607 at Page 395; and

WHEREAS, at a duly called and noticed meeting of the membership of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, held on May 29, 2002, the aforementioned Declaration of Restrictions was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment as amended by the membership:

**AMENDMENT TO THE
DECLARATION OF RESTRICTIONS FOR
SIENA OAKS**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE XI

PROHIBITED USES

Section 1. Garbage and Trash. All garbage cans, trash containers, bicycles, recreation equipment (when not in use), and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. However, well-maintained portable basketball goals with hoops capable of reaching a height of ten (10) feet need not be kept, stored, or placed in an area not visible from outside the dwelling if placed at least ten (10) feet from the sidewalk in or around the driveway adjacent to the dwelling when not in use. Each owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pickup.

WITNESS my signature hereto this 19 day of June, 2002, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

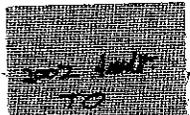
By: *Richard B. Beladino*
President

Attest: *Christopher K. Z...*
Secretary

Kathryn Potec
Witness
Kathryn Potec
(PRINT NAME)

Ralph Luongo
Witness

Ralph Luongo
(PRINT NAME)



A

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 19 day of JUNE 2002,
by RICHARD BELADINO and JOHN C. KING, as
PRESIDENT and Secretary
respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit
corporation, on behalf of the corporation. They are personally known to me, or have
produced _____ as identification and did take an
oath.

Kathryn Poteet (Signature)
KATHRYN POTEET (Print Name)

Notary Public, State of Florida at Large

213855_1



KATHRYN POTEET
MY COMMISSION # DD 114858
EXPIRES: May 17, 2006
Bonded Thru Budget Notary Services



03/19/2002 15:26:33 20020142549
DR BK 13518 PG 0668
Palm Beach County, Florida

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Poliakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(WC-112)

**CORRECTIVE CERTIFICATE OF RECORDATION OF THE
RESTATEMENT OF THE
DECLARATION OF RESTRICTIONS,
ARTICLES OF INCORPORATION AND BYLAWS FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of **Palm Beach County, Florida**, in Official Record Book **6607** at Page **395**; and

WHEREAS, the **Articles of Incorporation and Bylaws for Siena Oaks Homeowners Association, Inc.** are recorded and attached as Exhibits "B" and "C" thereto, respectively; and

WHEREAS, the Association recorded a Certificate of Recordation of the Restatement of the Declaration of Restrictions, Articles of Incorporation and Bylaws for Siena Oaks Homeowners Association, Inc. which was recorded in Official Records Book **13247** at Page **456**, of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Exhibit "A" to the aforementioned Declaration of Restrictions was inadvertently not attached as an exhibit to the Restatement of the Declaration of Restrictions.

NOW, THEREFORE, the undersigned hereby files this Corrective Certificate of Recordation to the Restatement of the Declaration of Restrictions, and certifies that the aforementioned Certificate of Recordation of the Restatement of the Declaration of Restrictions, Articles of Incorporation and Bylaws for Siena Oaks Homeowners Association, Inc. is hereby corrected, ratified and reaffirmed and Exhibit "A" hereto is hereby made Exhibit "A" to the Restatement of the Declaration of Restrictions for Siena Oaks.

**SIENA OAKS HOMEOWNERS
ASSOCIATION, INC.**

Linda Corcoran
Witness
Linda Corcoran
(PRINT NAME)

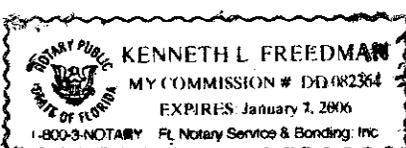
By: *Thomas F. Lepore*
President

Witness
(PRINT NAME)

At: *Jay F. Manner*
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged by *Thomas F. Lepore* and *Jay F. Manner*, as _____ and _____, respectively, of Siena Oaks Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.



Kenneth L. Freedman (Signature)
Kenneth L. Freedman (Print Name)

Notary Public, State of Florida at Large

ORB 6607 Pg 418

EXHIBIT A TO DECLARATION OF RESTRICTIONS FOR
SIENA OAKS

LEGAL DESCRIPTION

All the lands within the Plat of "Sienna
Oaks, A P.U.D.", in accordance with the
Plat thereof recorded in Plat Book
65, Page 132, Public
Records of Palm Beach County, Florida.



12/27/2001 18:26:02 20010579824
DR BK 13247 PG 0456
Palm Beach County, Florida

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Poliakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF RECORDATION OF THE
RESTATEMENT OF THE
DECLARATION OF RESTRICTIONS,
ARTICLES OF INCORPORATION AND BYLAWS FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Restrictions for Siena Oaks has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 6607 at Page 395; and

WHEREAS, the Articles of Incorporation and Bylaws for Siena Oaks Homeowners Association, Inc. are recorded and attached as Exhibits "B" and "C" thereto, respectively; and

WHEREAS, the Declaration, Articles of Incorporation and Bylaws each provide that a restatement of such document may be recorded after the same has been amended pursuant to the provisions thereof; and

WHEREAS, the purpose of this Certificate is to restate the Declaration and the exhibits thereto, incorporating all the amendments made to the Declaration, Bylaws and Articles of Incorporation to date as set forth in Exhibit "1" hereto.

WITNESS my signature hereto this 14 day of November, 2001, at Palm Beach Gardens, Palm Beach County, Florida.

**SIENA OAKS HOMEOWNERS
ASSOCIATION, INC.**

By: Thomas L. Capole
President

[Signature]
Witness
Ammanda M. Castillo
(PRINT NAME)

Attest: Jay L. Mamer
Secretary

[Signature]
Witness
LINDA E. O'NEIL
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 14th day of NOVEMBER 2001, by Thomas Capole and Jay L. Mamer, as PRESIDENT and SECRETARY respectively, of Siena Oaks Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced PERSONALLY KNOWN as identification and did take an oath.

Thomas L. Capole (Signature)

(Print Name)

Notary Public, State of Florida at Large



EXHIBIT "1"

INDEX

**DECLARATION OF RESTRICTIONS
for
SIENA OAKS**

	PAGE
ARTICLE I	
DEFINITIONS	4
Section 1.	4
Section 2.	4
Section 3.	4
Section 4.	4
Section 5.	4
Section 6.	4
Section 7.	4
Section 8.	5
Section 9.	5
Section 10.	5
Section 11.	5
Section 12.	5
Section 13.	5
Section 14.	5
Section 15.	5
ARTICLE II – ANNEXATION AND WITHDRAWAL	5
Section 1.	5
Section 2.	5
ARTICLE III – PROPERTY RIGHTS	6
Section 1.	6
Section 2.	6
ARTICLE IV – MEMBERSHIP AND VOTING RIGHTS	6
Section 1.	6
Section 2.	6
ARTICLE V – COVENANT FOR ASSESSMENTS	6
Section 1.	6
Section 2.	7
Section 3.	7
Section 4.	7
Section 5.	8
Section 6.	9

ARTICLE VI – MAINTENANCE OBLIGATION OF ASSOCIATION		9
Section 1.	Common Area.	9
Section 2.	Grounds Keeping Services.	9
Section 3.	Others.	10
Section 4.	Post Lights.	10
ARTICLE VII – MAINTENANCE OBLIGATION OF UNIT OWNERS		10
Section 1.	Owner’s Responsibility.	10
Section 2.	Owner Liability.	11
ARTICLE VIII – EASEMENTS		12
Section 1.	Easement for Encroachments.	12
Section 2.	“Zero Lot Line” Easement.	12
ARTICLE IX – ARCHITECTURAL CONTROL COMMITTEE		12
Section 1.	Approval Necessary.	12
Section 2.	Membership to Committee.	12
Section 3.	Enforcement of Plans.	12
Section 4.	Construction to be in Conformance with Plans.	13
Section 5.	Deemed Approval.	13
Section 6.	Rules and Regulations.	13
ARTICLE X – ASSIGNMENT OF POWERS		13
ARTICLE XI – PROHIBITED USES		13
Section 1.	Garbage and Trash.	13
Section 2.	Structures.	13
Section 3.	Pets and Animals.	13
Section 4.	Stables.	14
Section 5.	Pools.	14
Section 6.	Vehicles and Parking.	14
Section 7.	Signs.	16
Section 8.	No Business Activity.	16
Section 9.	Maintenance.	17
Section 10.	Nuisance.	17
Section 11.	Unlawful Uses.	17
Section 12.	Antennas.	17
Section 13.	Occupancy of Units; Subdivision.	17
Section 14.	Use.	17
Section 15.	Clothes Line.	17
Section 16.	Fences.	17
Section 17.	Wells.	17
Section 18.	Boundary Line Wall.	18
Section 19.	Vehicle Maintenance.	18
Section 20.	Sidewalks.	18
Section 21.	Garage Doors.	18
Section 22.	Hurricane Storm Shutters.	18

ARTICLE XII – GENERAL PROVISIONS		18
Section 1.	Enforcement.	18
Section 2.	Severability.	18
Section 3.	Amendment.	18
Section 4.	Notices.	19
Section 5.	Permits, Licenses and Easements.	19
Section 6.	Leasing of Units.	19
Section 7.	Cooperation by Owners.	20
ARTICLE XIII – INFORMATION TO LENDERS AND UNIT OWNERS		20
Section 1.	Records Available.	20
Section 2.	Financial Statement	20
Section 3.	Notices.	20
Section 4.	Conflicts.	20
ARTICLE XIV – INSURANCE		21
Section 1.	Units.	21
Section 2.	Common Areas.	21
Section 3.	Flood Insurance.	21
Section 4.	Liability Insurance.	21
Section 5.	Fidelity Bonds.	21
Section 6.	Purchase of Insurance.	22
Section 7.	Cost and Payment of Premiums.	22
Section 8.	Owners’ Responsibility.	22
Section 9.	Association as Agent.	22
Section 10.	Estimates.	22
Section 11.	Assessments.	22
Section 12.	Authority of Association.	22

EXHIBITS

EXHIBIT A – Legal Description

EXHIBIT B – Articles of Incorporation of Association

EXHIBIT C – Bylaws of Association

EXHIBIT D – Rules and Regulations

DECLARATION OF RESTRICTIONS

for
SIENA OAKS

THIS DECLARATION, made by THE ENGLE GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I

DEFINITIONS

Section 1. "Articles" shall mean and refer to the Articles of Incorporation for the Association filed with the Florida Secretary of State, in the form attached hereto as EXHIBIT "B", as amended from time to time.

Section 2. "Association" shall mean and refer to SIENA OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 3. "Bylaws" shall mean and refer to the Bylaws for the Association, in the form attached hereto as EXHIBIT "C", as amended from time to time.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners. The Common Area shall consist of all portions of the Properties which are not Units, nor dedicated to a governmental entity or the public, and shall specifically include Private Road Tracts S-1, S-2, S-3, S-4, S-5, S-6, S-8, S-9, S-10, S-11, S-12 and S-13; Drainage Easements; Landscape Tracts B, C, D, E, F, G, H, I, J, K, L, and M; Recreation Area Tract P; Lake Access Easement Tract T; Tract U; Tract V; Landscaping for Tract Q; Landscape and Buffer Tract O; and Tracts A and S; all as shown on the Plat of "Siena Oaks, A P.U.D." recorded in the Public Records of Palm Beach County, Florida.

Section 5. "Declarant" shall mean and refer to The Engle Group, Inc., a Florida Corporation, its successors, assigns, and legal representatives.

Section 6. "Estate Home Units" shall mean and refer to the following platted Lots as set forth and shown in the Plat of "Siena Oaks, A P.U.D.", as recorded in the Public Records of Palm Beach County, Florida: Lots 205 through 299, inclusive; and in the event additional land is annexed to the Properties in accordance with the provisions of Article II hereof, additional lots may be so designated, as appropriate, by the Association in a Notice of Declaration recorded in the Public Records.

Section 7. "Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association, all as amended from time to time.

Section 8. "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, and agency of the United States Government, a mortgage banker, any other lender generally recognized as an institutional-type lender, or developer, holding a mortgage on a Unit.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Patio Home Units" shall mean and refer to the following platted Lots as set forth and shown in the Plat of "Siena Oaks, A P.U.D.", as recorded in the Public Records of Palm Beach County, Florida: Lots 1 through 204, inclusive; and in the event additional land is annexed to the Properties in accordance with the provisions of Article II hereof, additional lots may be so designated, as appropriate, by the Association in a Notice of Declaration recorded in the Public Records.

Section 11. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, sometimes referred to as SIENA OAKS or the "Community", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. "Public Records" shall mean the public records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

Section 13. "Rules and Regulations" shall mean and refer to those rules and regulations adopted and amended by the Board of Directors from time to time pursuant to the authority set forth in the Governing Documents regarding the use of the Common Areas and facilities and the Units, including, without limitation, architectural guidelines, which architectural guidelines shall be adopted and amended from time to time by the Board. Amendments to the architectural guidelines may be proposed by the Architectural Control Committee and shall be adopted if approved by the Board of Directors. The architectural guidelines adopted by the Association on or about September 1, 1992 shall be deemed part of the Rules and Regulations of the Association. The Rules and Regulations, including the architectural guidelines, are attached hereto as Exhibit "D".

Section 14. "Singular, Plural, Gender". Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 15. "Unit" shall mean and refer to either an Estate Home Unit or a Patio Home Unit, as hereinafter described in section 6 and 10 of this Article I.

ARTICLE II

ANNEXATION AND WITHDRAWAL

Section 1. Annexation by Members. Additional residential property and/or common area lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association and applicable governmental approvals. In such event, the Association shall record a Notice of Declaration annexing the additional property and designating it as Common Area, Estate Home Units or Patio Home Units, or any combination thereof, as applicable, provided that all portions of the annexed land are so classified and no portion of such land is designated in more than one category.

Section 2. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties. Assets of the Association pertaining to the Surface Water

Management System (under the jurisdiction of the South Florida Water Management District) shall be offered for dedication to the applicable governmental agency, and if refused, then dedicated to another not-for-profit Florida corporation formed for such purposes.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) Rules and Regulations adopted by the Association governing use and enjoyment of the Common Area.

(b) The right of the Association to grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties.

(c) The right of any easements of exclusive use pursuant to the provisions of Section 1.(d) of Article VII hereof.

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property. With such a delegation, the Owner shall relinquish his rights to use any recreation facilities, except as a guest, located within the Common Area during the term of the delegation or until the same is withdrawn. To be effective, the Owner must provide a copy of the written delegation to the Association, failing which the delegation shall be null and void.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. Voting. The Association shall have one class of voting membership; which members shall be all Owners, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit. In the event any Owner or Unit is more than ninety (90) days delinquent in the payment of any regular annual assessments to the Association, the Association may suspend the voting rights of such Owner or appurtenant to such Unit until the delinquency is paid in full.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. It is hereby covenanted, created and established and each Owner of a Unit, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this Article V:

(a) An annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes.

(b) Any special assessments for capital improvements to the Common Area,

emergencies, or non-recurring expenses of the Association.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes.

(f) A special assessment for cable television service in the event of a Bulk Service Agreement, in accordance with the terms and provisions of subparagraph (f) of Section 5 of this Article V.

Section 2. Manner of Sharing Assessments. Assessments determined by the Board of Directors of the Association, as herein set forth, shall be shared in the following manner:

(a) Annual assessments as determined under Section 1.(a) above, special assessments as determined under Section 1.(b) above and assessments for reserves under Section 1.(e) above shall be shared as follows:

(i) Each Estate Home Unit: .34902%.

(ii) Each Patio Home Unit: .32765%.

(The foregoing percentages have been rounded off so as to permit equal assessments to the applicable Unit types.)

(b) Fees and charges under Sections 1.(c) and 1.(d) above shall only be charged to an applicable Unit as the occasion shall rise, as therein set forth.

(c) Special assessments for cable service under Section 1.(f) above shall be shared in equal amounts by all Units.

Section 3. Creation of the Lien and Personal Obligation of Assessments. It is hereby covenanted and established and each Owner of any Unit by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the assessments, charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Unit, name of the Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees and personal representatives. Except as otherwise provided in Section 6 of this Article V, of this Declaration, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments, charges, interest, late fees, attorneys' fees and costs that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) Annual assessments against the Owners of all of the Units shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of

Directors shall direct which shall be monthly until otherwise directed. Annual assessments shall include an amount for "Reserves for Replacement" so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Areas.

(b) Special Assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Units for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

(d) The Association shall prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(e) The Association may, in its sole discretion, enter into a Bulk Service Agreement with a cable television operator for the provision of basic cable television service to be provided for all Units. In such event, the expenses for basic service shall be a portion of the monthly assessment to all Units, and paid by all Units as a special assessment for cable television service, and paid in equal amount by Owners of all Units. Such special assessment shall be due by all Unit Owners whether or not cable television service is used or desired by the Owners of any Unit.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment, or the installment of any assessment, is not paid within fifteen (15) days after the due date, a late fee of \$20.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

For Example: Owner A is Delinquent in Payment of this monthly assessment for two (2) months. The computation of late fees is as follows:

1st Month's late fees: \$20.00 for assessment #1.

2nd Month's late fees: \$20.00 for assessment #2 and another \$20.00 for assessment #1.

Total amount of late charges due after two months: \$60.00 (\$20.00 for month #1 and \$40.00 for month #2) (Note: This is not a change of the original document, but merely an illustration of its intent).

In addition to, and not in lieu of any other remedies available to the Association, if any installment of any annual or special assessment is not paid within ninety (90) days after the due date, the Association may accelerate the balance of such annual or special assessment such that it is all due and payable immediately, and such accelerated annual or special assessment shall be secured by the Association's lien, including all costs, expenses and attorneys' fees incident to

collecting the same. With respect to annual assessments, the balance for the remainder of the fiscal year of the Association may be accelerated.

In addition to the above, but not in lieu thereof, if any Owner or Unit is more than ninety (90) days delinquent in the payment of any regular annual assessments, or any installment thereof, the Board of Directors may suspend the voting rights of such Owner or the voting rights appurtenant to such Unit until the delinquency is paid in full.

Section 6. Subordination of the Lien to Mortgages. As hereinabove provided in Section 3, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Unit or to a mortgage by an Institutional Mortgagee on any Unit, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Unit being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Unit; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or deed in lieu of foreclosure by a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Unit or chargeable to the former owner of the Unit which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Units (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Area. The Association shall at all times maintain, repair and replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair.

Section 2. Grounds Keeping Services. Grounds Keeping Services, as hereinafter defined, shall be provided by the Association to all Units. For purposes hereof, Grounds Keeping Services shall consist of the maintenance of all landscaping, vegetation, grass, plants, trees and the like located upon each Unit; provided, however, that if any of the foregoing landscaping requires replacement, it shall be the responsibility of, and at the expense of, the Owner of the applicable Unit to make such replacement. Said Grounds Keeping Services shall be contracted by the Association. In the event that there is a fenced-in area upon a Unit, adequate access to this area shall be provided to enable the Association to perform this maintenance, but if none is so provided or if the access is locked or otherwise made inaccessible, then the Association shall not be responsible for providing any maintenance within this area, and the Owner thereof shall have such responsibility and shall not be entitled to claim any abatement of any portion of the Annual Assessment by the Association due to such situation. If the installation of fencing or additional landscaping by an owner increases the cost to the Association of performing this landscape maintenance, then the Board of Directors may cause such Owner to pay such increases as a Special Assessment. The maintenance, repair and replacement of sprinkler heads serving each Unit shall be a part of Grounds Keeping Services, and the cost thereof shall be a portion of the Annual Assessment. Maintenance, repair or replacement of any other portions or parts of a Unit's sprinkler system, shall be the responsibility of that Unit's Owner. If a Unit Owner fails or refuses to make required repairs or replacements of his sprinkler system, except as to the sprinkler heads, after reasonable notice from the Association to do so, the Association may enter upon said Unit and perform such required work to the sprinkler system; and the cost thereof, plus reasonable overhead costs of the Association, shall be a Special Assessment upon such Unit.

Section 3. Others. As deemed appropriate by the Board of Directors, the Association shall

maintain the vegetation, landscaping and sprinkler system upon areas which are not within the Properties but abut same or are owned by a utility or governmental authority, so as to enhance the appearance of the Properties, such as swale areas or median areas within the right of way of abutting public streets, roads and areas within drainage canal rights of ways or other abutting waterways provided that the Association obtains any required approval from the property owner and/or applicable governmental authority and further provided the Association's insurance covers any liability related to any activities of the Association upon such property.

PROVISO; This section applies only to maintenance and repair of the above described items and areas. Capital improvements, such as the addition of trees or shrubbery to non-Association property, must be approved by the Members.

Section 4. Post Lights. Notwithstanding anything in this Declaration to the contrary, the Association shall replace, as needed from time to time, the light bulbs and gas light wicks of the post lights located on any Unit and shall have an irrevocable easement right to enter any Unit at any reasonable time to perform same. In the event any light bulb or gas light wick needs to be replaced as a result of the intentional or negligent act of any Unit Owner or his lessee or any family member, guest, employee or invitee thereof, the Association may charge any cost incurred by the Association against such Unit Owner and his/her/their Unit, which charge shall be an assessment against the Unit collectible in the same manner as any other assessment levied by the Association under Article V of this Declaration.

ARTICLE VII

MAINTENANCE OBLIGATION OF UNIT OWNERS

Section 1. Owner's Responsibility.

(a) Each Unit Owner is responsible for the repair, maintenance and/or replacement at his expense of all portions of the dwelling, landscaping and other improvements constructed on his Unit excluding, however, Grounds Keeping Services as set forth in Section 2 of Article VI hereof. Accordingly, each Owner shall maintain at his expense the exterior and interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense all structural, electrical, mechanical and plumbing elements thereof. Owners are strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Directors and the Architectural Control Committee. Fences located on or along the rear property line shared in common by two (2) or more "Zero Lot Line" or "Z-Lot" Units, shall be known as "party fences" and shall be jointly maintained, repaired, or replaced by the Owners of such Units as follows:

(i) In the event of damage or destruction of the party fence from any cause whatsoever, other than the negligence or willful misconduct of a Unit Owner, the Unit Owners shall, at their joint expenses, repair and rebuild said fence and each Owner shall have the right to full use as herein contained of said fence repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the party fence, such expense shall be shared equally by the Owners of the adjoining Unit(s) or his/their successor in title. Whenever such fence or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed and shall be of the same size and of the same or similar materials and of like quality unless otherwise agreed by the Unit Owners and the Architectural Control Committee, subject to the provisions of this Declaration. Provided, however, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one (1) Unit Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a Unit Owner shall refuse to pay his share of such cost or all of such cost in the case of negligence or willful misconduct, the other Unit Owner or the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Unit of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus the amount

of damages, if any, together with a reasonable attorneys' fee incurred. Any Unit Owner making use of the party fence shall do so in such manner as to preserve all rights of the adjacent Unit Owner in the fence, and shall save the adjacent Owner harmless from all damage caused thereby to improvements then existing and shall indemnify and hold the adjacent Owner harmless from any claim or liability associated with such use of the party fence. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Unit(s) shall not be deemed a trespass as long as the repairs and reconstruction shall be done in an expedient and workmanlike manner, consent being hereby given to enter on the adjacent Unit to effect necessary repairs and reconstruction.

(ii) The Owner of any Unit sharing a party fence with the adjoining Unit(s) shall not possess the right to cut windows or other openings in the party fence, nor make any alterations, additions or structural changes in the party fence.

(iii) The Owner of any such Unit shall have the right to the full use of said party fence for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the Owner of an adjoining Unit or the Association, nor shall his enjoyment of said fence in any manner impair the value of said fence or adjacent Unit(s).

(iv) Each party fence constructed, located or to be constructed on the Units is to be and remain a party fence for the perpetual use and benefit of the respective Owners thereof, their heirs, assigns, successors and grantees, said Units shall be conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

All other fences located upon or primarily serving any Unit shall be maintained and repaired by the Owner of such Unit. For example, and without limitation, any fence attached to any Unit shall be maintained by the Owner of such Unit. If an Owner fails to maintain or repair any fence for which the Owner is responsible (jointly or severally), the Association may, after providing reasonable written notice, enter any Unit to perform such maintenance/repair and may levy an assessment against the Unit(s) for the costs incurred, which assessment shall be subject to collection and foreclosure in the same manner any other assessment levied by the Association pursuant to this Declaration and/or the Bylaws.

(b) The sprinkler system for each of the Units which abut Tract "N" - Water Management Tract (the Lake), as shown on the Plat of "Siena Oaks, A P.U.D." shall be extended so as to irrigate that portion of the Lake Bank which abuts each such Unit and such system shall be operated as directed by the Board of Directors of the Association. The Lake Bank is a portion of the common area of the Association and shall be maintained by the Association. The Association shall also maintain that portion of the sprinkler system which has been extended into such common area for irrigation of the Lake Bank.

(c) Declarant shall provide, at the time of construction of a dwelling on each Unit, a post light, which post lights shall provide street lighting for Siena Oaks. Each post light will be connected to a Unit Owner's dwelling, and each Unit Owner shall be responsible for the maintenance and replacement of said post light except for the replacement of the light bulbs and/or gas light wicks of such post lights which shall be performed by the Association. Said post lights shall be operated in accordance with the directions of the Board of Directors of the Association.

(d) Proviso: Due to the isolated configuration and location of certain Landscape Tracts of Common Area, it may be advantageous for the sprinkler system of a Unit to be extended so as to provide irrigation for landscaping of such a tract of Common Area. In consideration of a Unit's sprinkler system being so extended, an exclusive easement of use shall be granted to such Unit, as a covenant running with the land to permit the Owner of such Unit, and his successors and assigns, the exclusive use of such tract of Common Area. By acceptance of such easement of exclusive use, the Owner, for himself and for his successors and assigns, as a covenant running with the land, agrees to be obligated to permit his Unit's sprinkler system to operate thereon and, the Owner shall be responsible and obligated to maintain such tract and the sprinkler system thereon in the same manner as his Unit.

Section 2. Owner Liability. Should any Owner do any of the following:

- VII; or,
- (a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE
 - (b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,
 - (c) Undertake unauthorized improvements or modifications to his dwelling or to any other portion of his Unit or to the Common Area, as set forth herein.

The Association, after approval of two-thirds (2/3rds) vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees, to enter upon said Unit and cause the required repairs or maintenance to be performed, or as the case may be, removed unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Unit is subject.

ARTICLE VIII

EASEMENTS

Section 1. Easement for Encroachments. In the event that any dwelling or other improvement upon a Unit, as originally constructed by Declarant, shall encroach upon any other Unit or improvement thereon, or upon the Common Area, then an easement appurtenant to such Unit shall exist for so long as such encroachment shall naturally exist.

Section 2. "Zero Lot Line" Easement. There is hereby established a three-foot easement upon each Unit, which is located three (3) feet from and parallel to the boundary of each such Unit that is contiguous to the "Zero Lot Line" boundary of a contiguous Unit, for purpose of incidental encroachments of the structure, including an overhang and gutter, drainage, plumbing clean outs, air conditioning drains, maintenance, repair or replacement of the wall of the adjacent Unit, access for other lawful purposes and for the benefit of Florida Power and Light Company for the provision and maintenance of electrical service to the adjacent Unit. Such easement shall become effective upon the construction of a dwelling which abuts said "Zero Lot Line" boundary of such contiguous Unit.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each Unit, as originally constructed and provided by Declarant, be altered, changed, or modified unless prior to the commencement of any work thereof, two complete plans and specifications therefor, including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Unit with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by an Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit.

Section 2. Membership to Committee. The Architectural Control Committee shall consist of a minimum of three members, at least one (1) of whom shall be an Estate Home Unit Owner, appointed by the Board of Directors. The Board of Directors shall select such committee members and fill any vacancy by appointment for a term as determined by the Board. The members of the Architectural Control Committee shall serve at the pleasure of the Board of Directors and may be removed and replaced at any time by the Board of Directors, provided that at least one (1) member of the committee is an Estate Home Unit Owner, unless no Estate Home Unit Owner is willing to

serve on the Committee.

Section 3. Enforcement of Plans. Approval of plans, specifications and location of improvements by the Architectural Control Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Control Committee to the person submitting the same. The approval of the Architectural Control Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Control Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Control Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Control Committee.

Section 5. Deemed Approval. After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this ARTICLE IX unless notice to the contrary shall have been recorded in the Public Records, or legal proceedings shall have been instituted to enforce such compliance.

Section 6. Rules and Regulations. The Architectural Control Committee may, from time to time, propose rules and regulations, and/or amendments thereto concerning the nature, type or specifications of any improvements, structures or landscaping to be installed or constructed on any Unit as well as alterations to existing improvements, structures or landscaping located on any Unit, or otherwise affecting the exterior appearance of any Unit, which Rules and Regulations and amendments thereto must be approved by the Board of Directors to be effective, and if so approved, shall be recorded among the Public Records of Palm Beach County, as an amendment to Exhibit "D" of this Declaration. The rule or amendment to any such rule shall be effective upon such recordation and a copy shall be mailed or delivered to each Unit Owner.

ARTICLE X

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records.

ARTICLE XI

PROHIBITED USES

Section 1. Garbage and Trash. All garbage cans, trash containers, bicycles, recreation equipment (when not in use), and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pickup.

Section 2. Structures. No temporary or permanent utility or storage shed, building, tent, structure, or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Control Committee. All structures must meet city and county building code requirements and any approval of the Architectural Control Committee of any plans or specifications shall in no manner be deemed any type of representation that such plans or specifications comply with applicable code, statutory or regulatory requirements. The Unit Owner must provide the Association with copies of all applicable governmental approvals and/or permits.

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Section 3. Pets and Animals. Pets and animals shall be permitted, only as provided for in this Section.

A. Animal and pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, lizards, gerbils, turtles, guinea pigs and rabbits. The foregoing shall apply to animals/pets which visit the community.

B. All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Florida.

C. When outside of the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No cats or dogs shall be permitted to run at large outside of the Unit; this shall not prohibit a cat or dog from being maintained without a leash or other restraint within any enclosed privacy area of the Unit in which the dog or cat resides and/or is maintained.

D. The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal.

E. The owner/custodian of the animal or pet shall remove his or her animal or pet from the Community when such animal or pet emits excessive noise such that same may be heard outside of the unit.

F. The pet/animal owner and the Unit Owner of the Unit involved shall be strictly liable for damages caused to the Common Area by the pet/animal.

G. Any pet/animal owner's right to have a pet/animal reside in or visit the Community shall have such right revoked if the pet/animal shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.

H. No pets are allowed in the Recreation Area. The Recreation Area includes the parking lot between the pool and tennis courts and includes all property upon which is located any recreational facilities.

Section 4. Stables. No stable, livery stable, barn, or kennel shall be erected, constructed, permitted or maintained on any Unit.

Section 5. Pools. No swimming pool, jacuzzi or similar structure or appurtenant equipment shall be constructed, erected or maintained on any Unit, such that it is visible from any street, without prior approval of the Architectural Control Committee.

Section 6. Vehicles and Parking. The following restrictions apply irrespective of whether the Properties in question lie within areas owned by or dedicated to a governmental entity:

A. Prohibited Vehicles or Items. This Section A contains prohibited vehicles or items which are prohibited and shall not be entitled to park anywhere within the community. The prohibited vehicles and items, are as follows: trucks, including pickup trucks; vans; recreation vehicles; mobile homes; motor homes; campers; buses; all terrain vehicles; off-road vehicles; go carts; three-wheel motorized vehicles; commercial vehicles; limousines; mopeds; dirt bikes; and other such motor vehicles; and boats and trailers, unless such vehicles are parked/stored in the garage of the Unit with the garage door closed. Notwithstanding the foregoing or anything in this Section 6 to the contrary, the foregoing shall not apply to and shall expressly exclude "utility vehicles" as classified by the most current edition of the N.A.D.A. "Official Used Car Guide", or the vehicle manufacturer.

B. Exception to A. above. The following vehicles shall not be subject to the

parking restrictions contained in Section A above, and shall be entitled to park within the designated areas for parking in the Community, subject to the restrictions and provisions contained in Section C through J below:

(1) All vehicles mentioned in Section A next above if parked/stored in the garage of the unit with the garage door closed. Also, a moving van shall be permitted to park outside of the garage, but only for the purpose of loading and unloading and at no time shall same park as such during the hours of 9:00 p.m. to 7:00 a.m.

(2) Any pickup truck vehicle classified as having a one-half (1/2) ton carrying capacity or less. Exception: lifted pickup trucks or pickup trucks with oversized tires are not permitted regardless of weight class.

(3) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.

(4) Service and Delivery Vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.

(5) Vehicles for the handicapped bearing identification as such by an applicable governmental authority.

(6) Certain vans which are permitted, subject to that provided above, a two-axle van is defined below which does not exceed the manufacturers' standard length, height and width of the particular van in the customized converted condition; used for family or personal transportation and which is not a commercial vehicle as defined below; which contains at least (2) two rows of seating and windows on each side of the vehicle and adjacent to at least each of the first two (2) rows of seating; and which is or would be registered in the State of Florida as a passenger station wagon or equivalent shall be permitted to park on the Properties. The Association is permitted to make a presumption that the foregoing criteria are met, without the receipt of specific information or the vehicle registration, unless upon visual inspection of the vehicle, it is obvious that any of the criteria are not met, the Owner or custodian of the vehicle shall submit to the Association, reasonable information and documentation (including title and/or registration) concerning the vehicle upon request.

C. Classifications and Definitions.

(1) The most current edition of the N.A.D.A. Official Used Card Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck or van, or whether it is a passenger automobile. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans under Section 6.B.6 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 6.

(2) A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, such as: the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo.

(3) A "truck" shall mean any motor vehicle which is classified as a truck in accordance with Section 6(c)(1) above.

(4) A "van" shall mean any motor vehicle which is classified as a truck in accordance with Section 6(C)(1) above and which is recognized by the manufacturer to be a type of a van, and which has two (2) axles. Notwithstanding the foregoing to the contrary, a pick-up truck shall not be considered to be a van by the addition of a camper top or similar covering.

D. All motor vehicles must be maintained as to not create an eyesore in the community.

E. Parking restrictions may be made by the Board of Directors by Rule and Regulation. All vehicles that are not registered and/or operable must be stored in the garage of the Owner's Unit.

F. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas and/or streets. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.

G. The following restrictions also apply:

(1) No repair (including changing of oil) of a vehicle shall be made within the Community except for minor repairs necessary to permit removal of a vehicle, unless they are made in the garage of the Unit with the garage door closed. However, washing or waxing of a vehicle is permitted outside the garage.

(2) No motor vehicle which is of the type of vehicle which is unregistered shall be driven or operated on any of the Properties at any time for any reason.

(3) All personal vehicles which can be appropriately parked within a standard-sized parking stall may be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Properties or a Unit except on the surfaced, parking area thereof. No parking will be permitted on sidewalks at any time or on the streets between 2:00 A.M. and 6:00 A.M.

H. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Community, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each Owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event that the vehicle owner fails to pay such costs upon demand, the Association shall have the right to levy a charge for the costs against the Unit and Owner in question, that is, the Owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle (as such, the Unit Owner is liable for the vehicle violations of his/her family, lessees, guests, visitors, etc.); thereupon, the Charge shall be collected as is provided for in this Declaration.

I. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 6 by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Governing Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 6.

Section 7. Signs. No signs, shall be placed, erected or displayed on any Unit or the Common Area by any Unit Owner or resident, lessee, occupant, visitor, guest, invitee or licensee of any Unit or Unit Owner.

Section 8. No business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten, nursery school, sanitarium asylum or institution shall be erected, maintained, operated, carried on, permitted or conducted on the Properties. Also prohibited are garage sales, yard sales and the like. Proviso. Notwithstanding the foregoing to the contrary.

A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted.

B. The practice of leasing Units shall not be considered as a business activity under this Section 8.

c. The business of operating the Association shall not be considered as business activity under this Section 8.

Section 9. Maintenance. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in first class condition with well kept lawn and well maintained landscaping.

Section 10 Nuisance. No nuisance shall be allowed upon any Unit or any use or practice that is a source of annoyance to other Unit Owners or interferes with the peaceful possession and proper use of the Units by the residents thereof.

Section 11. Unlawful Uses. No improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 12. Antennas. No television or radio masts, towers, poles, antennas, satellite dishes, or aerials may be erected, constructed, or maintained, except as approved by the Architectural Control Committee subject to applicable federal, state and local laws and regulations governing the authority of the Architectural Control committee and/or the Association with respect to the approval of such devices or equipment.

Section 13. Occupancy of Units; Subdivision.

A. Occupancy. Each Unit shall be occupied by Owners and tenants and their family members, as a residence, as a single family dwelling, and for no other purpose.

B. Subdivision. No Unit may be subdivided into more than one Unit. Only entire Units may be sold, leased or otherwise transferred.

Section 14. Use. No person shall use the Unit or any parts, thereof, in any manner contrary to this Declaration.

Section 15. Clothes Line. No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a dwelling such that the same is visible from any street.

Section 16. Fences. No fence, or other improvement, shall be erected upon a Unit which is deemed by the Association to interfere with the common sprinkler system upon the Properties, or which interferes with the landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increase in any other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association.

Section 17. Wells. No individual water supply system shall be permitted on any Unit, except the installation required for the individual water supply for irrigation purposes of the landscaping upon a Unit; provided, however, that the following must be complied with by such Unit Owner:

(a) Any individual water supply must be installed, operated and maintained in such a manner as to prevent iron stains and/or discoloring of any exterior improvements upon the Unit, including but not limited to cement areas, the exterior finish of any dwelling or other building, structure or fencing or any vehicles.

(b) Such Owner shall be required to clean, repair or replace any and all

improvements which are discolored due to iron stains caused by such water supply system due to a direct or indirect result of the operation of such water supply system, within thirty days of notice by the Association.

Section 18. Boundary Line Wall. Units upon which a residential dwelling is constructed in such a manner that a structural wall of the dwelling abuts the boundary line of a Unit (the "Zero Lot Line Boundary"), then and in that event the Owner of such dwelling shall not possess the right to cut windows or other openings in such wall, such prohibition being for the purpose of enhancing the privacy of the Owner of the adjoining dwelling.

Section 19. Vehicle Maintenance. No vehicle repairs or maintenance shall be allowed on the Properties. The following exceptions apply:

- a. Washing and waxing is permitted on the Owner's driveway.
- b. Maintenance of the Owner's own personal vehicles is permitted in the garage providing the door is capable of fully closing.

Section 20. Sidewalks. Operation of motorized vehicles are not permitted on the sidewalks or passthru's/easements on the Properties. This excludes wheelchairs or other devices employed by the handicapped.

Section 21. Garage doors must be kept closed between the hours of 11:00 P.M. through 5:00 A.M. except when otherwise necessary for ingress or egress.

Section 22. Hurricane Storm Shutters. Hurricane storm shutters may be installed on any or all windows and doors of the properties immediately after a tropical storm or hurricane watch or warning has been issued by the National Weather Service. Said hurricane shutters shall be removed within five (5) days after the tropical storm or hurricane watch or warning has been lifted by the National Weather Service unless a new watch or warning has been issued.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. 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 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time, and from time to time by one of the following methods:

- (a) By a majority vote of Owners present at a duly called meeting of the members at which a quorum is present in person or by proxy as evidenced by a certification thereof by the Secretary of the Association and recorded in the Public Records; or
- (b) By the execution and recordation in the Public Records of an instrument executed by Owners who are entitled to vote a majority of all of the votes of the Association.

No amendment shall alter the subordination provisions of this Declaration without the prior

approval of any mortgagee enjoying such protection. No amendment shall affect the Surface Water Management System unless prior written approval is obtained from the South Florida Water Management District.

The Association may, in its sole discretion, restate this Declaration, in whole or part, after amendment(s) have been passed and recorded in the Public Records. Notwithstanding anything herein to the contrary, the Rules and Regulations attached to this Declaration as Exhibit "D" may be amended from time to time by the Board of Directors, without the consent or approval of the members of the Association, and such amendments shall be effective upon recordation among the Public Records of Palm Beach County.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Permits, Licenses and Easements. The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Properties, as so determined by the Board of Directors of the Association.

Section 6. Leasing of Units. In the event an Owner leases his Unit, such lease shall contain a covenant that the Lessee acknowledges that the Unit is subject to this Declaration of Restrictions and is familiar with the provisions hereof, and the uses and restrictions contained herein, and agrees to abide by all such provisions. In the event a lease of a Unit does not contain language to the effect of the foregoing, then the Association may declare the lease void and take such further action as the Association deems applicable, including a "removal action" against the tenant and the Unit Owner. All costs and expenses of the foregoing shall be the cost and expense of such Unit Owner. The Owner shall be liable and fully responsible for all acts of his Lessee and responsible for the compliance of the Lessee of all provisions of this Declaration.

A. Other Leasing Restrictions. The following additional leasing restrictions shall apply:

(1) Frequency of Leasing. No lease shall be made more often than two (2) times in any twelve (12) month period. The minimum lease period is four (4) months. For purposes of calculation hereunder, a Lease shall be considered as made on the first day of the Lease term. Any change in occupancy under a lease shall constitute a new lease for purposes of calculating hereunder.

(2) No Subleasing. Subleasing of Units is absolutely prohibited.

(3) No Room Renting. Only entire Units may be rented; the renting of rooms is absolutely prohibited.

B. Every Lease executed as of the Effective Date of this Declaration, shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

(1) That the lease and all occupants shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended from time to time. Lessor shall have the responsibility of providing Documents and Rules to tenant.

(2) That the parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and reasonable Rules and regulations, as amended from time to time.

C. The Association must be notified in writing (sent to the management company) and provided a copy of the lease prior to the start of the lease period. No renting is permitted without a written lease. Failure of this, the Association may declare the lease void and

take further action as the Association deems applicable, including a "removal action" against the tenant and the Unit Owner. All costs and expenses of the foregoing shall be the cost and expense of such Unit Owner.

D. Removal proceedings. In addition to any other rights or remedies set forth in this Section 6 or elsewhere in the Governing Documents or Rules and Regulations of the Association, should an Owner or lessee fail or refuse to comply with the provisions of this Section 6, then the Association may declare the lease void and take further action as the Association deems applicable and appropriate, including a "removal action" against the Owner and lessee pursuant to Chapter 83, Florida Statutes. The Association shall be the agent and attorney in fact of Owner in any removal or eviction action for any violation of the Governing Documents by the lessee or the Owner. All costs and expenses of the foregoing incurred by the Association shall be the joint and several responsibility of the Owner and lessee.

Section 7. Cooperation by Owners. Upon request from the Board of Directors, Owners shall be required to provide to the Board the following information:

- (a) Names of all residents in their respective units;
- (b) Main telephone number;
- (c) Number of cars and license numbers of the same.

ARTICLE XIII

INFORMATION TO LENDERS AND UNIT OWNERS

Section 1. Records Available. The Association shall make available to Unit Owners and to holders, insurers, or guarantors of any first mortgage on any Unit, current copies of this Declaration of Restrictions, the Articles of Incorporation or Bylaws of the Association, other rules concerning these Properties and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Financial Statement. Any holder of a first mortgage upon a Unit shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Notices. Upon written request to the Association by a holder, insurer, or guarantor of any first mortgage of a Unit (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the Unit number and address thereof, the Lender will be entitled to timely written notice of:

- (a) Any condemnation, loss or casualty loss which affects a material portion of the Properties, or any Unit on which there is a first mortgage held by the Lender;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 4. Conflicts. As determined by the Association, there may be incorporated as part of this Declaration, and, where applicable, the Articles and Bylaws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Unit eligible for

purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or Bylaws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA. Should FNMA, FHLMC, GNMA, VA or FHA require an amendment to this Declaration, the Articles or Bylaws, then such amendment may be made and filed by the Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner.

ARTICLE XIV

INSURANCE

Section 1. Units. The Association has no responsibility to purchase or maintain any fire or hazard insurance with respect to the dwellings or other improvements upon Units; the Owners thereof shall be solely responsible therefore.

Section 2. Common Areas. The Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) and any common personal property and supplies. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in the amount equal to one hundred percent (100%) of current replacement cost of the Common Area, exclusive of land, foundation, excavation and other items normally excluded from coverage. The policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement".

Section 3. Flood Insurance. If the Properties are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon a policy of flood insurance on Common Areas and any buildings or other common property covered by the required form of policy (herein "Insurable Property"), in an amount deemed appropriate, but not less than the following:

The lesser of (i) the maximum coverage available under NFIP for all buildings and other Insurable Property within any portion of the Common Area located within a designated flood hazard area; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other Insurable Property.

Section 4. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all the Common Area. The coverage shall be at least for One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association.

Section 5. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon

best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

- (a) Fidelity bonds shall name the Association as an obligee.
- (b) The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;
- (c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by the management agent, or its officers, employees and agents), shall be paid by the Owner's Association as a common expense;
- (d) The bond shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

Section 6. Purchase of Insurance. All insurance purchased pursuant to this Article XIV shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 7. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 8. Owners' Responsibility. Each Owner may obtain insurance, at his own expense, affording coverage upon his own personal property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right of contribution.

Section 9. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each owner of a Mortgage upon a Unit and for each Owner of any other interest in a Unit or the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 10. Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, of those required by any Institutional Mortgagee involved.

Section 11. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to all other improvements shall be uniform against all Owners.

Section 12. Authority of Association. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

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**ARTICLES OF INCORPORATION
OF
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is SIENA OAKS HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association", and its principal place of business is 100 Siena Oaks Circle West, Palm Beach Gardens, FL 33410.

ARTICLE II

The street address of the Registered Office of the Association is 100 Siena Oaks Circle, Palm Beach Gardens, Florida 33410. The Board of Directors will designate the Registered Agent.

ARTICLE III

All definitions in the Declaration of Restrictions to which these Articles are attached as Exhibit "B" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV

PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Units and Common Area, and improvements thereon, within that certain real property (and any additions thereto) described in the "Declaration of Restrictions" to which these Articles of Incorporation are attached as Exhibit "B", as recorded in the Public records, (hereinafter referred to as the "Declaration"), and to promote the health, safety and welfare of the members of the Association and provide recreational facilities for the members.

ARTICLE V

POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration or Bylaws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

EXHIBIT "B"

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3rds) of the entire membership of the Association obtained at a duly called meeting of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3rds) of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Unit;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of the entire membership of the Association obtained at a duly called meeting of the Association, except as otherwise provided in ARTICLE II of the Declaration;

(g) To promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(h) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise;

(i) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided the Owners including but not limited to garbage pick-up and other utilities and master antenna or cable television and/or radio system and the servicing and monitoring of the medical/fire/burglary system in each residence.

ARTICLE VI

MEMBERSHIP

Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

ARTICLE VII

VOTING RIGHTS

The Association shall have one (1) class of voting membership:

Membership: Members shall be all Owners, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of five (5) persons who shall be members of the Association and who shall be elected or appointed pursuant to the provisions of the Bylaws.

ARTICLE IX

DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties. In the event of such dissolution of the Association, assets of the Association pertaining to the Surface Water Management System (under the jurisdiction of the South Florida Water Management District) shall be offered for dedication to the applicable governmental agency, and if refused, then dedicated to another not-for-profit Florida corporation formed for such purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail addressed to the member at his address as it appears on the membership books.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same may be approved by a majority vote of Owners present at a duly called meeting of the members at which a quorum is present in person or by proxy.

4. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments to be adopted.
- (c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

5. The Association may, in its sole discretion, restate the Articles of Incorporation, in whole or part, after amendment(s) have been passed and recorded in the Public Records.

ARTICLE XII

OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are kept on file at the Association's principal place of business.

ARTICLE XIII

BYLAWS

The original Bylaws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the Bylaws of the Association may be amended, altered or rescinded at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE XV

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer

or Director is present at, or participates in, meetings of the Board of Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction.

#141152

BYLAWS OF
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is SIENA OAKS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 100 Siena Oaks Circle, Palm Beach Gardens, Florida 33410, but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions of words as defined in the Declaration of Restrictions to which these Bylaws are attached as Exhibit "C" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held at least once each calendar year on a date during the month of May and at a time to be determined by the Board of Directors.

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-tenth (1/10) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) to each member entitled to vote thereat, 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, thirty percent (30%) of the votes of the Association 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 present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. 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 Unit.

EXHIBIT "C"

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The Board shall consist of five (5) members.

Section 2. Term of Office. The first election of Directors shall be held when Class B membership ceases, as provided in ARTICLE VIII of the Articles of Incorporation, at a meeting of the members called for that purpose. The term of office of Directors shall be as so stated in the Articles of Incorporation.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, upon a majority vote of the Owners which elected that Director, in accordance with the provisions of Article V hereof. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor, provided, however that such successor selected by the Board shall be an Owner of the same type of Unit which elected said preceding Director.

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.

Section 5. 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 the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. At least sixty (60) days prior to each annual members' meeting, the Board of Directors shall notify the membership of the number of seats open for election, which notice shall also inform the members that any member seeking election shall submit his/her intention to be a candidate for Director, in writing, together with an information sheet and/or resume, which forms shall be submitted to the Board no later than forty (40) days prior to the meeting. The information sheet/resume shall not be required, but may be submitted at the option of the candidate. The submission of said notice of intent to be a candidate shall constitute the nomination of the member submitting the same. No further nominations shall be received or accepted within the forty (40) day period prior to the election. No later than thirty (30) days prior the election, the Board shall notify the membership of the names of the nominees, together with a copy of each nominee's information sheet and/or resume. During the time between thirty (30) days prior to the election and ten (10) days prior the election, the Board shall schedule at least one meeting for those members who wish (a quorum is not required) to meet with, hear from and question the nominees. In addition to the foregoing, nominations shall also be accepted from the floor at the annual meeting, or any other meeting at which an election of a Director or Directors is conducted. Any member at such meeting may nominate himself or herself, and no nominations need be seconded.

Section 2. Election. At each annual members' meeting, Owners of Patio Home Units shall be entitled to elect up to three (3) members to the Board of Directors, to be selected from Patio Home Nominees, and Owners of Estate Home Units shall be entitled to elect up to two (2) members to the Board of Directors, to be selected from Estate Home Nominees, as provided in Section 3 of this Article. All elections shall be by secret written ballot, unless unanimously

waived by all Owners of the same Unit type who are present at such meeting. At such election, the members may cast, in respect to each vacancy which they are entitled to fill, one (1) vote for each Unit owned. Cumulative voting is not permitted. Directors elected by Patio Home Owners shall be known as Patio Home Directors, and Directors elected by Estate Home Owners shall be known as Estate Home Directors. Directors shall be permanent residents at Siena Oaks which is defined as being in residence at Siena Oaks at least nine months in each calendar year. An election shall be held if the total number of nominations from the floor taken together with the nominations established prior to the annual meeting exceed the number of vacancies on the Board with respect to the Patio Home Directors or the Estate Home Directors. Should there be an insufficient number of nominations to fill any vacancy on the Board, then the remaining Board members after the meeting shall be authorized to fill the vacancy(ies) in the same manner as if such vacancy was created by the death, resignation or removal of such Director.

Section 3. Term of Office. The Directors elected by the members shall have terms of one (1) year. The term of office of each Director shall terminate upon the election or appointment of such Director's successor pursuant to these Bylaws. Notwithstanding anything herein or in the Articles of Incorporation to the contrary, any director may be reelected.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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.

Section 4. Notice. Notices of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of the meeting, except in an emergency and except as otherwise provided by law from time to time. Notice of meetings of the Architectural Control Committee and any Committee making final decisions regarding the expenditure of Association funds must be provided in the same manner as meetings of the Board of Directors, and such meetings must be open to the members of the Association, unless otherwise provided by law.

Section 5. Minutes. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Adopt and publish rules and regulations governing the use of the Units and the Common Areas and facilities, and the personal conduct of the members and their guests therein and thereon, and to establish penalties and/or fines for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in excess of ninety (90) days in the payment of any assessment levied by the Association.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) 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) regular meetings of the Board of Directors in a twelve (12) month period.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate specific duties and functions of the Association and/or its officers; and

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

(a) 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;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to fix the amount of the annual assessment against each Unit and send notice thereof to every Owner at least thirty (30) days in advance of each annual assessment period;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain such insurance as deemed necessary by the Board of Directors;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Perform all other duties and responsibilities as provided in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a secretary, a treasurer, an assistant treasurer, 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 first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this 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 officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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 appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer 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 members and 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 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 appropriate bank accounts 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; 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.

ASSISTANT TREASURER

(e) The Assistant Treasurer shall act in the place and stead of the Treasurer 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/her by the Board.

ARTICLE IX

COMMITTEES

The Board of Directors shall fill any vacancies on the Architectural Control Committee for a term as the Board determines, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The official records of the Association as defined under Section 617.303, Florida Statutes as renumbered or amended from time to time, shall at all times, during reasonable business hours, be subject to inspection by any member, as provided under applicable Florida law. The Declaration, the Articles of Incorporation and the Bylaws, and any other document or information deemed part of the "official records" of the Association under applicable Florida law, shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

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 assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late fee of \$20.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is late, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

ARTICLE XII

CORPORATE SEAL

If required by law, the Association shall have a seal in circular form having within its circumference the words: SIENA OAKS HOMEOWNERS ASSOCIATION, INC., a Corporation Not For Profit.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, altered or rescinded at a regular or special meeting of the members, by a majority vote of owners present at a duly called meeting of the members at which a quorum of members 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.

Section 3. The Association may, in its sole discretion, restate this Bylaws, in whole or part, after amendment(s) have been passed and recorded in the Public Records.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV

FINES

Section 1. In the event of a violation (other than the non-payment of an assessment) by a Unit Owner of any of the provisions of the Declaration, the Articles or these Bylaws, or the Rules and Regulations adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Unit Owner or its lessees, in the manner provided herein, and such fines shall be collectible as any other assessment, so that the Association shall have a lien against each Unit for the purpose of enforcing and collecting such fines, as provided in the Declaration.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations of the Association, governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests and lessees are being or have been violated and the amount of the fine or penalty, if any, not to exceed Fifty Dollars (\$50.00) per day per violation, or such lesser maximum amounts established by law from time to time. The recommendation of the Covenants Enforcement Committee for a fine or penalty may provide that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed the maximum amount allowed hereunder or by law, whichever is less, for which only a single notice and opportunity for a hearing was required. A recommendation by the Covenants Enforcement Committee of a fine or penalty may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or penalized and an opportunity for a hearing before the Covenants Enforcement Committee which request for a hearing must be made within said fourteen (14) day period and if timely requested, the date and time of the hearing shall be established by the Committee. The notice to the person alleged to be in violation, and to the Owner of the Unit which that person occupies or is or was visiting, if that person is not the Owner, shall identify the nature of the alleged violation. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues may be deemed a separate offense or violation subject to a separate fine but that only a single notice and opportunity for a hearing need be given. If the Covenants Enforcement Committee by majority vote does not approve a proposed fine or penalty, it may not be imposed. The recommendation of the Covenants Enforcement Committee shall be forthwith forwarded to the Board of Directors for its action. Upon receipt of the recommendation of the Covenants Enforcement Committee, the Board of Directors may levy a fine and/or penalty for each violation in an amount not to exceed the recommendation of the Covenants Enforcement Committee. The composition of the membership of the Covenants Enforcement Committee must comply with the requirements of Chapter 617, Florida Statutes, as amended from time to time.

(b) If a hearing is timely requested, the Covenants Enforcement Committee shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the Unit Owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) If no hearing is timely requested, then the Board of Directors shall consider the recommendation of the Covenants Enforcement Committee and act upon same as provided in Section 1(a) above.

(d) A fine pursuant to this section shall be assessed against the Unit which the violator occupied at the time of the violation, whether or not the violator is an Owner of that Unit, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Any fines which are not paid when due, as determined by the Board, shall be delinquent. If the fine is not paid within thirty (30) days after the due date, a late fee of Fifteen (\$15.00) Dollars, beginning from the due date, may be levied by the Board of Directors for each month the fine remains unpaid. The person obligated to pay the fine shall also be charged interest at the highest rate permitted by law and costs and reasonable attorney's fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such fine. Nothing herein shall be construed to interfere with any right that a Unit Owner may have to obtain from a violator occupying his Unit payment in the amount of any fine or fines assessed against that Unit.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Declaration, Articles of Incorporation, these Bylaws and Rules and Regulations, including but not limited to legal action for damages or injunctive relief.

#141222

Dec-04-2000 03:44pm 00-462806
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This instrument was prepared by:
Peter C. Mollengarden, Esquire
Becker & Poliakoff, P.A.
500 Australian Avenue South, 9th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS FOR
SIENA OAKS AND THE BYLAWS FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Restrictions for Siena Oaks has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 6607 at Page 395; and

WHEREAS, the Bylaws for Siena Oaks Homeowners Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, held on May 2, 2000, the aforementioned Declaration of Restrictions and Bylaws were amended pursuant to the provisions of said Declaration and Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration and Bylaws is a true and correct copy of the amendments as amended by the membership:

(See Attached hereto)

WITNESS my signature hereto this 29 day of November, 2000, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

Melanie McManus
Witness

By: Richard B. Belladino
President

MELANIE MCMANUS
(PRINT NAME)

Barbara Shea
Witness

Attest: Phyllis J. Beall
Secretary

BARBARA SHEA
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 29 day of November, 2000, by Richard B. Belladino and Phyllis Beall, as President and Secretary respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Lorraine H. Forte (Signature)

(Print Name)



Notary Public, State of Florida at Large

AMENDMENTS
TO THE DECLARATION OF RESTRICTIONS FOR
SIENA OAKS

(Additions shown by "underlining",
deletions shown by "strikeout")

1. Proposed amendment to Article VI, Section 4 as follows:

Section 4. Others. As deemed appropriate by the Board of Directors, the Association shall maintain the vegetation, landscaping and sprinkler system upon areas which are not within the Properties but abut same or are owned by a utility or governmental authority, so as to enhance the appearance of the Properties, such as swale areas or median areas within the right of way of abutting public streets, roads and areas within drainage canal rights of ways or other abutting waterways provided that the Association obtains any required approval from the property owner and/or applicable governmental authority and further provided the Association's insurance covers any liability related to any activities of the Association upon such property.

PROVISO: This section applies only to maintenance and repair of the above described items and areas. Capital improvements, such as the addition of trees or shrubbery to non-Association property, must be approved by the Members.

2. Proposed amendment to Article IX, Section 1 of the Declaration as follows:

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each unit, as originally constructed and provided by Declarant, be altered, changed, ~~repaired~~ or modified unless prior to the commencement of any work thereof, two complete plans and specifications therefor, including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Unit with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by an Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit.

- 3. Proposed amendment to Article XII, Section 20 of the Declaration as follows:

~~Section 20. Not Applicable to Declarant. The above restrictions set forth in this ARTICLE III shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the Properties.~~

- 4. Proposed amendment to Article XII adding a new Section 24 as follows:

Section 24. Hurricane Storm Shutters. Hurricane storm shutters may be installed on any or all windows and doors of the properties immediately after a tropical storm or hurricane watch or warning has been issued by the National Weather Service. Said hurricane shutters shall be removed within five (5) days after the tropical storm or hurricane watch or warning has been lifted by the National Weather Service unless a new watch or warning has been issued.

AMENDMENTS
TO THE BYLAWS FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

(Additions shown by "underlining",
deletions shown by "strikeout")

- 1. Proposed amendment to Article VIII, Section 1 of the Bylaws as follows:

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a secretary, ~~and a treasurer,~~ an assistant treasurer, and such other officers as the Board may from time to time by resolution create.

- 2. Proposed amendment to Article VIII, Section 8 of the Bylaws as follows:

(e) The Assistant Treasurer shall act in the place and stead of the Treasurer 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/her by the Board.

This instrument was prepared by:
Peter C. Mollengarden, Esquire
Becker & Poliakoff, P.A.
500 Australian Avenue South, 9th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
ARCHITECTURAL GUIDELINES AND RULES FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Restrictions** for **Siena Oaks** has been duly recorded in the Public Records of **Palm Beach County**, Florida, in Official Record Book **6607** at Page **395**; and

WHEREAS, the Architectural Guidelines and Rules for Siena Oaks Homeowners Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, held on _____, **2000**, the aforementioned **Architectural Guidelines and Rules** were amended pursuant to the provisions of said Architectural Guidelines and Rules.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Architectural Guidelines and Rules is a true and correct copy of the amendments as amended by the Board of Directors:

(See Attached hereto)

WITNESS my signature hereto this 21 day of April, 2000, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

Billie Christensen
Witness

By: Richard B. Beladino
President

Billie Christensen
(PRINT NAME)

Billie Christensen
Witness

Attest: Phyllis J. Beall
Secretary

Billie Christensen
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 21 day of April, 2000, by Richard B. Beladino and Phyllis J. Beall, as President and Secretary, respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, ~~or have~~ produced _____ as identification and did take an oath.

Cheryl Ann Troup (Signature)

CHERYL ANN TROUP (Print Name)

 Cheryl Ann Troup
My Commission CC840542
Expires July 6, 2003

Notary Public, State of Florida at Large

**EXHIBIT "D" TO THE DECLARATION
OF RESTRICTIONS FOR SIENA OAKS**

(Additions shown by "underlining",
deletions shown by "strikeout")

SIENA OAKS HOMEOWNERS ASSOCIATION, INC. ARCHITECTURAL
GUIDELINES AND RULES
EFFECTIVE SEPTEMBER 1, 1992

AMENDED _____, 2000

~~Article IX of the Declaration of Restrictions for Siena Oaks Homeowners Association provided that no building, out building, garage, fence, wall, retaining wall, or other structures of any kind, shall be erected, constructed, placed or maintained on the exteriors of any home or Lot, nor shall the exteriors of any home or any Improvements on the home or Lot as originally constructed and provided by the Developer, be altered, changed or modified unless approved in writing in advance by the Architectural Committee. The reference to "exteriors" includes any area which is screened in and which is exposed to the elements.~~

~~The Architectural Committee and The bBoard of Directors have adopted the enclosed Guidelines which shall form the basis of the Architectural Control Committee's (ACC) decisions when homeowners seek to add to, alter or improve the exteriors of the homes and the Lots, including landscaping, in "Siena Oaks Homeowners Association". The Architectural Control Committee shall either accept or deny the requested alteration or improvement of the homeowner.~~

~~An application for Architectural Committee approval is also enclosed. These Guidelines have been reviewed and approved for legal sufficiency by our attorney, Jay Steven Levine, Esquire and have been reviewed and approved as reasonable by Donaldson E. Hearing, an architect with GBS&H Architects retained by the Association.~~

~~The Board recognizes that some homeowners and residents might be reluctant to seek Architectural Committee approval when making an alteration or improvement to their property. However, it is imperative required that all homeowners and residents shall comply with the application process and seek Architectural Control Committee approval before commencing any exterior alteration or improvement. Approval from the Committee must be sought event if an intended alteration or improvement falls within these published Guidelines, for, it is a violation of the Declaration for anyone to by-pass the approval process.~~

~~The Association does have the power to levy a fine under Article VII, Section 1(a) of the By-Laws and does have the power to file a lawsuit and recover legal fees against the homeowner for non-compliance, pursuant to Article XIII, Section 12 of the Declaration. The Association will resort to these remedies if necessary to ensure compliance. Only with your cooperation can the Association ensure an architecturally harmonious community.~~

~~SIENA OAKS HOMEOWNERS' ASSOCIATION, INC.~~

~~ARCHITECTURAL CONTROL BACKGROUND INFORMATION~~

~~Each family's home is an important expression of one's personal choices, values, and tastes. These choices are expressed in varied and diverse aesthetic forms and each house can become something very personal. As houses are built in close proximity to one another in a community such as ours, it becomes necessary to consider the aesthetics of the entire community and the interrelationship of all the elements.~~

~~In Siena Oaks, the developer had set the tone and framework for a beautiful community. Streets were carefully laid out, trees planted, fences and walls, landscaping, signs and lighting have all been put in place to establish a desirable street scape. It was intended for each house to compliment the whole and yet strike an essential balance between individual tastes and the development of a harmonious and beautiful community environment.~~

~~Visually consistent villages were a natural phenomenon of the past and those which remain intact are still valued for livability. In those days each locality had its own indigenous building materials. Whether wood, stone, or brick, each had developed appropriate ways of building with these materials. Over centuries, craftsmen and artisans, built in the style of their region and refined their works as they built. Towns grew slowly in small cohesive increments.~~

~~If today's residential communities and, in fact, whole cities lack the scenic harmony and delight of older places, it is because virtually all of the disciplines of building in the past have been lost as we have grown rapidly and changed development techniques.~~

~~With today's communications, we can envision house styles from every corner of the world and every historic period. Our materials and technology permit us to build freely, to copy anything or create afresh. But, in the process the discipline of artisan builders has all but disappeared and the range of choices available to untrained eyes has opened the way to scenic chaos.~~

~~The developer of Siena Oaks and we as homeowners wanted to be assured that the homes would have a compatible setting. In order to accomplish this desire consistency of buildings today, it is necessary to have a formal process for review and approving changes or additions. A process that not only considers the house as a free standing unit, but also as part of a street, a section and a neighborhood. To this end, an Architectural Control Committee had been established as part of the Homeowners' Association. The Architectural Control Committee performs architectural plan review and approval of all proposed alterations, changes or modifications to any structure, dwelling or unit in Siena Oaks. The Architectural Guidelines and Rules for the Siena Oaks Homeowners' Association, Inc. are as follows:~~

~~All homeowners and tenants are subject to the Declaration of Restrictions for "Siena Oaks Homeowners' Association", as recorded in Official Records Book 6607, Page 395 of the Public Records of Palm Beach County, Florida.~~

~~I. DEFINITIONS~~

- ~~1.1 "COMMITTEE" means the Architectural Control Committee.~~
- ~~1.2 "SIENA OAKS HOMEOWNERS ASSOCIATION" means all lots Units (also referred to as "Lots" in the Declaration), Common Area and other property under the Declaration for Siena Oaks which comprise the entire community.~~
- ~~1.3 "ESTATES" means the Estate Homes.~~
- ~~1.4 "ZERO LOTS" "PATIO HOMES" shall mean the zero lot line homes situated within Siena Oaks Homeowners Association.~~

~~II. PAINTING OF EXTERIORS OF THE UNITS~~

~~2.1 ZERO LOTS PATIO HOMES~~

- ~~A. No deviation from the original color scheme is permitted unless a deviation is approved by the COMMITTEE, for the entire community.~~

- B. All trim must be white or the same color as the exterior color of the home or a different tone or shade of the same color as the exterior color of the home as approved by the COMMITTEE in its discretion.
- C. No two homes next to each other (that are side by side) shall be of the same or substantially similar exterior color as determined by the COMMITTEE.

2.2 ESTATES

- A. Prohibited exterior colors, including trim, are primary colors (provided the Committee may, in its discretion, approve certain shades or tones of primary colors) and black. Soft pastels and earth tones are encouraged.
- B. No two homes next to each other (that are side by side) may have a sharp contrast with each other nor shall be of the same or substantially similar exterior color. The Committee may, in its discretion, determine whether the colors of adjacent homes violate the provisions of this paragraph.
- C. All trim must be white or the same color as the exterior color of the home or a different tone or shade of the exterior color of the home as approved by the COMMITTEE in its discretion.

2.3 DIFFERENT APPROVED COLORS FOR ESTATES AND PATIO HOMES

The Committee may, in its discretion, establish or approve different exterior colors for the Estates and Patio Homes, and the approval of any color(s) for one type of home shall not be deemed the approval of such color(s) for the other type of homes.

III. FENCES

3.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

- A. Only two types of fences are permitted: (to be applied to both Estate and Patio homes)
 - (1) Wood Fences; Shadow-wood (shadow box) type made of natural cedar wood (not painted). Wood fences shall be a height of six (6) feet (not less or more).
 - (2) Metal Fences: All metal fences shall be of aluminum materials, white in color, open metal picket style, with a maximum of six inch slat separation as prevalent in "Siena Oaks Homeowners Association". The COMMITTEE may approve slat separations of less than six inches if there exists safety concerns for small children. Metal fences shall be a height of four (4) feet.
- B. No fence shall be located in the front portion of any Lot. No fence shall be higher than six feet and no fence shall be located closer than protrude 10 feet (measured going toward the rear Lot line) from the front of the leading edge of the dwelling or house slab located on such lot.
- C. Only fences of the metal type under 3.1.A.2 above shall be allowed along any lake. All such fences must be constructed on the lake maintenance easement line located farthest from the lakeshore. Fences along the lake or canal:

(1) Only fences of the metal type under 3.1.A.2 above shall be allowed along any lake or canal. All such fences must be constructed on the lake or canal maintenance easement line located farthest from the lakeshore or canal, but not within such easement area.

D. As to any home which is adjacent to a lake or canal: No wood fence in a rear yard shall be permitted except for such approved fences installed along the side Lot lines, but in no event extending beyond the maintenance easement line located farthest from the lake or canal. ~~extend beyond a distance which is two-thirds of the difference between the rear of the home (excluding any screened-in area) and the beginning of the lake maintenance easement.~~

E. When a fence is replaced, it shall be replaced with the same type as originally built by the original developer and in its original location, or as approved by the COMMITTEE.

3.2 ZERO LOTS

A. ~~E.~~ Metal (Aluminum) fences, in addition to the criteria referred to in 3.1.A.2 above, all aluminum fences shall be of white finish and four feet in height (not less or more), of the same height of those existing in the Zero lot homes.

3.2 ESTATES

A. ~~Fences along the lake: The fence must be constructed on the lake maintenance easement line located farthest away from the lake shore, must be of white finish, and must be of the same height as all other fences along the particular lake. Metal (Aluminum) fences which are not situated along the lake must be of color which matches the window frames of the home.~~

B. ~~If a metal (aluminum) fence is constructed on the Lot lines of more than one home, then the color of the fence must match the window frames of either home involved.~~

IV. DRIVEWAYS

4.1 ~~ZERO LOTS. PATIO HOMES.~~ No deviation from the original color and style is permitted, except a terra-cotta color drive is permitted when the roof of the home is terra cotta. An owner may apply a clear sealant to a driveway if desired. If the original color of the driveway is in question, the homeowner shall contact the management or Board of Siena Oaks Homeowners Association for the correct color of the driveway.

4.2 ESTATES. Deviations in style shall be permitted with COMMITTEE approval in its discretion. Deviations from color shall be permitted provided that the color blends harmoniously with the home as determined by the COMMITTEE in its discretion. Color change must be approved by the COMMITTEE in its discretion.

V. MAILBOXES AND STANTONS STANCHIONS

5.1 "SIENA OAKS HOMEOWNERS ASSOCIATION". Deviations shall be permitted only if the deviation is made in the entire community, and only if all of the mailboxes and stanchions are uniform in the community.

VI. LIGHTING FIXTURES

- 6.1 "SIENA OAKS HOMEOWNERS ASSOCIATION". Any light fixture may be replaced with the same or substantially similar fixture ~~without the need to obtain~~ with the approval from the COMMITTEE. Any change of an exterior light fixture shall also require the prior approval of the COMMITTEE, which may be granted or denied at the COMMITTEE's discretion. Notwithstanding the foregoing, no change or alteration shall be made to the post light or street lamp located on any lot or unit unless the change and alteration is made in the entire Siena Oaks Homeowners Association as approved by the Committee or the Board of Directors. ~~Any deviation shall not be permitted unless the deviation is made in the entire community, and provided that all of the fixtures are uniform in the community, and the style of the fixtures is consistent with the general scheme of "SIENA OAKS HOMEOWNERS ASSOCIATION".~~

VII. SCREEN ENCLOSURES

- 7.1 ~~ZERO LOTS.~~ PATIO HOMES. All screen enclosures shall meet the following standards:
- A. The frame must be of white color.
 - B. The screen must be charcoal in color.
 - C. The roof must be of mansard style.
 - D. No screen enclosure shall be permitted on the side of the home. The only screen enclosure permitted in the front of the home shall be the screening-in of the portico.
 - E. Any screened enclosure along a lake or canal must have 100 percent foundation plantings on the exterior of and along the enclosure which shall be a minimum height of twelve (12) inches above the foundation and spaced such that the plantings form a dense appearance along the entire perimeter of the enclosure (not including in front of any door of the enclosure).
 - F. Type of plants allowed for screening are: Cocoplum (Chrysobalanus icaco), Viburnum (Viburnum suspensum), Dwarf Schefflera, Nora Grant Ixora (Nora Grant), Hibiscus, Surinam Cherry, Liriopie, or as approved by the COMMITTEE.
- 7.2 ~~ESTATES.~~ All screen enclosures shall meet the following standards:
- A. The frame must be of white color.
 - B. The screen must be charcoal in color.
 - C. The roof must be of either mansard, hip or gabled style.
 - D. Any screened enclosure along a lake or canal, must have 100 percent foundation plantings on the exterior of and along the enclosure which shall be a minimum height of twelve (12) inches above the foundation and spaced such that the plantings form a dense appearance along the entire perimeter of the enclosure (not including in front of any door of the enclosure).
 - E. All screened enclosures shall be located on the rear of the home, except for the following: As to a corner Lot, an enclosure may be constructed on the side of the home, provided that the screened enclosure does not protrude beyond the front frontal of the leading edge of the dwelling or house slab.

- E. Type of plants allowed for screening are: Cocoplum (Chrysobalanus icaco), Viburnum (Viburnum suspensum), Dwarf Schefflera, Nora Grant Ixora (Nora Grant), Hibiscus, Surinam Cherry, Liriope, or as approved by the COMMITTEE.

VIII. LANDSCAPING

8.1 "SIENA OAKS HOMEOWNERS ASSOCIATION:

A. The replacement of landscaping with the same plant species (for instance, sod with sod or bush or tree with same bush or tree) does not require the approval of the COMMITTEE. However, any replacement of landscaping with different plant species or the addition of landscaping which did not exist before requires the prior approval of the COMMITTEE. Notwithstanding the foregoing, no tree with a trunk measuring four inches (4") or more in diameter may be removed unless replaced with a tree having a trunk of at least four inches (4") or more in diameter, provided, however, that this shall not preclude the removal of a diseased or dying tree, or a tree which is a threat to any home or structure. No tree shall be "hatracked" or trimmed in violation of applicable codes and ordinances. Removal of all or a substantial amount of plants (as determined by the COMMITTEE in its discretion) from in front of the home and replacing it with sod or some other type of ground cover is not permitted. Annuals and perennials are permitted without approval of the COMMITTEE.

B. The following types of trees plants are prohibited, as provided in the Palm Beach Gardens Code, Section 98-71, revised:

- | | | | |
|------|-------------------------------|------------------------|-------|
| (1) | Ficus Acacia surculiformis | Earleaf acacia | Tree |
| (2) | Melaleuca Albixia Lebbeck | Woman's tongue | Tree |
| (3) | Banyan Ardisia solonacea | Shoebutton ardisia | Shrub |
| (4) | Eucalyptus Bischofia javanica | Bischofia; bishop-wood | Tree |
| (5) | Casuarian spp. | Australian pine | Tree |
| (6) | Colubrian asiatica | Leather leaf | Vine |
| (7) | Cupaniopsis anacardioides | Carrotwood | Tree |
| (8) | Dioscorea bulbifera | Air potato | Vine |
| (9) | Ficus Altissima | Lofty fig | Tree |
| (10) | Ficus bengalensis | Banyan | Tree |
| (11) | Hibiscus tiliaceus | Mahoe | Tree |
| (12) | Jasminum dichotomum | Jasmine | Shrub |
| (13) | Lygodium microphyllum | Small-leaf climbing | Fern |
| (14) | Melaleuca quinquenervia | Melaleuca; cajeput | Tree |
| (15) | Mimosa pigra | Cat's claw | Shrub |
| (16) | Rhodomyrtus tomentosus | Downy rose myrtle | Shrub |
| (17) | Sapium sebiferum | Chinese tallow tree | Tree |
| (18) | Schimum terebinthifolius | Brazilian pepper tree | Tree |
| (19) | Syzugium cuminii | Java plum | Tree |
| (20) | Thespesia populnea | Cork tree | Tree |

- C. Copy of contract with pool contractor, including Certificate of Insurance of said Contractor. Such insurance must meet the minimum requirements established by the Board of Directors from time to time concerning types and amounts of coverage.
- D. Certified Survey showing the location of the pool and pool equipment on the property.
- E. Stamped copy of City building Permit (including inspector's name).
- F. Landscape plans, showing the type and location of the plants that will be used to screen the pool equipment from view and the location of such equipment.
- G. Permit must be posted in the front of the home during the time of construction.
- H. Temporary fencing on side of house must be provided during construction.
- I. Size, depth and location of pool must conform to the plans approved by the COMMITTEE and permitted by the City of Palm Beach Gardens (PBG). No deviations are permitted without the approval of the COMMITTEE and the City of PBG.
- J. Lot Owners shall obtain a bond of not less than \$10,000.00 protecting the Association from damage to any Association property and the Lot Owner shall execute an agreement provided by the Board of Directors indemnifying and holding the Association and its officers, directors and members harmless from any injury, damage, claim, expense or loss related to the installation of the pool.

XVIII. SIGNAGE

18.1 ~~"SIENA OAKS HOMEOWNERS ASSOCIATION"~~

- ~~A. Except for "for sale" and "for rent" signs permitted by Article XII, Section 7 of the Declaration or any other sign allowed by Rules and Regulations or the Association, no sign shall be permitted except as follows:~~
 - ~~(1) Only one (1), 18" x 18", "for sale" or "for rent" sign is permitted and it shall be installed in the front yard of the property.~~

XVIII. SATELLITE DISH

18.1 A satellite dish is permitted provided that it conforms to the following conditions and is approved by the COMMITTEE.

- A. Can be no larger than one (1) meter in diameter.
- B. Must be located on the home in an inconspicuous location, such that the satellite dish is not visible when the home is viewed from the street or from across any lake or canal as determined by the COMMITTEE. When the dish cannot be located in an inconspicuous location in order to receive an acceptable signal, the COMMITTEE will require landscaping or screening to cover or mask the dish.

XIX. ROOFING STYLE/MATERIAL

19.1 No deviations in color or style of roofing from that originally installed by the Developer shall be permitted.

~~XIX. XX.~~ GENERAL

~~19.4~~ 20.1 Regardless of whether any alteration or improvement to the exteriors of the homes and Lots is specifically referred to in these Guidelines, in every instance the alteration or improvement requires the prior written approval from the COMMITTEE.

169514_1

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Poliakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(WC-112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS FOR
SIENA OAKS**

WHEREAS, the Declaration of Restrictions for Siena Oaks has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 6607 at Page 395; and

WHEREAS, at a duly called and noticed meeting of the membership of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, held on May 5, 1998, the aforementioned Declaration of Restrictions was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration is a true and correct copy of the amendments as amended by the membership:

**AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS FOR
SIENA OAKS**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

1. The following **Article VI, Section 3**, shall be **STRUCK IN ITS ENTIRETY**.

~~Section 3. Right of Entry by Association. Whenever it is necessary to enter a Unit for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of a dwelling or improvements upon the Unit, the Owner thereof shall permit an authorized agent of the Association to enter such dwellings, or go upon the Unit, provided that such entry shall be made only at reasonable times. In the case of emergency such as fire or hurricane, entry may be made at anytime. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.~~

Section 3. Others. ...

2. The following **Article IX, Section 6**, shall be **STRUCK IN ITS ENTIRETY**.

~~Section 6. Right of Entry. Any agent or member of the Architectural Control Committee may at any reasonable time, upon three (3) days written notice, enter and inspect any building or property subject to the jurisdiction of the Architectural Control Committee under construction or on or in which the agent or member may reasonably believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.~~

WITNESS my signature hereto this 29th day of OCTOBER, 1998, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS
ASSOCIATION, INC.

Jeff Gilmore

Witness

JEFF GILMORE

(PRINT NAME)

Diane Lombardino

Witness

DIANE LOMBARDINO

(PRINT NAME)

By Richard B Beladino
President

Attest: Phyllis J Beall
Secretary

STATE OF FLORIDA :

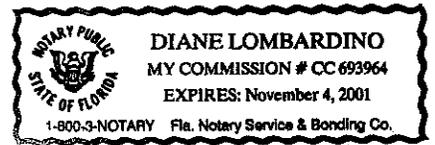
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 29th day of OCTOBER 1998, by RICHARD B. BELADINO and PHYLLIS J. BEALL, as PRESIDENT and SECRETARY, respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Diane Lombardino (Signature)

DIANE LOMBARDINO (Print Name)

Notary Public, State of Florida at Large



#126902

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Poliakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C 112)

JAN-21-1998 2:30pm 98-021355
ORB 10190 Pg 1676

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS FOR
SIENA OAKS
AND THE ARTICLES OF INCORPORATION AND
BYLAWS FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Restrictions for Siena Oaks has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 6607 at Page 395; and

WHEREAS, the Articles of Incorporation and Bylaws for Siena Oaks Homeowners Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Siena Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, held on December 4, 1997, the aforementioned Declaration of Restrictions, Articles of Incorporation and Bylaws were amended pursuant to the provisions of said Declaration, Articles and Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration, Articles and Bylaws, is a true and correct copy of the amendments as amended by the membership:

"SEE ATTACHED HERETO"

WITNESS my signature hereto this 14th day of JANUARY, 1998, at Palm Beach Gardens, Palm Beach County, Florida.

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

By: Richard B. Beladino
RICHARD B. BELADINO President

Daniel C. Methe
Witness
DANIEL C. METHE
(PRINT NAME)

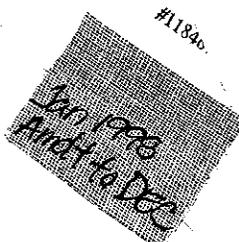
Jeffrey A. Gilmore
Witness
JEFFREY A. GILMORE
(PRINT NAME)

Attest: Phyllis J. Beall
PHYLLIS J. BEALL Secretary

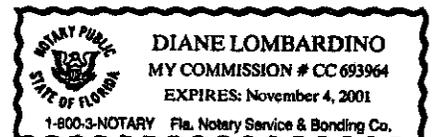
STATE OF FLORIDA :

COUNTY OF PALM BEACH :

going instrument was acknowledged before me this 14th day of JANUARY 1998,
B. BELADINO and PHYLLIS J. BEALL, as PRESIDENT and _____
respectively, of Siena Oaks Homeowners Association, Inc., a Florida not-for-
on, on behalf of the corporation. They are personally known to me, or have
_____ as identification and did take an oath.



Diane Lombardino (Signature)
DIANE LOMBARDINO (Print Name)
Notary Public, State of Florida at Large



SCHEDULE OF AMENDMENTS
TO

DECLARATION OF RESTRICTIONS

for
SIENA OAKS

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

- 1. Index of the Declaration of Restrictions is amended to read as follows (Alphabetize Index, Added Governing Documents and Rules and Regulations definitions. See Index for present text.)

ARTICLE I	PAGE
DEFINITIONS	4

Section 1.	"Articles".....	4
Section 2.	"Association".....	4
Section 3.	"Bylaws".....	4
Section 4.	"Common Area".....	4
Section 5.	"Declarant".....	5
Section 6.	"Estate Home Units".....	5
<u>Section 7.</u>	<u>"Governing Documents".....</u>	<u>5</u>
Section 8.	"Institutional Mortgage".....	5
Section 9.	"Owner".....	5
Section 10.	"Patio Home Units".....	5
Section 11.	"Properties".....	5
Section 12.	"Public Records".....	5
Section 13.	"Rules and Regulations".....	5
Section 14.	"Unit".....	5
Section 15.	"Singular, Plural, Gender".....	5

- 2. Article I of the Declaration of Restrictions is amended to read as follows (Alphabetize, Substantial rewording. See Article 1, for present text.)

Section 1. "Articles" shall mean and refer to the Articles of Incorporation for the Association filed with the Florida Secretary of State, in the form attached hereto as EXHIBIT "B", as amended from time to time.

Section 2. "Association" shall mean and refer to SIENA OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 3. "Bylaws" shall mean and refer to the Bylaws for the Association, in the form attached hereto as EXHIBIT "C", as amended from time to time.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners. The Common Area shall consist of all portions of the Properties which are not Units, nor dedicated to a governmental entity or the public, and shall specifically include Private Road Tracts S-1, S-2, S-3, S-4, S-5, S-6, S-8, S-9, S-10, S-11, S-12 and S-13; Drainage Easements; Landscape Tracts B, C, D, E, F, G, H, I, J, K, L, and M; Recreation Area Tract P; Lake Access Easement Tract T; Tract U; Tract V; Landscaping for Tract Q; Landscape and Buffer Tract O; and Tracts A and S; all as shown on the Plat of "Siena Oaks, A P.U.D." recorded in the Public Records of Palm Beach County, Florida.

Section 5. "Declarant" shall mean and refer to The Engle Group, Inc., a Florida Corporation, its successors, assigns, and legal representatives.

Section 6. "Estate Home Units" shall mean and refer to the following platted Lots as set forth and shown in the Plat of "Siena Oaks, A P.U.D.", as recorded in the Public Records of Palm Beach County, Florida: Lots 205 through 299, inclusive; and in the event additional land is annexed to the Properties in accordance with the provisions of Article II hereof, additional lots may be so designated, as appropriate, by the ~~Declarant~~ Association in a Notice of Declaration recorded in the Public Records.

Section 7. "Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association, all as amended from time to time.

Section 8. "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, and agency of the United States Government, a mortgage banker, any other lender generally recognized as an institutional-type lender, or developer, holding a mortgage on a Unit.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Patio Home Units" shall mean and refer to the following platted Lots as set forth and shown in the Plat of "Siena Oaks, A P.U.D.", as recorded in the Public Records of Palm Beach County, Florida: Lots 1 through 204, inclusive; and in the event additional land is annexed to the Properties in accordance with the provisions of Article II hereof, additional lots may be so designated, as appropriate, by the ~~Declarant~~ Association in a Notice of Declaration recorded in the Public Records.

Section 11. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, sometimes referred to as SIENA OAKS or the "Community", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. "Public Records" shall mean the public records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

Section 13. "Rules and Regulations" shall mean and refer to those rules and regulations adopted and amended by the Board of Directors from time to time pursuant to the authority set forth in the Governing Documents regarding the use of the Common Areas and facilities and the Units, including, without limitation, architectural guidelines, which architectural guidelines shall be adopted and amended from time to time by the Board. Amendments to the architectural guidelines may be proposed by the Architectural Control Committee and shall be adopted if approved by the Board of Directors. The architectural guidelines adopted by the Association on or about September 1, 1992 shall be deemed part of the Rules and Regulations of the Association. The Rules and Regulations, including the architectural guidelines, are attached hereto as Exhibit "D".

Section 14. "Singular, Plural, Gender". Whenever the context so permits, the use of the singular shall include the

plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 15. "Unit" shall mean and refer to either an Estate Home Unit or a Patio Home Unit, as hereinafter described in section 6 and 7 10 of this Article I.

3. Section 1, Article II of the Declaration of Restrictions is deleted in its entirety.

~~Section 1. Annexation of Declarant. Until such time as Class B Membership to the Association has ceased pursuant to the provisions of ARTICLE IV hereof, additional residential property and/or Common Area may be annexed to the Properties with the consent and approval of Declarant. Except for applicable governmental approvals, no consent from any other party, including Class A members, or any mortgagees of any Units shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by Declarant in the Public Records. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Properties.~~

4. Section 2, Article II of the Declaration of Restrictions is amended to read as follows:

Section 2. Annexation by Members. At such time as Class B Membership has ceased pursuant to the provisions of ARTICLE IV hereof, additional lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association and applicable governmental approvals. Additional residential property and/or common area lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association and applicable governmental approvals. In such event, the Association shall record a Notice of Declaration annexing the additional property and designating it as Common Area, Estate Home Units or Patio Home Units, or any combination thereof, as applicable, provided that all portions of the annexed land are so classified and no portion of such land is designated in more than one category.

5. Section 3, Article II of the Declaration of Restrictions is deleted in its entirety:

~~Section 3. Withdrawal. For a period of five years from the date of recordation of this Declaration, the Declarant shall be entitled to withdraw any portion of the Properties which are described in Exhibit A affixed hereto (or any additions thereto which may be annexed in accordance with the provisions of Section 1 of this Article II) from the provisions and applicability of this Declaration and the Articles and Bylaws attached hereto, by recording a notice thereof in the Public Records; provided, however, that this right of Declarant to withdraw shall not apply to any portions of the Properties which have been conveyed to a Purchaser thereof unless said right is specifically reserved in such conveyance. The withdrawal of any portion of the Properties~~

~~as hereinabove stated shall not require the consent or joinder of any other party, including any Owner, the Association, or any Mortgagee of the Properties, provided applicable governmental approvals are obtained.~~

6. Section 2, Article III of the Declaration of Restrictions is amended to read as follows:

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property. With such a delegation, the Owner shall relinquish his rights to use any recreation facilities, except as a guest, located within the Common Area during the term of the delegation or until the same is withdrawn. To be effective, the Owner must provide a copy of the written delegation to the Association, failing which the delegation shall be null and void.

7. Section 2, Class A and Class B, Article IV of the Declaration of Restrictions is amended to read as follows:

Section 2. Voting. The Association shall have ~~two classes of voting membership: one class of voting membership; which members shall be all Owners, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit. In the event any Owner or Unit is more than ninety (90) days delinquent in the payment of any regular annual assessments to the Association, the Association may suspend the voting rights of such Owner or appurtenant to such Unit until the delinquency is paid in full.~~

~~Class A. Class A members shall be all Owners, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.~~

~~Class B. The Class B members shall be the Declarant and shall be entitled to three hundred (300) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:~~

~~(a) Four (4) months after 75% of the Units that will be ultimately operated by the Association have been conveyed to Unit purchasers; or,~~

~~(b) Five years following conveyance of the first Unit in the Properties to a Unit purchaser; or,~~

~~(c) Such earlier date as Declarant may determine.~~

8. Section 1, Article V of the Declaration of Restrictions is amended to read as follows:

Section 1. Payment of Assessments. ~~The Declarant hereby covenants, creates and establishes, and It is hereby covenanted, created and established and~~ each Owner of a Unit, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this Article V:

9. Section 3, Article V of the Declaration of Restrictions is

amended to read as follows:

Section 3. Creation of the Lien and Personal Obligation of Assessments. ~~The Declarant; for each Unit owned within the Properties hereby covenants, It is hereby covenanted and established~~ and each Owner of any Unit by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the assessments, charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Unit, name of the Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees and personal representatives. Except as otherwise provided in Section 7 of this Article V, of this Declaration, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments, charges, interest, late fees, attorneys' fees and costs that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

10. Section 4, Article V of the Declaration of Restrictions is deleted in its entirety.

~~Section 4. Commencement of First Assessment. Assessments provided herein shall first commence as to each Unit on the day of the conveyance of title of each Unit by Declarant (unless otherwise specifically set forth by Declarant in such conveyance to the contrary). The annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date.~~

11. Section 5, paragraph (e), Article V of the Declaration of Restrictions is deleted in its entirety.

~~(e) Declarant shall establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected by the Declarant from each Unit Purchaser at the time of conveyance of each Unit to such Purchaser in an amount equal to two months of the annual assessment for each Unit. Each Unit's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Unit and for the use and benefit of the Association. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund are not to be considered as advance payment of regular assessments. In the event that during the startup of the Association, the Association does not have adequate working capital to meet its expenses, the Declarant may, but is not obligated, to advance funds on behalf of the Association, and to be reimbursed by the Association from such Working Capital Fund.~~

12. Section 6, Article V of the Declaration of Restrictions is amended to read as follows:

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment, or the installment of any assessment, is not paid within thirty (30)

fifteen (15) days after the due date, a late fee of \$25.00 \$20.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

For Example: Owner A is Delinquent in Payment of this monthly assessment for two (2) months. The computation of late fees is as follows:

1st Month's late fees: \$20.00 for assessment #1.
2nd Month's late fees: \$20.00 for assessment #2 and another \$20.00 for assessment #1.
Total amount of late charges due after two months: \$60.00 (\$20.00 for month #1 and \$40.00 for month #2)
(Note: This is not a change of the original document, but merely an illustration of its intent).

In addition to, and not in lieu of any other remedies available to the Association, if any installment of any annual or special assessment is not paid within ninety (90) days after the due date, the Association may accelerate the balance of such annual or special assessment such that it is all due and payable immediately, and such accelerated annual or special assessment shall be secured by the Association's lien, including all costs, expenses and attorneys' fees incident to collecting the same. With respect to annual assessments, the balance for the remainder of the fiscal year of the Association may be accelerated.

In addition to the above, but not in lieu thereof, if any Owner or Unit is more than ninety (90) days delinquent in the payment of any regular annual assessments, or any installment thereof, the Board of Directors may suspend the voting rights of such Owner or the voting rights appurtenant to such Unit until the delinquency is paid in full.

13. Section 4, Article VI, of the Declaration of Restrictions is amended to read as follows:

Section 4. Others. ~~Upon request of the Declarant, and~~ ~~as~~ deemed appropriate by the Board of Directors, the Association shall maintain the vegetation, landscaping and sprinkler system upon areas which are not within the Properties but abut same or are owned by a utility or governmental authority, so as to enhance the appearance of the Properties, such as swale areas or median areas within the right of way of abutting public streets, roads and areas within drainage canal rights of ways or other abutting waterways provided that the Association obtains any required approval from the property owner and/or applicable governmental authority and further provided the Association's insurance covers any liability related to any activities of the Association upon such property.

14. Article VI of the Declaration of Restrictions is amended by adding a new Section 5 as follows:

Section 5. Post Lights. Notwithstanding anything in this Declaration to the contrary, the Association shall replace, as needed from time to time, the light bulbs and gas light wicks of the post lights located on any Unit and shall

have an irrevocable easement right to enter any Unit at any reasonable time to perform same. In the event any light bulb or gas light wick needs to be replaced as a result of the intentional or negligent act of any Unit Owner or his lessee or any family member, guest, employee or invitee thereof, the Association may charge any cost incurred by the Association against such Unit Owner and his/her/their Unit, which charge shall be an assessment against the Unit collectible in the same manner as any other assessment levied by the Association under Article V of this Declaration.

15. Section 1, paragraph (a), Article VII, of the Declaration of Restrictions is amended to read as follows:

(a) Each Unit Owner is responsible for the repair, maintenance and/or replacement at his expense of all portions of the dwelling, landscaping and other improvements constructed on his Unit excluding, however, Grounds Keeping Services as set forth in Section 2 of Article VI hereof. Accordingly, each Owner shall maintain at his expense the exterior and interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense all structural, electrical, mechanical and plumbing elements thereof. Owners are strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Directors and the Architectural Control Committee. Fences located on or along the rear property line shared in common by two (2) or more "Zero Lot Line" or "Z-Lot" Units, shall be known as "party fences" and shall be jointly maintained, repaired, or replaced by the Owners of such Units as follows:

(i) In the event of damage or destruction of the party fence from any cause whatsoever, other than the negligence or willful misconduct of a Unit Owner, the Unit Owners shall, at their joint expenses, repair and rebuild said fence and each Owner shall have the right to full use as herein contained of said fence repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the party fence, such expense shall be shared equally by the Owners of the adjoining Unit(s) or his/their successor in title. Whenever such fence or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed and shall be of the same size and of the same or similar materials and of like quality unless otherwise agreed by the Unit Owners and the Architectural Control Committee, subject to the provisions of this Declaration. Provided, however, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one (1) Unit Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a Unit Owner shall refuse to pay his share of such cost or all of such cost in the case of negligence or willful misconduct, the other Unit Owner or the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Unit of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus the amount of damages, if any, together with a reasonable attorneys' fee incurred. Any Unit Owner making use of the party fence shall do so in such manner as to preserve all rights of the adjacent Unit Owner in the fence, and shall save the adjacent Owner harmless from all damage caused thereby to improvements then existing and shall indemnify and hold the adjacent Owner harmless from any claim or liability associated with such use of the party fence. In the event repairs or reconstruction shall be

necessary, all necessary entries on the adjacent Unit(s) shall not be deemed a trespass as long as the repairs and reconstruction shall be done in an expedient and workmanlike manner, consent being hereby given to enter on the adjacent Unit to effect necessary repairs and reconstruction.

(ii) The Owner of any Unit sharing a party fence with the adjoining Unit(s) shall not possess the right to cut windows or other openings in the party fence, nor make any alterations, additions or structural changes in the party fence.

(iii) The Owner of any such Unit shall have the right to the full use of said party fence for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the Owner of an adjoining Unit or the Association, nor shall his enjoyment of said fence in any manner impair the value of said fence or adjacent Unit(s).

(iv) Each party fence constructed, located or to be constructed on the Units is to be and remain a party fence for the perpetual use and benefit of the respective Owners thereof, their heirs, assigns, successors and grantees, said Units shall be conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

All other fences located upon or primarily serving any Unit shall be maintained and repaired by the Owner of such Unit. For example, and without limitation, any fence attached to any Unit shall be maintained by the Owner of such Unit. If an Owner fails to maintain or repair any fence for which the Owner is responsible (jointly or severally), the Association may, after providing reasonable written notice, enter any Unit to perform such maintenance/repair and may levy an assessment against the Unit(s) for the costs incurred, which assessment shall be subject to collection and foreclosure in the same manner any other assessment levied by the Association pursuant to this Declaration and/or the Bylaws.

16. Article VII, Section 1(c) of the Declaration of Restrictions is amended as follows:

(c) Declarant shall provide, at the time of construction of a dwelling on each Unit, a post light, which post lights shall provide street lighting for Siena Oaks. Each post light will be connected to a Unit Owner's dwelling, and each Unit Owner shall be responsible for the maintenance and replacement of said post light except for the replacement of the light bulbs and/or gas light wicks of such post lights which shall be performed by the Association. Said post lights shall be operated in accordance with the directions of the Board of Directors of the Association.

17. Section 2, Article IX, of the Declaration of Restrictions is amended to read as follows:

Section 2. Membership to Committee. The Architectural Committee shall, until their successors are appointed, consist of the following:

John Kraynick
Lawrence Shaw
Jeffrey Lothian

Until such time as Declarant's Class B membership expires as provided in Article IV hereof, in the event of the resignation, failure, refusal or inability of any member to act, Declarant shall have the right to appoint a person to

~~fill such vacancy, and in the event Declarant fails to fill such vacancy within thirty (30) days of such occurrence, and upon the expiration of said Class B membership, the Board of Directors shall select and fill any such vacancy by appointment for a term as determined by the Board.~~

The Architectural Control Committee shall consist of a minimum of three members, at least one (1) of whom shall be an Estate Home Unit Owner, appointed by the Board of Directors. The Board of Directors shall select such committee members and fill any vacancy by appointment for a term as determined by the Board. The members of the Architectural Control Committee shall serve at the pleasure of the Board of Directors and may be removed and replaced at any time by the Board of Directors, provided that at least one (1) member of the committee is an Estate Home Unit Owner, unless no Estate Home Unit Owner is willing to serve on the Committee.

18. Section 3. Article IX, of the Declaration of Restrictions is amended to read as follows:

Section 3. Enforcement of Plans. Approval of plans, specifications and location of improvements by the Architectural Control Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Control Committee to the person submitting the same. The approval of the Architectural Control Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Control Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

19. Section 4, Article IX, of the Declaration of Restrictions is amended to read as follows:

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Control Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Control Committee.

20. Section 6, Article IX, of the Declaration of Restrictions is amended to read as follows:

Section 6. Right of Entry. Any agent or member of the Architectural Control Committee may at any reasonable time, upon three (3) days written notice, enter and inspect any building or property subject to the jurisdiction of the Architectural Control Committee under construction or on or in which the agent or member may reasonably believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

21. Section 7, Article IX, of the Declaration of Restrictions is amended in its entirety, as follows:

Section 7. Rules and Regulations. The Architectural Control Committee may, from time to time, propose rules and regulations, and/or amendments thereto concerning the nature, type or specifications of any improvements, structures or landscaping to be installed or constructed on any Unit as well as alterations to existing improvements, structures or landscaping located on any Unit, or otherwise affecting the

exterior appearance of any Unit, which Rules and Regulations and amendments thereto must be approved by the Board of Directors to be effective, and if so approved, shall be recorded among the Public Records of Palm Beach County, as an amendment to Exhibit "D" of this Declaration. The rule or amendment to any such rule shall be effective upon such recordation and a copy shall be mailed or delivered to each Unit Owner. Declarant Exempt. The Declarant, Units owned by Declarant and improvements made by Declarant shall be exempt from the application of this ARTICLE IX and Declarant therefore is not obligated to comply with the provisions hereof.

22. Article X of the Declaration of Restrictions is deleted in its entirety:

ARTICLE X

~~RIGHTS OF DECLARANT~~

~~Section 1. Sales Office. For so long as the Declarant owns any property affected by this Declaration the Declarant shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Declarant, including but not limited to, the right to maintain model dwellings, have signs on any portion of the properties, employees in the offices, use the Common Area and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.~~

~~Section 2. Easements. For a period of fifteen (15) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, easements for ingress and egress, for drainage, utilities service, cable TV and/or CATV service and other similar purposes over, upon and across the Properties so long as any said easements do not run under any dwellings on the Units nor interfere with the intended uses of any portion of the Properties.~~

23. Section 1, Article XII of the Declaration of Restrictions is amended to read as follows:

Section 1. Garbage and Trash. All garbage cans, trash containers, bicycles, recreation equipment (when not in use), and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pickup.

24. Section 2. Article XII, of the Declaration of Restrictions is amended to read as follows:

Section 2. Temporary Structures. No temporary or permanent utility or storage shed, building, tent, structure, or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Control Committee. All structures must meet city and county building code requirements and any approval of the Architectural Control Committee of any plans or specifications shall in no manner be deemed any type of representation that such plans or specifications comply with applicable code, statutory or regulatory requirements. The Unit Owner must provide the Association with copies of all applicable governmental approvals and/or permits.

25. Section 3, paragraph H, Article XII, of the Declaration of Restrictions is amended to read as follows:

H. No pets are allowed in the Recreation Area. The Recreation Area includes the parking lot between the pool and tennis courts and includes all property upon which is located any recreational facilities.

26. Section 5, Article XII, of the Declaration of Restrictions is amended to read as follows:

Section 5. Pools. No swimming pool, jacuzzi or similar structure or appurtenant equipment shall be constructed, erected or maintained on any Unit, such that it is visible from any street, without prior approval of the Architectural Control Committee.

27. Section 6, paragraph A, Article XII, of the Declaration of Restrictions is amended to read as follows:

A. Prohibited Vehicles or Items. This Section A contains prohibited vehicles or items which are prohibited and shall not be entitled to park anywhere within the community. ~~However, if a vehicle or item is listed in Section B right below, then it is allowed no matter what is stated in this Section A.~~ The prohibited vehicles and items, ~~subject to Section B below,~~ are as follows: trucks, including pickup trucks; vans; recreation vehicles; mobile homes; motor homes; campers; buses; all terrain vehicles; off-road vehicles; go carts; three-wheel motorized vehicles; commercial vehicles; limousines; mopeds; dirt bikes; and other such motor vehicles; and boats and trailers, unless such vehicles are parked/stored in the garage of the Unit with the garage door closed. Notwithstanding the foregoing or anything in this Section 6 to the contrary, the foregoing shall not apply to and shall expressly exclude "utility vehicles" as classified by the most current edition of the N.A.D.A. "Official Used Car Guide", or the vehicle manufacturer.

28. Section 6, paragraph B, sub-paragraph (1), Article XII, of the Declaration of Restrictions is amended to read as follows:

(1) All vehicles mentioned in Section A next above if parked/stored in the garage of the unit with the garage door closed. Also, a moving van shall be permitted to park outside of the garage, but only for the purpose of loading and unloading and at no time shall same park as such during the hours of 9:00 p.m. to ~~6:00 a.m.~~ 7:00 a.m.

29. Section 6, paragraph B, sub-paragraph (2), Article XII, of the Declaration of Restrictions is amended to read as follows:

(2) Any pickup truck vehicle classified as having a one-half (1/2) ton carrying capacity or less. Exception: lifted pickup trucks or pickup trucks with oversized tires are not permitted regardless of weight class.

30. Section 6, paragraph B, sub-paragraph (6), Article XII, of the Declaration of Restrictions is amended to read as follows:

(6) Certain ~~bans~~ vans which are permitted, subject to that provided above, a two-axle van is defined below which does not exceed the manufacturers' standard length, height and width of the particular van in the customized converted condition; used for family or personal transportation and which is not a commercial vehicle as defined below; which contains at least (2) two rows of seating and windows on each side of the vehicle and adjacent to at least each of the first two (2) rows of seating; and which is or would be registered

in the State of Florida as a passenger station wagon or equivalent shall be permitted to park on the Properties. The Association is permitted to make a presumption that the foregoing criteria are met, without the receipt of specific information or the vehicle registration, unless upon visual inspection of the vehicle, it is obvious that any of the criteria are not met, the Owner or custodian of the vehicle shall submit to the Association, reasonable information and documentation (including title and/or registration) concerning the vehicle upon request.

31. Section 6, paragraph E, Article XII, of the Declaration of Restrictions is amended to read as follows:

E. Parking restrictions may be made by the Board of Directors by Rule and Regulation. All vehicles that are not registered and/or operable must be stored in the garage of the Owner's Unit.

32. Section 7, Article XII of the Declaration of Restrictions is amended to read as follows:

~~Section 7. Signs. No signs, except as approved by the Architectural Committee, shall be placed, erected or displayed on any Unit or the Common Area by any Unit Owner or resident, lessee, occupant, visitor, guest, invitee or licensee of any Unit or Unit Owner. 7 provided, however, a "For Sale" or "For Rent" sign no larger than eighteen (18) inches by eighteen (18) inches shall be permissible.~~

33. Section 12, Article XII, of the Declaration of Restrictions is amended to read as follows:

Section 12. Antennas. No television or radio masts, towers, poles, antennas, satellite dishes, or aerials may be erected, constructed, or maintained, except as approved by the Architectural Control Committee subject to applicable federal, state and local laws and regulations governing the authority of the Architectural Control committee and/or the Association with respect to the approval of such devices or equipment.

34. Section 15, Article XII, of the Declaration of Restrictions is deleted in its entirety as follows:

~~Section 15. Interference. No Owner nor the Architectural Committee, nor their use of any Units, shall interfere with the Declarant's completion and sale of the Units.~~

35. Section 2, Article XIII, of the Declaration of Restrictions is amended to read as follows:

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise way affect any other provisions which shall remain in full force and effect.

36. Section 3, paragraph (a), Article XIII, of the Declaration of Restrictions is deleted in its entirety as follows:

~~(a) Until such time that Class B Membership in the Association terminates, by a vote of a majority of the Board of Directors at a duly called meeting of the Board of Directors, and evidenced by a certification thereof by the Secretary of the Association and recorded in the Public records; or~~

37. Section 3, Article XIII, of the Declaration of Restrictions is amended to read as follows:

~~Notwithstanding any of the above, for such time that Declarant owns one or more Units, Declarant's written consent must first be obtained. The Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. No amendment shall affect the Surface Water Management System unless prior written approval is obtained from the South Florida Water Management District.~~

38. Section 3, Article XIII, of the Declaration is amended by adding the following paragraph:

The Association may, in its sole discretion, restate this Declaration, in whole or part, after amendment(s) have been passed and recorded in the Public Records. Notwithstanding anything herein to the contrary, the Rules and Regulations attached to this Declaration as Exhibit "D" may be amended from time to time by the Board of Directors, without the consent or approval of the members of the Association, and such amendments shall be effective upon recordation among the Public Records of Palm Beach County.

39. Section 6, paragraph A, sub-paragraph (1), Article XIII, of the Declaration of Restrictions is amended to read as follows:

(1) Frequency of Leasing. No lease shall be made more often than two (2) times in any twelve (12) month period. The minimum lease period is four (4) months. For purposes of calculation hereunder, a Lease shall be considered as made on the first day of the Lease term. Any change in occupancy under a lease shall constitute a new lease for purposes of calculating hereunder. ~~Proviso. This provision shall not be considered to permit a Lease which is otherwise prohibited under the Governing Documents or the Rules and Regulations of the Association. For purposes of this Section 6.B.1, any Leases under which the Lease term began prior to January 1, 1992 shall not be considered in the computation limiting leasing.~~

40. Section 6, Article XIII, of the Declaration of Restrictions is amended with new paragraph D. to read as follows:

D. Removal proceedings. In addition to any other rights or remedies set forth in this Section 6 or elsewhere in the Governing Documents or Rules and Regulations of the Association, should an Owner or lessee fail or refuse to comply with the provisions of this Section 6, then the Association may declare the lease void and take further action as the Association deems applicable and appropriate, including a "removal action" against the Owner and lessee pursuant to Chapter 83, Florida Statutes. The Association shall be the agent and attorney in fact of Owner in any removal or eviction action for any violation of the Governing Documents by the lessee or the Owner. All costs and expenses of the foregoing incurred by the Association shall be the joint and several responsibility of the Owner and lessee.

41. Article XIII, of the Declaration of Restrictions is amended with new Section 7. to read as follows:

Section 7. Cooperation by Owners. Upon request from the Board of Directors, Owners shall be required to provide to the Board the following information:

- (a) Names of all residents in their respective units;
- (b) Main telephone number;
- (c) Number of cars and license numbers of the same.

42. Section 4, Article XIV, of the Declaration of Restrictions is amended to read as follows:

Section 4. Conflicts. As determined by ~~Declarant~~ the Association, there may be incorporated as part of this Declaration, and, where applicable, the Articles and Bylaws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Unit eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or Bylaws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA. Should FNMA, FHLMC, GNMA, VA or FHA require an amendment to this Declaration, the Articles or Bylaws, then such amendment may be made and filed by the ~~Declarant~~ or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner.

#118435

SCHEDULE OF AMENDMENTS
TO
ARTICLES OF INCORPORATION
FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

1. ARTICLE I of the Articles of Incorporation is amended as follows:

The name of the corporation is SIENA OAKS HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association", and its principal place of business is 100 Siena Oaks Circle West, Palm Beach Gardens, FL 33410.

2. ARTICLE II of the Articles of Incorporation is amended as follows:

The street address of the Registered Office of the Association is ~~Suite 300, 123 NW 13th Street, Boca Raton, Florida 33432~~ and the name of the Registered Agent is ~~Martin Bishop~~ 100 Siena Oaks Circle, Palm Beach Gardens, Florida 33410. The Board of Directors will designate the Registered Agent.

3. Section (c), ARTICLE VI of the Articles of Incorporation is amended as follows:

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association; ~~specifically including the granting of exclusive easements on portions of the Common Area as permitted in Article VII of the Declaration;~~

4. Section (d), ARTICLE V of the Articles of Incorporation is amended as follows:

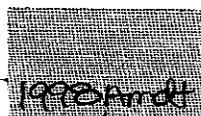
(d) Borrow money, and with the assent of two-thirds (2/3rds) ~~of each class of~~ the entire membership of the Association obtained members at a duly called meeting of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5. Section (f), ARTICLE V of the Articles of Incorporation is amended as follows:

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) ~~of each class of~~ the entire membership of the Association obtained members at a duly called meeting of the Association, except as otherwise provided in ARTICLE II of the Declaration;

6. PROVISIO, ARTICLE V of the Articles of Incorporation is deleted in its entirety:

~~PROVISIO: Until such time as Class B Membership in the Association ceases, as hereinafter set forth, notwithstanding the provisions in Paragraphs (d), (e) and (f) the powers of the Association may be exercised solely by the Board of Directors.~~



7. ARTICLE VII of the Articles of Incorporation is amended as follows:

The Association shall have ~~two (2) classes~~ one (1) class of voting membership:

~~Class A. Class A members~~ Membership: Members shall be all Owners, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

~~Class B. The Class B member shall be the Declarant, and shall be entitled to three hundred (300) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:~~

~~(a) Four (4) months after 75% of the Units that will be ultimately operated by the Association have been conveyed to Unit purchasers; or,~~

~~(b) Five (5) years following conveyance of the first Unit in the Properties to a Unit purchaser; or,~~

~~(c) Such earlier date as Declarant may determine.~~

8. ARTICLE VIII of the Articles of Incorporation is amended as follows:

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of ~~not less than three (3) nor more than five (5) persons who need not be members of the Association, until such time that Declarant's Class B membership terminates, at which time all Directors who shall be members of the Association and who shall be elected or appointed pursuant to the provisions of the Bylaws. Initially, the board shall consist of three (3) members. At the time of the first election of Directors by members, the number of Directors shall be increased to five (5).~~

~~The first election of Directors shall be held when Class B membership ceases as provided in ARTICLE VII hereof at a meeting of the members called for the purpose. The Directors elected at this first election shall serve until the next annual members' meeting, at which time another election shall take place, and annually thereafter.~~

~~At each annual election of Directors by members, five (5) Directors shall be elected, of which three (3) Directors shall be elected by Owners of Patio Home Units, and two (2) Directors shall be elected by Owners of Estate Home Units. The nomination and election process shall take place in accordance with the terms and provisions of the Bylaws. At each annual election, Directors shall be elected for a one (1) year term. At the expiration of any term, any Director may be re-elected.~~

~~The Directors named in these Articles shall serve until the first election of Directors by members, and any vacancies in their number occurring before the first election shall be filled by the Class "B" Member. The Class B Member shall have the right to remove and replace Directors until the first election of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until~~

~~their successors are elected and have qualified, or until removed, are as follows:~~

NAME	ADDRESS
John Kraynick	Suite 300 123 NW 13th Street Boca Raton, FL 33432
Lawrence Shawe	Suite 300 123 NW 13th Street Boca Raton, FL 33432
Alec Engelstein	Suite 300 123 NW 13th Street Boca Raton, FL 33432

9. Section 3, ARTICLE XI of the Articles of Incorporation is amended as follows:

~~3. Vote Necessary. In order for such amendment or amendments to become effective, the same may shall be approved by a majority vote of Owners present at a duly called meeting of the members at which a quorum is present in person or by proxy.~~

10. Section 4, ARTICLE XI of the Articles of Incorporation is deleted in its entirety:

~~4. By Written Statement. If all the directors and all the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1., 2., and 3. above have been satisfied.~~

11. ARTICLE XI of the Articles of Incorporation is amended by adding a new Section 6 to read as follows:

The Association may, in its sole discretion, restate the Articles of Incorporation, in whole or part, after amendment(s) have been passed and recorded in the Public Records.

12. ARTICLE XII of the Articles of Incorporation is deleted in its entirety:

SUBSCRIBERS

~~The names and street addresses of the Subscribers to these Articles of Incorporation are the same as listed in ARTICLE VIII hereof.~~

13. ARTICLE XIII of the Articles of Incorporation is amended as follows:

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows: kept on file at the Association's principal place of business.

President: ~~John Kraynick~~ ~~Suite 300
123 NW 13th Street
Boca Raton, FL 33432~~

~~Vice President: Alec Engelstein~~ ~~Suite 300~~
~~123 NW 13th Street~~
~~Boca Raton, FL 33432~~

~~Secretary-Treasurer: Lawrence Shawe~~ ~~Suite 300~~
~~123 NW 13th Street~~
~~Boca Raton, FL 33432~~

#118435

SCHEDULE OF AMENDMENTS
TO
BYLAWS
FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

1. Article I of the Bylaws is amended to read as follows:

The name of the corporation is SIENA OAKS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at ~~Suite 300, 123 NW 13th Street, Boca Raton, Florida 33432~~ 100 Siena Oaks Circle, Palm Beach Gardens, Florida 33410, but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

2. Section 1, Article III of the Bylaws is amended to read as follows:

Section 1. Annual Meetings. The annual meeting of the members shall be held at least once each calendar year on a date during the month of May and at a time to be determined by the Board of Directors.

3. Section 4, Article III of the Bylaws is amended to read as follows:

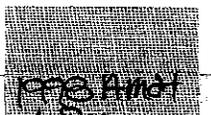
Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ~~one third (1/3)~~ thirty percent (30%) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

4. Section 1, Article IV of the Bylaws is amended to read as follows:

Section 1. Number. The first Board shall consist of ~~three (3)~~ five (5) members. ~~At the time of the first election of Directors by members, the number of Directors shall be increased to five (5).~~

5. Section 3, Article IV of the Bylaws is amended to read as follows:

Section 3. Removal. ~~At such time as members of the Association are permitted to elect Directors, a~~Any Director may be removed from the Board, with or without cause, upon a majority vote of the Owners which elected that Director, in accordance with the provisions of Article V hereof. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor, provided, however that such successor selected by the Board shall be an Owner of the same type of Unit which elected said preceding Director. ~~Prior to the first election of Directors by members, the Declarant shall have the right, in its sole discretion, to remove any member of the Board, and replace such person with another person to serve on the Board as so determined by Declarant.~~



6. Section 1, Article V of the Bylaws is amended to read as follows:

~~Section 1. Nomination. At least thirty (30) days prior to the first election of Directors by members and aAt least ninety (90) sixty (60) days prior to each annual members' meeting, the Board of Directors shall appoint two (2) Nominating Committees, each consisting of three (3) persons. One Nominating Committee shall consist of three (3) persons who are Owners of Patio Home Units, and the other Nominating Committee shall consist of three (3) persons who are Owners of Estate Home Units. The Patio Homes Nominating Committee shall nominate at least three (3) persons, and the Estate Homes Nominating Committee shall nominate at least two (2) persons. Each Nominating Committee may, in its discretion, nominate additional persons. Nominations may also be made from the floor at each annual meeting, provided that such floor nominations are made by a person who is an Owner of a same type of Unit as the person so nominated. Nominees who are Owners of Patio Homes are hereinafter referred to as Patio Home Nominees, and Nominees who are Owners of Estate Homes are hereinafter referred to as Estate Home Nominees. notify the membership of the number of seats open for election, which notice shall also inform the members that any member seeking election shall submit his/her intention to be a candidate for Director, in writing, together with an information sheet and/or resume, which forms shall be submitted to the Board no later than forty (40) days prior to the meeting. The information sheet/resume shall not be required, but may be submitted at the option of the candidate. The submission of said notice of intent to be a candidate shall constitute the nomination of the member submitting the same. No further nominations shall be received or accepted within the forty (40) day period prior to the election. No later than thirty (30) days prior the election, the Board shall notify the membership of the names of the nominees, together with a copy of each nominee's information sheet and/or resume. During the time between thirty (30) days prior to the election and ten (10) days prior the election, the Board shall schedule at least one meeting for those members who wish (a quorum is not required) to meet with, hear from and question the nominees. In addition to the foregoing, nominations shall also be accepted from the floor at the annual meeting, or any other meeting at which an election of a Director or Directors is conducted. Any member at such meeting may nominate himself or herself, and no nominations need be seconded.~~

7. Section 2, Article V of the Bylaws is amended to read as follows:

~~Section 2. Election. At the first election of Directors by members, and aAt each annual members' meeting, thereafter, Owners of Patio Home Units shall be entitled to elect up to three (3) members to the Board of Directors, to be selected from Patio Home Nominees, and Owners of Estate Home Units shall be entitled to elect up to two (2) members to the Board of Directors, to be selected from Estate Home Nominees, as provided in Section 3 of this Article. All elections shall be by secret written ballot, unless unanimously waived by all Owners of the same Unit type who are present at such meeting. At such election, the members may cast, in respect to each vacancy which they are entitled to fill, one (1) vote for each Unit owned. Cumulative voting is not permitted. Directors elected by Patio Home Owners shall be known as Patio Home Directors, and Directors elected by Estate Home Owners shall be known as Estate Home Directors. Directors shall be permanent residents at Siena Oaks which is defined as being in residence at Siena Oaks at least nine months in each calendar year. An election shall be held if the total number of~~

nominations from the floor taken together with the nominations established prior to the annual meeting exceed the number of vacancies on the Board with respect to the Patio Home Directors or the Estate Home Directors. Should there be an insufficient number of nominations to fill any vacancy on the Board, then the remaining Board members after the meeting shall be authorized to fill the vacancy(ies) in the same manner as if such vacancy was created by the death, resignation or removal of such Director.

8. Article V, Section 3 of the Bylaws is amended to read as follows:

Section 3. Staggered Terms of Office. The Directors elected by the members shall have terms of one (1) year. The term of office of each Director shall terminate upon the election or appointment of such Director's successor pursuant to these Bylaws. Notwithstanding anything herein or in the Articles of Incorporation to the contrary, any director may be reelected. of two (2) years, which shall be staggered terms commencing with the annual election in 1994. All Directors elected by the membership prior to the 1994 annual meeting shall serve a term until the 1994 annual meeting. To accomplish the staggered terms, the following election procedures shall apply to the election of the five (5) Directors by members at the 1994 annual meeting of the members: of the three (3) Patio Home Directors elected, the two (2) Directors receiving the highest number of votes shall serve for two (2) years, or until the annual meeting of 1996 and the Patio Home Director receiving the third highest vote shall serve a term of one (1) year, or until the 1995 annual meeting, at which time that Directorship shall be elected to a two (2) year term by the Patio Home members, to serve until the 1997 annual meeting; of the two (2) Estate Home Directors, who are elected at the 1994 annual meeting, the Estate Home Director receiving the highest number of votes shall serve for two (2) years, or until the annual meeting in 1996, and the Estate Home Director receiving the second highest vote shall serve a term of one (1) year, or until the 1995 annual meeting, at which time that Directorship shall be elected to a two (2) year term, to serve until the 1997 annual meeting.

9. Article VI of the Bylaws is amended by adding a new Section 4 to read as follows:

Section 4. Notice. Notices of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of the meeting, except in an emergency and except as otherwise provided by law from time to time. Notice of meetings of the Architectural Control Committee and any Committee making final decisions regarding the expenditure of Association funds must be provided in the same manner as meetings of the Board of Directors, and such meetings must be open to the members of the Association, unless otherwise provided by law.

10. Article VI of the Bylaws is amended by adding a new Section 5 to read as follows:

Section 5. Minutes. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

established by the Committee. The notice to the person alleged to be in violation, and to the Owner of the Unit which that person occupies or is or was visiting, if that person is not the Owner, shall identify the nature of the alleged violation. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues may be deemed a separate offense or violation subject to a separate fine but that only a single notice and opportunity for a hearing need be given. If the Covenants Enforcement Committee by majority vote does not approve a proposed fine or penalty, it may not be imposed. The recommendation of the Covenants Enforcement Committee shall be forthwith forwarded to the Board of Directors for its action. Upon receipt of the recommendation of the Covenants Enforcement Committee, the Board of Directors may levy a fine and/or penalty for each violation in an amount not to exceed the recommendation of the Covenants Enforcement Committee. The composition of the membership of the Covenants Enforcement Committee must comply with the requirements of Chapter 617, Florida Statutes, as amended from time to time.

21. Section 1, sub-paragraph (b), Article XV of the Bylaws is amended to read as follows:

(b) If a hearing is timely requested, the ~~Board of Directors~~ Covenants Enforcement Committee shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the Unit Owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

22. Section 1, sub-paragraph (c), Article XV of the Bylaws is amended to read as follows:

~~(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgement and promise is timely made, then the Board of Directors shall determine whether there is sufficient evidence of the alleged violation consider the recommendation of the Covenants Enforcement Committee and act upon same as provided in Section 1(a) above. If the Board so determines, it may levy a fine for each violation in an amount not to exceed Fifty (\$50.00) Dollars.~~

#118435

**EXHIBIT "D" TO THE
DECLARATION OF RESTRICTIONS
FOR SIENA OAKS**

SIENA OAKS HOMEOWNER'S ASSOCIATION, INC
ARCHITECTURAL GUIDELINES AND RULES

EFFECTIVE SEPTEMBER 1, 1992

Article IX of the Declaration of Restrictions for Siena Oaks Homeowners Association provided that no building, out building, garage, fence, wall, retaining wall, or other structures of any kind, shall be erected, constructed, placed or maintained on the exteriors of any home or Lot, nor shall the exteriors of any home or any improvements on the home or Lot as originally constructed and provided by the Developer, be altered, changed or modified unless approved in writing in advance by the Architectural Committee. The reference to "exteriors" includes any area which is screened in and which is exposed to the elements.

The Architectural Committee and board of Directors have adopted the enclosed Guidelines which shall form the basis of the Committee's decisions when homeowners seek to add to, alter or improve the exteriors of the homes and the Lots, including landscaping, in "Siena Oaks Homeowners Association".

An application for Architectural Committee approval is also enclosed. These Guidelines have been reviewed and approved for legal sufficiency by our attorney Jay Steven Levine, Esquire and have been reviewed and approved as reasonable by Donaldson E. Hearing, an architect with GBS&H Architects retained by the Association.

The Board recognizes that some homeowners and residents might be reluctant to seek Architectural Committee approval when making an alteration or improvement to their property. However, it is imperative that all homeowners and residents comply with the application process and seek Architectural Committee approval before commencing any exterior alteration or improvement. Approval from the Committee must be sought even if an intended alteration or improvement falls within these published Guidelines, for, it is a violation of the Declaration for anyone to by-pass the approval process.

The Association does have the power to levy a fine under Article VII, Section 1(a) of the By-Laws and does have the power to file a lawsuit and recover legal fees against the homeowner for non-compliance, pursuant to Article XIII, Section 1 of the Declaration. The Association will resort to these remedies if necessary to ensure compliance. Only with your cooperation can the Association ensure an architecturally harmonious community.

SIENA OAKS HOMEOWNERS' ASSOCIATION, INC.

ARCHITECTURAL CONTROL BACKGROUND INFORMATION

Each family's home is an important expression of one's personal choices, values, and tastes. These choices are expressed in varied and diverse aesthetic forms and each house can become something very personal. As houses are built in close proximity to one another in a community such as ours, it becomes necessary to consider the aesthetics of the entire community and the interrelationship of all the elements.

In Siena Oaks, the developer had set the tone and framework for a beautiful community. Streets were carefully laid out, trees planted, fences and walls, landscaping, signs and lighting have all been put in place to establish a desirable street scape. It was intended for each house to compliment the whole and yet strike an essential balance between individual tastes and the development of a harmonious and beautiful community environment.

Visually consistent villages were a natural phenomenon of the past and those which remain in tact are still valued for livability. In those days each locality had its own indigenous building materials. Whether wood, stone, or brick, each had developed appropriate ways of building with these materials. Over centuries, craftsmen and artisans built in the style of their region and refined their works as they built. Towns grew slowly in small cohesive increments.

If today's residential communities and, in fact, whole cities lack the scenic harmony and delight of older places, it is because virtually all of the disciplines of building in the past have been lost as we have grown rapidly and changed development techniques.

With today's communications, we can envisage house styles from every corner of the world and every historic period. Our materials and technology permit us to build freely, to copy anything or create afresh. But, in the process the discipline of artisan builders has all but disappeared and the range of choices available to untrained eyes has opened the way to scenic chaos.

The developer of Siena Oaks and we as home owners wanted to be assured that the homes would have a compatible setting. In order to accomplish this desired consistency of buildings today, it is necessary to have a formal process for reviewing and approving changes or additions. A process that not only considers the house as a free-standing unit, but also as part of a street, a section and a neighborhood. To this end, an Architectural Control Committee had been

established as part of the Homeowners' Association. The Architectural Control committee performs architectural plan review and approval of all proposed alterations, changes or modifications to any structure, dwelling or unit in Siena Oaks. The Architectural Guidelines and Rules for the Siena Oaks Homeowners' Association, Inc. are as follows:

All home owners and tenants are subject to the Declaration of Restrictions for "Siena Oaks Homeowners' Association", as recorded in Official Record Book 6607, Page 395 of the Public Records of Palm Beach County, Florida.

I. DEFINITIONS

- 1.1 "COMMITTEE" means the Architectural Committee.
- 1.2 "SIENA OAKS HOMEOWNERS ASSOCIATION" means all lots which comprise the entire Community.
- 1.3 "ESTATES" means the Estate Homes.
- 1.4 "ZERO LOTS" shall mean the zero lot line homes situated within "Siena Oaks Homeowners Association".

II. PAINTING OF EXTERIORS OF THE UNITS2.1 ZERO LOTS

- A. No deviation from the original color scheme is permitted unless a deviation is approved by the COMMITTEE for the entire community.
- B. All trim must be a different tone of the same color as the exterior color of the home.
- C. No two homes next to each other (that is side by side) shall be of the same exterior color.

2.2 ESTATES

- A. Prohibited exterior colors, including trim are primary colors and black. Soft pastels and earth tones are encouraged.
- B. No two homes next to each other (that is side by side) may have a sharp contrast with each other.

III. FENCES

3.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

- A. Only two types of fences are permitted:
 - (1) Wood Fences; Shadow-wood (shadow box) type made of natural cedar wood (not painted).
 - (2) Metal Fences: All metal fences shall be of aluminum materials, white in color, open metal picket style, with a maximum of six inch slat separation as prevalent in "Siena Oaks Homeowners Association". The COMMITTEE may

approve slat separations of less than six inches if there exists safety concerns for small children.

- B. No fence shall be higher than six feet, and no fence shall protrude frontal of the leading edge of the house slab.
- C. Only fences of the metal type under 3.1.A.2 above shall be allowed along any lake. All such fences must be constructed on the lake maintenance easement line located farthest from the lake shore.
- D. As to any home which is adjacent to a lake: No wood fence in a rear yard shall extend beyond a distance which is two-thirds of the difference between the rear of the home (excluding any screened-in area) and the beginning of the lake maintenance easement.

3.2 ZERO LOTS

- A. Metal (Aluminum) fences. In addition to the criteria referred to in 3.1.A.2 above, all aluminum fences shall be of white finish and of the same height of those existing in the Zero lot homes.

3.3 ESTATES

- A. Fences along the lake: The fence must be constructed on the lake maintenance easement line located farthest away from the lake shore, must be of white finish, and must be of the same height as all other fences along the particular lake.
- B. Metal (Aluminum) fences which are not situated along the lake must be of color which matches the window frames of the home. If a metal (aluminum) fence is constructed on the Lot lines of more than one home, then the color of the fence must match the window frames of either home involved.

IV. DRIVEWAYS

- 4.1 ZERO LOTS. No deviation from the original color and style is permitted. An owner may apply a clear seal if desired.
- 4.2 ESTATES. Deviations in style shall be permitted. Deviations from color shall be permitted provided that the color blends harmoniously with the home.

V. MAILBOXES AND STANCHIONS.

- 5.1 "SIENA OAKS HOMEOWNERS ASSOCIATION". Deviations shall be permitted only if the deviation is made in the entire community, and only if all of the mailboxes and stanchions are uniform in the community.

VI. LIGHTING FIXTURES

- 6.1 "SIENA OAKS HOMEOWNERS ASSOCIATION". Any light fixture may be replaced with the same or substantially similar fixture without the need to obtain the approval from the COMMITTEE. Any deviation shall not be permitted unless the deviation is made in the entire community, and provided that: all of the fixtures are uniform in the community, and the style of the fixtures is consistent with the general scheme of "SIENA OAKS HOMEOWNERS ASSOCIATION"

VII. SCREEN ENCLOSURES

- 7.1 ZERO LOTS. All screen enclosures shall meet the following standards:
- A. The frame must be of white color.
 - B. The screen must be charcoal in color.
 - C. The roof must be of mansard style.
 - D. No screen enclosure shall be permitted on the side of the home. The only screen enclosure permitted in the front of the home shall be the screening-in of the portico.
- 7.2 ESTATES. All screen enclosures shall meet the following standards:
- A. The frame must be of white color.
 - B. The screen must be charcoal in color.
 - C. The roof must be of either mansard, hip or gabled style.
 - D. Any screened enclosure along a lake must have 100 percent foundation plantings on the exterior of and along the enclosure.
 - E. All screened enclosures shall be located on the rear of the home, except for the following: As to a corner Lot, an

enclosure may be constructed on the side of the home, provided that the screened enclosure does not protrude frontal of the leading edge of the house slab.

VIII. LANDSCAPING

8.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

A. The replacement of landscaping with the same plant species (for instance, sod with sod or bush or tree with same bush or tree) does not require the approval of the COMMITTEE. However, any replacement of landscaping with different plant species, or the addition of landscaping which did not exist before requires the prior approval of the COMMITTEE.

B. The following types of trees are prohibited:

- (1) Ficus
- (2) Melaleuca
- (3) Banyan
- (4) Eucalyptus

~~(5) *Cycas*~~

IX. AWNINGS

9.1 "SIENA OAKS HOMEOWNERS ASSOCIATION" No awnings are permitted except as follows:

Awnings are permitted when approved in advance by the COMMITTEE. Awnings shall be on the rear of the house, and must be designed to compliment the architecture of the house as to forms, color and style.

X. SHUTTERS

10.1 Hurricane Protection in "SIENA OAKS HOMEOWNERS ASSOCIATION."

A. Hurricane shutters are permitted, but are limited to the following types:

- (1) Aluminum accordion type, with the color to match the house.
- (2) Aluminum roll up type, which rolls up to and into a box, with the colors to match the color of the house.
- (3) Hurricane panels are permitted but must be the color of the house.

B. Hurricane shutters may be placed into a closed position only beginning with the issuance of a hurricane watch and must be opened within 48 hours after the storm danger has passed.

10.2 ZERO LOTS. No decorative type shutters will be allowed without approval of the COMMITTEE.

10.3 ESTATES. Shutters are permitted provided that they blend harmoniously with the style and color of the home.

XI. WINDOWS

11.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

- A. No reflective material may be placed on any windows.
- B. No awning windows are permitted.
- C. No jalousie windows are permitted.
- D. Windows may be tinted, provided that the color is limited to smoked throughout or bronze throughout, the home.

XII. DOORS

12.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

- A. No deviations in color or style of garage or entry doors, from that originally installed by the Developer, shall be permitted without prior approval of the COMMITTEE.
- B. Screen doors and screen enclosures shall be permitted, provided the following criteria are met.
 - (1) The frame shall be of white rectangular aluminum tubing.
 - (2) The screen shall be charcoal in color.
 - (3) Any style screen door is permitted so long as it is or has previously been approved by the COMMITTEE.

XIII. ROOM/OTHER ADDITIONS AND STRUCTURES13.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

- A. Any room or other addition or structure must be architecturally designed to compliment the architecture of the home as it relates to forms, materials and roof lines. No room or other addition or structure shall be permitted which requires a variance from standard zoning regulations.
- B. Metal roofs are prohibited.
- C. Free standing structures, meaning structures which are not attached to the home, are prohibited.
- D. Game and play structures are permitted only with the prior approval of the COMMITTEE.

XIV. SOLAR PANELS/DEVICES14.1 "SIENA OAKS HOMEOWNERS ASSOCIATION" Solar panels/devices are permitted in the estate homes ONLY, provided they meet the following criteria:

- A. No solar panel or device shall be visible from any street whether or not within SIENA OAKS HOMEOWNERS ASSOCIATION or from across any lake or canal.
- B. No exposed pipe materials shall be permitted.

XV. ROOF VENTILATORS15.1 "SIENA OAKS HOMEOWNERS ASSOCIATION" No wind driven or electronic roof ventilator which is at all visible from the exterior of the home, shall be permitted.XVI. EQUIPMENT16.1 "SIENA OAKS HOMEOWNERS ASSOCIATION" All pool pumps, water softeners, water conditioners, air conditioners, air conditioning or other equipment, shall be fully landscaped from view with landscaping which is mature at the time of planting.

XVII. POOLS AND SPAS

17.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

A. Pools.

- (1) Above-ground pools are prohibited.
- (2) No pool and pool decking shall be constructed which requires a variance from standard zoning regulations.

B. Spas.

- (1) Spas shall be permitted only in the rear of the property.
- (2) No spa and decking shall be constructed which requires a variance from standard zoning regulations.

XVIII. SIGNAGE

18.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

A. Except for "for sale" and "for rent" signs permitted by Article XII, Section 7 of the Declaration or any other sign allowed by Rules and Regulations or the Association, no sign shall be permitted except as follows:

- (1) Only one (1), 18" x 18", "for sale" or "for rent" sign is permitted and it shall be installed in the front yard of the property.

XIX. GENERAL

19.1 Regardless of whether any alteration or improvement to the exteriors of the homes and Lots is specifically referred to in these Guidelines, in every instance the alteration or improvement requires the prior written approval from the COMMITTEE.

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS
FOR
SIENA OAKS

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted as an Amendment to Article XIII, Section 3(b) of the Declaration of Restrictions of Siena Oaks, a homeowners association which is recorded in Official Records Book 6607, at Page 395 of the Public Records of Palm Beach County, Florida.

DATED this 5th day of NOVEMBER, 1993.

Witnesses:

Mary Ann Malley
Print Name: MARY ANN MALLEY

SIENA OAKS HOMEOWNERS
ASSOCIATION, INC.

John Bailey
Print Name: JOHN BAILEY

By: John Mack
Print Name: JOHN MACK
Its Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledge before me this 5th day of NOVEMBER, 1993, by JOHN MACK, as Secretary of Siena Oaks Homeowners Association, Inc., a Florida Corporation Not-For-Profit, for and on behalf of the corporation. He or she is personally known to me or has produced his/her Driver's License as identification and did take an oath.

Notary Public

Maria J. Quinn
Print Name: MARIA J QUINN
Commission Number: _____

My Commission Expires: _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 20, 1998

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Leon St. John, Esquire
St. John, King & Dicker
500 Australian Ave. So., Suite 600
West Palm Beach, Florida 33401
407-655-8994



ORB 7983 Pg 431
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

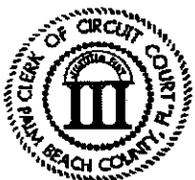
**PROPOSED AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF
SIENA OAKS**

The original Declaration of Restrictions is recorded in Official Records Book 6607, Page 395 of the Public Records of Palm Beach County, Florida.

Article XIII, Section 3(b) of the Declaration of Restrictions, which relates to the owner vote required to amend the Declaration, shall be amended to read as follows (words underlined are added and words ~~struck~~ through are deleted):

(b) By a majority vote of Owners present at a duly called meeting of the members at which a quorum is present in person or by proxy as evidenced by a certification thereof by the Secretary of the Association and recorded in the Public Records; or

EXHIBIT A



I certify this document to be a true copy of the record in my office
this TWENTY-FIFTH day of APRIL, 1996

DOROTHY H. WILKEN, Clerk of Court, Palm Beach County, FL

By

[Handwritten signature]

Deputy Clerk

not valid unless signed in red ink

PROPOSED AMENDMENT TO THE BY-LAWS OF
SIENA OAKS

The original By-Laws are recorded in Official Records Book 6607, Page 430 of the Public Records of Palm Beach County, Florida.

Article XIII, Section 1 of the By-Laws shall be amended to read as follows (words underlined are added and words ~~struck~~ through are deleted):

Section 1. These By-Laws may be amended, altered or rescinded at a regular or special meeting of the members, by a majority vote ~~of a majority of owners present at a duly called meeting of the members at which a quorum of members are present in person or by proxy. provided, however, until such time that Class B membership in the Association ceases, as set forth in the Declaration and Articles of Incorporation of the Association, these By-Laws may be amended by a majority of the Directors.~~

53710108.313

EXHIBIT A

PROPOSED AMENDMENT TO THE BY-LAWS OF
SIENA OAKS

The original By-Laws are recorded in Official Records Book 6607, Page 430 of the Public Records of Palm Beach County, Florida.

Article V, of the By-Laws shall be amended to read as follows (words underlined are added and words ~~struck through~~ are deleted):

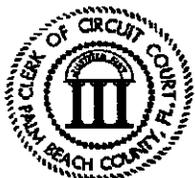
Section 2. Election. At the first election of Directors by members, and at each annual members meeting thereafter, Owners of Patio Home units shall be entitled to elect up to three (3) members to the Board of Directors, to be selected from Patio Home Nominees, and Owners of Estate Home Units shall be entitled to elect up to two (2) members to the Board of Directors, to be selected from Estate Home Nominees, as provided in Section 3 of this Article. All elections shall be by secret written ballot, unless unanimously waived by all Owners of the same Unit type who are present at such meeting. At such election, the members may cast, in respect to each vacancy which they are entitled to fill, one (1) vote for each Unit owned. ~~The persons receiving the largest number of votes by Owners of the same Unit type, shall be elected.~~ Cumulative voting is not permitted. Directors elected by Patio Home Owners shall be known as Patio Home Directors, and Directors elected by Estate Home Owners shall be known as Estate Home Directors. Directors shall be permanent residents at Siena Oaks, which is defined as being in residence at Siena Oaks at least nine months in each calendar year.

Section 3. Staggered Terms. The Directors elected by the members shall have terms of two (2) years, which shall be staggered terms commencing with the annual election in 1994. All Directors elected by the membership prior to the 1994 annual meeting shall serve a term until the 1994 annual meeting. To accomplish the staggered terms, the following election procedures shall apply to the election of the five (5) Directors by members at the 1994 annual meeting of the members: of the three (3) Patio Home Directors elected, the two (2) Directors receiving the highest number of votes shall serve for two (2) years, or until the annual meeting of 1996 and the Patio Home Director receiving the third highest vote shall serve a term of one (1) year, or until the 1995 annual meeting, at which time that Directorship shall be elected to a two (2) year term by the Patio Home

EXHIBIT 3

RECORD VESTED 7983 Pg 435
CLERK OF COURT - PB COUNTY, FL
DOROTHY H. WILKEN

members, to serve until the 1997 annual meeting; of the two (2) Estate Home Directors, who are elected at the 1994 annual meeting, the Estate Home Director receiving the highest number of votes shall serve for two (2) years, or until the annual meeting in 1996, and the Estate Home Director receiving the second highest vote shall serve a term of one (1) year, or until the 1995 annual meeting, at which time that Directorship shall be elected to a two (2) year term, to serve until the 1997 annual meeting.



I certify this document to be a true copy of the record in my office
this TWENTY-FIFTH day of APRIL, 1996

DOROTHY H. WILKEN, Clerk of Court, Palm Beach County, FL

By *[Signature]* Deputy Clerk

Not valid unless signed in red ink

ARTICLES OF AMENDMENT
FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

FILED
93 DEC 29 PM 12:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, JOHN BAILLY and JOHN MAZIK, as President and Secretary, respectively, of SIENA OAKS HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, execute and file these Articles of Amendment, amending the Articles of Incorporation of SIENA OAKS HOMEOWNERS ASSOCIATION, INC., which corporation was duly organized under the Laws of the State of Florida, filed on December 18, 1989, and certify that these Articles of Amendment have been duly adopted by the membership of the Association, pursuant to Article XI (3) of the Articles of Incorporation and adopted on October 28, 1993.

Article XI(3) entitled "Amendments" is amended as follows (words underlined are added and words ~~struck~~ through are deleted):

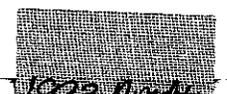
3. Vote Necessary. In order for such amendment or amendments to become effective, the same ~~may~~ must be approved at ~~a duly called meeting~~, by an ~~affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.~~ a majority vote of owners present at a duly called meeting of the members at which a quorum is present in person or by proxy.

The undersigned President and Secretary do hereby set their hands and seals on this 5th day of NOVEMBER, 1993.

Witnesses: SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

Mary Ann Malcey By: John Bailly
Print Name: MARY ANN MALCEY Print Name: JOHN BAILLY
Its Secretary Its President

Mary Ann Malcey By: John Mazik
Print Name: MARY ANN MALCEY Print Name: JOHN MAZIK
Its Secretary Its Secretary



STATE OF FLORIDA
COUNTY OF PALM BEACH

ORB 8065 Pg 943
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

The foregoing instrument was acknowledge before me this 5th
day of NOVEMBER, 1993, by JOHN BAILEY, as
President and by JOHN MACIK, as Secretary of Siena
Oaks Homeowners Association, Inc., a Florida Corporation Not-For-
Profit, for and on behalf of the corporation. They are personally
known to me or has produced their Driver's Licenses as
identification and did take an oath.

Notary Public



Print Name: MARTA J. QUINN

Commission Number: _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 20, 1993.
BOIDED THRU NOTARY PUBLIC UNDERWRITERS.

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Leon St. John, Esquire
St. John, King & Dicker
500 Australian Ave. So., Suite 600
West Palm Beach, Florida 33401
407-655-8994



He or she is personally known to me or has produced his/her Driver's License as identification and did take an oath.



(NOTARIAL SEAL)

Susan S. Bonner
NOTARY PUBLIC
Print Name: Susan S. Bonner
Commission Number: CC 000377
My Commission Expires: 4/1/94

NOTARY PUBLIC
STATE OF FLORIDA
MY COM. EXP. 4/1/94

Proposed Amendments to the Declaration of Restrictions.
Words being Deleted are struck out (example)
Words being Added are underlined (example)

ARTICLE XII

PROHIBITED USES

Section 1. Garbage and Trash. All garbage cans, trash containers, bicycles and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pickup.

~~Section 3. Animals. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Unit. Provided however, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to the others. All pets shall be kept on a leash when not on the Owner's Unit and shall be walked only on areas designated for pets by the Board of Directors, if any.~~

Section 3. Pets and Animals. Pets and animals shall be permitted, only as provided for in this Section.

A. Animal and pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, lizards, gerbils, turtles, guinea pigs and rabbits. The foregoing shall apply to animals/pets which visit the community.

B. All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Florida.

C. When outside of the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No cats or dogs shall be permitted to run at large outside of the Unit; this shall not prohibit a cat or dog from being maintained without a leash or other restraint within any enclosed privacy area of the Unit in which the dog or cat resides and/or is maintained.

D. The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal.

E. The owner/custodian of the animal or pet shall remove his or her animal or pet from the Community when such animal or pet emits excessive noise such that same may be heard outside of the unit.

F. The pet/animal owner and the Unit Owner of the Unit involved shall be strictly liable for damages caused to the Common Area by the pet/animal.

G. Any pet/animal owner's right to have a pet/animal reside in or visit the Community shall have such right revoked if the pet/animal shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.

H. No pets are allowed in the Recreation Area.

Section 4. Stables. No Stable, livery stable, or barn, or kennel shall be erected, constructed, permitted or maintained on any Unit.

~~Section-6--Vehicle-Parking--No-boats,-campers-or-trailers shall-be-parked-on-the-Properties--No-vehicles-used-in business-for-the-purposes-of-transporting-goods,-equipment and-the-like-or-any-trucks-which-are-larger-than-one-half (1/2)-ton-capacity-shall-be-parked-on-the-properties. Personal-street-vans,-personal-trucks-of-one-half-(1/2)-ton capacity-or-smaller-or-personal-vehicles-which-can-be appropriately-parked-within-a-standard-sized-parking-stall may-be-parked-on-the-properties--No-vehicle-of-any-nature shall-be-parked-on-any-portion-of-the-Properties-or-a-Unit except-on-the-surfaced,-parking-area-thereof--No-vehicle repairs-or-maintenance-shall-be-allowed-on-the-Properties-~~

Section 6. Vehicles and Parking. The following restrictions apply irrespective of whether the Properties in question lie within areas owned by or dedicated to a governmental entity:

A. Prohibited Vehicles or Items. This Section A contains prohibited vehicles or items which are prohibited and shall not be entitled to park anywhere within the community. However, if a vehicle or item is listed in section B right below, then it is allowed no matter what is stated in this Section A. The prohibited vehicles and items, subject to section B below, are as follows:
Trucks, including pickup trucks; vans; recreation vehicles; mobile homes; motor homes; campers; buses; all terrain vehicles; off-road vehicles; go carts; three-wheel motorized vehicles; commercial vehicles; limousines; mopeds; dirt bikes; and other such motor vehicles; and boats and trailers.

B. Exception to A. above. The following vehicles shall not be subject to the parking restrictions contained in Section A above, and shall be entitled to park within the designated areas for parking in the Community, subject to the restrictions and provisions contained in Section C through J below:

(1). All vehicles mentioned in Section A next above if parked/stored in the garage of the unit with the garage door closed. Also, a moving van shall be permitted to park outside of the garage, but only for the purpose of loading and unloading and at no time shall park as such during the hours of 9:00 p.m. to 6:00 a.m.

(2) Any pickup truck vehicle classified as having a one-half (1/2) ton carrying capacity or less.

(3) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.

(4) Service and Delivery Vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.

(5) Vehicles for the handicapped bearing identification as such by an applicable governmental authority.

(6) Certain vans which are permitted. Subject to that provided above, a two-axle van as defined below which does not exceed the manufacturers' standard length, height and width of the particular van in a customized converted condition; used for family or personal transportation and which is not a commercial vehicle as defined below; which contains at least two (2) rows of seating and windows on each side of the vehicle adjacent to at least each of the first two (2) rows of seating; and which is or would be registered in the State of Florida as a passenger station wagon or equivalent shall be permitted to park on the Properties. The Association is permitted to make a presumption that the foregoing criteria are met, without the receipt of specific information or the vehicle registration, unless upon visual inspection of the vehicle, it is obvious that any of the criteria are not met. The owner or custodian of the vehicle shall submit to the Association, reasonable information and documentation (including title and/or registration) concerning the vehicle upon request.

C. Classifications and Definitions.

(1) The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck or van, or whether it is a passenger automobile. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans under Section 6.B.6 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 6.

(2) A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, such as: the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo.

(3) A "truck" shall mean any motor vehicle which is classified as a truck in accordance with Section 6 (C) (1) above.

(4) A "van" shall mean any motor vehicle which is classified as a truck in accordance with Section 6 (C) (1) above and which is recognized by the manufacturer to be a type of a van, and which has two (2) axles. Notwithstanding the foregoing to the contrary, a pick-up truck shall not be considered to be a van by the addition of a camper top or similar covering.

D. All motor vehicles must be maintained as to not create an eyesore in the community.

E. Parking restrictions may be made by the Board of Directors by Rule and Regulation.

F. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas and/or streets. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.

G. The following restrictions also apply:

(1) No repair (including changing of oil) of a vehicle shall be made within the Community except for minor repairs necessary to permit removal of a vehicle, unless they are made in the garage of the Unit with the garage door closed. However, washing or waxing of a vehicle is permitted outside the garage.

(2) No motor vehicle which is of the type of vehicle which is unregistered shall be driven or operated on any of the Properties at any time for any reason.

(3) All personal vehicles which can be appropriately parked within a standard-sized parking stall may be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Properties or a Unit except on the surfaced, parking area thereof. No parking will be permitted on sidewalks at any time or on the streets between 2:00 A.M. and 6:00 A.M.

H. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Community, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each Owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event that the vehicle owner fails to pay such costs upon demand, the Association shall have the right to levy a Charge for the costs against the Unit and Owner in question, that is, the Owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle (as such, the Unit Owner is liable for the vehicle violations of his/her family, lessees, guests, visitors, etc.); thereupon,

the Charge shall be collected as is provided for in this Declaration.

I. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 6 by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Governing Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 6.

~~Section 8--Business--No-trade-or-business-shall-be-conducted nor-any-commercial-use-made-of-any-Unit-~~

Section 8. No Business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten, nursery school, sanitarium asylum or institution shall be erected, maintained, operated, carried on, permitted or conducted on the Properties. Also prohibited are garage sales, yard sales and the like. Proviso. Notwithstanding the foregoing to the contrary.

A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted.

B. The practice of leasing Units shall not be considered as a business activity under this Section 8.

C. The business of operating the Association shall not be considered as business activity under this Section 8.

~~Section 12--Antennas--No-television-or-radio-masts,-towers, poles,-antennas-or-aerials-may-be-erected,-constructed,-or maintained-~~

Section 12. Antennas. No television or radio masts, towers, poles, antennas, satellite dishes, or aerials may be erected, constructed, or maintained.

~~Section 13--Occupants--Each-Unit-is-restricted-to residential-use-as-a-single-family-residence-by-the-owner-or Owners-thereof,-their-immediate-families,-guests-and invitees,-or-their-lessees-~~

Section 13. Occupancy of Units; Subdivision.

A. Occupancy. Each Unit shall be occupied by Owners and tenants and their family members, as a residence, as a single family dwelling, and for no other purpose.

B. Subdivision. No Unit may be subdivided into more than one Unit. Only entire Units may be sold, leased or otherwise transferred.

Section 21. Vehicle Maintenance. No vehicle repairs or maintenance shall be allowed on the Properties. The following exceptions apply:

A. Washing and waxing is permitted on the Owner's driveway.

B. Maintenance of the Owner's own personal vehicles is permitted in the garage providing the door is capable of fully closing.

Section 22. Sidewalks. Operation of motorized vehicles are not permitted on the sidewalks or passthru's/easements on the Properties. This excludes wheelchairs or other devices employed by the handicapped.

Section 23. Garage doors must be kept closed between the hours of 11:00 P.M. through 5:00 A.M. except when otherwise necessary for ingress or egress.

ARTICLE XIII

GENERAL PROVISIONS

Section 6.

A. Other Leasing Restrictions. The following additional leasing restrictions shall apply:

(1) Frequency of Leasing. No lease shall be made more often than two (2) times in any twelve (12) month period. The minimum lease period is four (4) months. For purposes of calculation hereunder, a Lease shall be considered as made on the first day of the Lease term. Any change in occupancy under a lease shall constitute a new lease for purposes of calculation hereunder. Proviso. This provision shall not be considered to permit a Lease which is otherwise prohibited under the Governing Documents or the Rules and Regulations of the Association. For purposes of this Section 6.B.1, any Leases under which the Lease term began prior to January 1, 1992 shall not be considered in the computation limiting leasing.

(2) No Subleasing. Subleasing of Units is absolutely prohibited.

(3) No Room Renting. Only entire Units may be rented; the renting of rooms is absolutely prohibited.

B. Every Lease executed as of the Effective Date of this Declaration, shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

(1) That the lease and all occupants shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended from time to time. Lessor shall have the responsibility of providing Documents and Rules to tenant.

Post (enclose self-addressed stamped envelope)

Name

Address

Property Appraisers Parcel Identification (Folio) Number(s):

ORB 7598 Pg 1721
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

(2) That the parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and reasonable Rules and Regulations, as amended from time to time.

C. The Association must be notified in writing (sent to the management company) and provided a copy of the lease prior to the start of the lease period. No renting is permitted without a written lease. Failure of this, the Association may declare the lease void and take further action as the Association deems applicable, including a "removal action" against the tenant and the Unit Owner. All costs and expenses of the foregoing shall be the cost and expense of such Unit Owner.

ORB 6607 Pg 427

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on January 25, 1990, to Articles of Incorporation for SIENA OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N35741.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
2nd day of February, 1990.



Jim Smith
Secretary of State

CR2E022 (8-89)

ORB 6607 Pg 428

ARTICLES OF AMENDMENT
FOR
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

We, JOHN KRAYNICK and LAWRENCE SHAW, as President and Secretary, respectively, of SIENA OAKS HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-profit Corporation, execute and file these Articles of Amendment, amending the Articles of Incorporation of Siena Oaks Homeowners Association, Inc., which corporation was duly organized under the Laws of the State of Florida, filed on December 18, 1989, and certify that these Articles of Amendment have been duly adopted by all Directors and all Members of the Association, which adoption is confirmed by the execution hereof by all Directors and all Members of the Association eligible to vote.

Article XI, "Dissolution", is amended by adding the following sentence to the end of said Article XI:

"In the event of such a dissolution of the Association, assets of the Association pertaining to the Surface Water Management System (under the jurisdiction of the South Florida Water Management District) shall be offered for dedication to the applicable governmental agency, and if refused, then dedicated to another not-for-profit Florida corporation formed for such purposes."

The undersigned President and Secretary do hereby set their hands and seals on this 11th day of January, 1990.

WITNESSES:

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

Dominique Surrall
Dawn McCaffrey

By: John Kraynick, President

ATTEST:
By: Lawrence Shaw, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 11th day of January, 1990, by JOHN KRAYNICK and LAWRENCE SHAW, as the President and Secretary, respectively, of SIENA OAKS HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-profit Corporation, for and on behalf of the corporation.

My Commission Expires NOV 20, 1992
NOTARY PUBLIC STATE OF FLORIDA
NOTARIAL PUBLIC
BOUNDED THRU GENERAL INS. UND.

Dawn McCaffrey
NOTARY PUBLIC
(NOTARIAL IMPRESSION SEAL)

ADOPTION BY DIRECTORS AND MEMBERS

The undersigned, being all of the Directors and Members of SIENA OAKS HOMEOWNERS ASSOCIATION, INC., by their execution hereof, do hereby manifest their intention that the Articles of Incorporation

VRB 007 19 427

of this Association be amended as hereinabove set forth.

John Kraynick

John Kraynick - Director

Lawrence Shawe

Lawrence Shawe - Director

Alec Engelstein

Alec Engelstein - Director

THE ENGLE GROUP, INC., a Florida Corporation - Sole Member of the Association

By *John A. Kraynick*

John A. Kraynick, Senior Vice President
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 11th day of January, 1990, by JOHN KRAYNICK, LAWRENCE SHAWE and ALEC ENGELSTEIN, as Directors of SIENA OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, for and on behalf of the corporation.

Dawn Mc Caffrey

NOTARY PUBLIC
(NOTARIAL IMPRESSION SEAL)

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 11th day of January, 1990, by JOHN A. KRAYNICK, as the Senior Vice President of THE ENGLE GROUP, INC., a Florida corporation, for and on behalf of the corporation, as the Sole Member of Siena Oaks Homeowners Association, Inc., a Florida Not-for-profit Corporation.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. NOV. 27 1992
BONDED THRU GENERAL INS. UND.

Dawn Mc Caffrey

NOTARY PUBLIC
(NOTARIAL IMPRESSION SEAL)

RETURN TO R.B. FRIEDEL ✓
P.O. DRAWER D
WEST PALM BEACH, FL 33402

PREPARED BY: J. CHAPMAN
FP & L
P.O. DRAWER D
WEST PALM BEACH, FL 33402

AA-20-1990 02:06pm 90-209303

ORB 6524 Pg 279

RWO/SIO/TWO/ER 2616-4-450

SEC. 8, TWP. 42S, RGE. 43E, QTR. _____
Con 10.00 Doc
JOHN B DRINKLE, CLERK - PB COUNTY, FL .55

**EASEMENT
FORM 3722**

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement feet in width described as follows:

The easement is within the limits of the Siena Oaks Subdivision in the City of Palm Beach Gardens. See attached legal description.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; and further grants, to the fullest extent the undersigned has a power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on April 13, 1990.

Signed, sealed and delivered in the presence of:

Nancy A. Bishop
WITNESS

Dorise Beck
WITNESS

By: [Signature]
PRESIDENT

ATTEST: [Signature]
ASST. SECRETARY
(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 13th day of April, 1990, by Alec Engelstein and Patricia Jones respectively the President and Asst. Secretary of The Eagle Group, Inc., a Florida Corporation, on behalf of said corporation.

My Commission Expires:

[Signature]
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXP. 07/30/1992
MADE THIS GENERAL REG. USE.

ORB 6524 Pg 280

DESCRIPTION:

AN EASEMENT FOR ELECTRIC POWER PURPOSED OVER, ACROSS AND UNDER A STRIP OF LAND LYING IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 9, TOWNSHIP 42 SOUTH RANGE 43 EAST, COUNTY OF PALM BEACH, STATE OF FLORIDA, CITY OF PALM BEACH GARDENS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION, THE WEST LINE OF THE PLAT OF OMEGA COURT AS SAID PLAT IS RECORDED IN PLAT BOOK 34 AT PAGE 181 OF THE PUBLIC RECORDS OF SAID COUNTY IS ASSUMED TO BEAR NORTH 01° 54' 20" EAST AND ALL BEARINGS RECITE HEREIN ARE RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID PLAT OF OMEGA COURT; THENCE NORTH 01° 54' 20" EAST ALONG THE NORTH PROLONGATION OF THE WEST LINE OF SAID PLAT OF OMEGA COURT, (SAID WEST LINE ALSO BEING THE WEST LINE OF THAT CERTAIN PARCEL LAND DESCRIBED IN OFFICIAL RECORD BOOK 654, PAGE 148 AND OFFICIAL RECORD BOOK 2409, PAGE 1891 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY) A DISTANCE OF 327.70 FEET TO THE POINT OF BEGINNING; THENCE TRAVERSING ALONG THE FOLLOWING ELEVEN (11) NUMBERED COURSES AND DISTANCES:

1. NORTH 88° 05' 40" WEST A DISTANCE OF 8.00 FEET;
2. NORTH 01° 54' 20" EAST A DISTANCE OF 24.00 FEET;
3. NORTH 88° 05' 40" WEST A DISTANCE OF 104.00 FEET;
4. NORTH 01° 54' 20" EAST A DISTANCE OF 12.00 FEET;
5. SOUTH 88° 05' 40" EAST A DISTANCE OF 104.00 FEET;
6. NORTH 01° 54' 20" EAST A DISTANCE OF 388.50 FEET;
7. NORTH 88° 05' 40" WEST A DISTANCE OF 104.00 FEET;
8. NORTH 01° 54' 20" EAST A DISTANCE OF 12.00 FEET;
9. SOUTH 88° 05' 40" EAST A DISTANCE OF 104.00 FEET;
10. NORTH 01° 54' 20" EAST A DISTANCE OF 202.50 FEET TO A POINT ON AN ARC OF CURVE CONCAVE TO THE SOUTH (A RADIAL LINE PASSING THROUGH SAID POINT BEAR NORTH 00° 29' 08" WEST) HAVING A RADIUS OF 2270.02 FEET AND A CENTRAL ANGLE OF 84° 11' 50";
11. THENCE TRAVERSING ALONG THE FOLLOWING COURSES AND DISTANCES: WESTERLY ALONG THE ARC OF SAID CURVE (WHICH IS A CURVE LYING 10.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THAT CERTAIN EASEMENT DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 2882, PAGES 1888 THROUGH 1889 OF THE PUBLIC RECORDS OF SAID COUNTY) A DISTANCE OF 184.23 FEET TO A POINT ON AN ARC OF CURVE (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 78° 18' 28" CONCAVE TO THE EAST HAVING A RADIUS OF 590.00 FEET AND A CENTRAL ANGLE OF 02° 21' 42"); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.18 FEET TO A POINT OF REVERSE CURVE WHICH IS A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 02° 51' 48"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.99 FEET TO A RADIAL LINE; THENCE SOUTH 80° 48' 33" WEST ALONG SAID RADIAL LINE A DISTANCE OF 10.00 FEET TO A POINT ON AN ARC OF A CURVE (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 80° 28' 03" WEST) CONCAVE TO THE WEST HAVING A RADIUS OF 490.00 FEET AND A CENTRAL ANGLE OF 02° 51' 48"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.49 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 510.00 FEET AND A CENTRAL ANGLE OF 00° 28' 52"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 4.43 FEET TO A POINT ON AN ARC OF A CURVE (A RADIAL LINE PASSING THROUGH SAID POINT BEARING NORTH 04° 58' 11" WEST) CONCAVE TO THE SOUTH HAVING A RADIUS OF 2270.02 FEET AND A CENTRAL ANGLE OF 00° 29' 18"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.98 FEET TO A RADIAL LINE; THENCE NORTH 08° 34' 28" WEST ALONG SAID RADIAL LINE A DISTANCE OF 10.00 FEET TO A POINT ON AN ARC OF A CURVE CONCAVE TO THE SOUTH (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 05° 34' 28" WEST) CONCAVE TO THE NORTH HAVING A RADIUS OF 2280.02 FEET AND A CENTRAL ANGLE OF 60° 27' 41"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.00 FEET TO A POINT ON AN ARC OF A CURVE (A RADIAL LINE PASSING THROUGH SAID POINT BEAR SOUTH 78° 18' 28" WEST) CONCAVE TO THE EAST HAVING A RADIUS OF 510.00 FEET AND A CENTRAL ANGLE OF 02° 48' 29"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.00 FEET TO A RADIAL LINE; THENCE NORTH 02° 22' 54" EAST ALONG SAID RADIAL LINE A DISTANCE OF 10.00 FEET TO A POINT ON AN ARC OF A CURVE CONCAVE TO THE EAST (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 82° 22' 54" EAST) HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 02° 58' 14"; THENCE SOUTH ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.48 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN GRAINAGE EASEMENT CONVEYED IN OFFICIAL RECORD BOOK 2882, PAGES 1888 THROUGH 1889, SAID SOUTH LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2280.02 FEET AND A CENTRAL ANGLE OF 85° 00' 31"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.21 FEET TO A RADIAL LINE; THENCE SOUTH 00° 18' 32" WEST ALONG SAID RADIAL LINE A DISTANCE OF 10.00 FEET TO A POINT ON AN ARC OF A CURVE (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 00° 18' 53" EAST) CONCAVE TO THE SOUTH HAVING A RADIUS OF 2270.02 FEET AND A CENTRAL ANGLE OF 00° 27' 58"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.81 FEET TO A NON-TANGENT LINE, SAID NON-TANGENT LINE BEING THE NORTHERLY PROLONGATION OF THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN SAID DEED RECORDED IN OFFICIAL RECORD BOOK 2409, PAGE 1891; THENCE SOUTH 01° 54' 20" WEST ALONG SAID NORTHERLY PROLONGATION AND ALONG THE WEST LINE OF SAID CERTAIN PARCEL DESCRIBED IN SAID DEED RECORDED IN OFFICIAL RECORD BOOK 2409 AND ALONG A PORTION OF THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN SAID DEED RECORDED IN OFFICIAL RECORD BOOK 654, PAGE 148 A DISTANCE OF 699.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.2107 ACRE, MORE OR LESS.

J.B. BLUEPRINTERS, WEST PALM BEACH 33409

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

ORB 6524 Ps 261

UNDER A STRIP OF LAND
TOWNSHIP 42 SOUTH
CITY OF PALM BEACH
FLORIDA

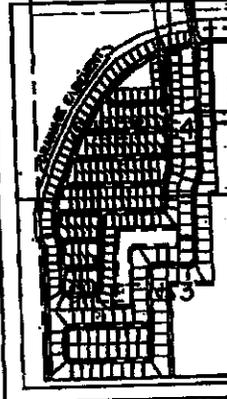
THE PLAT OF OMEGA COURT
THE PUBLIC RECORDS OF
AND ALL BEARINGS RECITED

A COURT; THENCE NORTH
BY LINE OF SAID PLAT OF
OF CERTAIN PARCEL OF
OFFICIAL RECORD BOOK
COUNTY) A DISTANCE OF
ALONG THE FOLLOWING

A POINT ON AN ARC OF A
THROUGH SAID POINT BEARS
FEET AND A CENTRAL ANGLE

DISTANCES: WESTERLY
10.00 FEET SOUTH OF
SEGMENT DESCRIBED IN DEED
THROUGH 1989 OF THE PUBLIC
TO A POINT ON AN ARC OF A
RADIUS SOUTH 78° 18' 28" WEST)
AND A CENTRAL ANGLE OF
TO CURVE A DISTANCE OF
FIVE CONCAVE TO THE WEST
OF 02° 51' 48" THENCE
21.00 FEET TO A RADIAL
LINE A DISTANCE OF
AL LINE PASSING THROUGH
THE WEST HAVING A RADIUS
THENCE NORTHERLY ALONG
A POINT OF REVERSE CURVE
AND A CENTRAL ANGLE OF
TO CURVE A DISTANCE OF
L LINE PASSING THROUGH
TO THE SOUTH HAVING A
98° 18"; THENCE WESTERLY
ET TO A RADIAL LINE;
NE A DISTANCE OF 10.00
E SOUTH (A RADIAL LINE
(WEST) CONCAVE TO THE
L ANGLE OF 00° 37' 41";
ANCE OF 28.00 FEET TO A
THROUGH SAID POINT BEARS
A RADIUS OF 510.00 FEET
LY ALONG THE ARC OF SAID
THENCE NORTH 82° 22' 54"
ET TO A POINT ON AN ARC
ING THROUGH SAID POINT
00.00 FEET AND A CENTRAL
F SAID CURVE A DISTANCE
CERTAIN DRAINAGE BASIN
1989 THROUGH 1989, SAID
SOUTH HAVING A RADIUS OF
ENCE WESTERLY ALONG THE
RADIAL LINE; THENCE SOUTH
OF 10.00 FEET TO A POINT
N SAID POINT BEARS NORTH
LINE OF 2270.08 FEET AND
LONG THE ARC OF SAID CURVE
ID NON-TANGENT LINE ALSO
OF THAT CERTAIN PARCEL
BOOK 2403, PAGE 18911
PROLONGATION AND ALONG
SAID DEED RECORDED IN
THE WEST LINE OF THAT
OFFICIAL RECORD BOOK 854
DESCRIPTIONS.

PROPOSED
PLAT
SIENA OAKS



LOCATION MAP
N.T.S.

DESCRIPTION PREPARED BY:

Rafael

4/17/90

RAFAEL SERRANO, P.L.S.
FLORIDA CERTIFICATE NUMBER 234
F.R.S. & ASSOCIATES, INC.
901 NORTHPOINT PARKWAY
SUITE 301
WEST PALM BEACH, FL 33407-195
TELEPHONE: 478-7178
OUR JOB NUMBER 89-S-46

SHEET No 1 OF 2 SHEETS

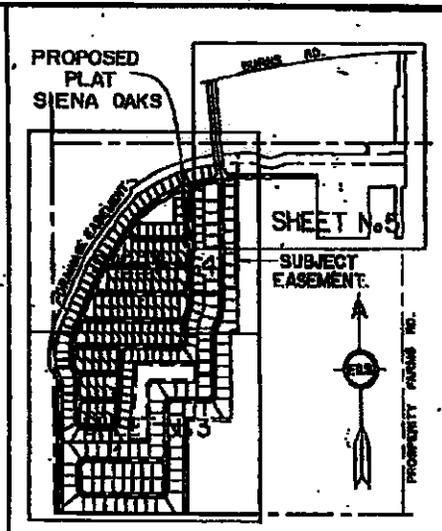
F.R.S. & ASSOCIATES
LAND SURVEYORS, LAND PLANNERS
WEST PALM BEACH, FLORIDA

SCALE: N.T.S.	APPROVED BY
DATE: 4/16/90	

DESCRIPTION SKETCH OF A U.E.
FOR FLORIDA POWER & LIGHT AS DESCRIBED
IN SHEET No 1 OF 2 SHEETS

ENCLOSURE MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

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LOCATION MAP
N.T.S.

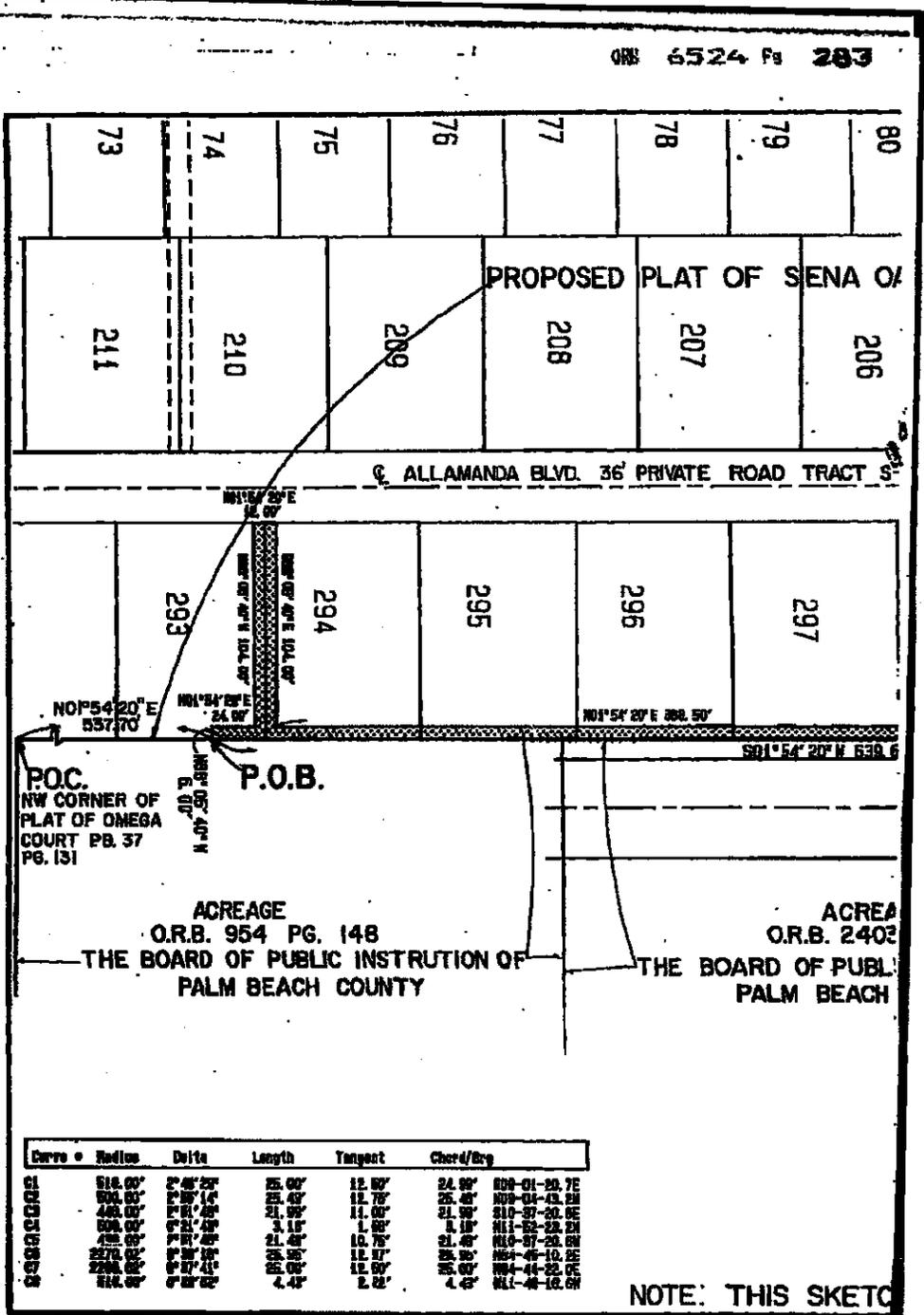
DESCRIPTION PREPARED BY:

[Signature] 4/17/90
 RAFAEL SERRANO, P.L.S.
 FLORIDA CERTIFICATE NUMBER 2345
 F.R.S. & ASSOCIATES, INC.
 901 NORTH-POINT PARKWAY
 SUITE 301
 WEST PALM BEACH, FL 33407-1953
 TELEPHONE: 478-7178
 OUR JOB NUMBER 89-S-46

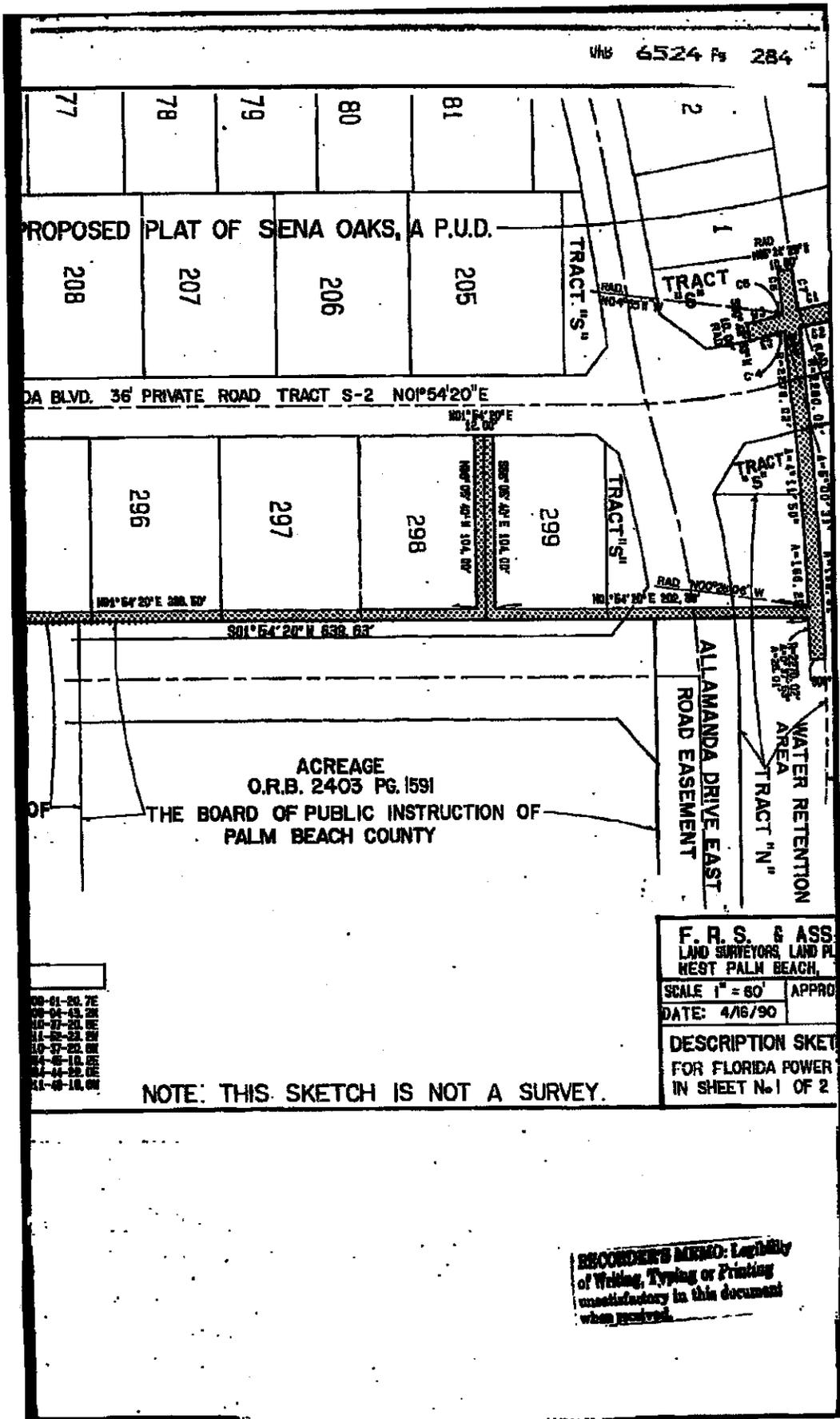
SHEET No. 1 OF 2 SHEETS.

F.R.S. & ASSOCIATES LAND SURVEYORS, LAND PLANNERS WEST PALM BEACH, FLORIDA		
SCALE: N.T.S.	APPROVED BY	DRAWN BY J.R.
DATE: 4/16/90		JOB NO.
DESCRIPTION SKETCH OF A U.E. FOR FLORIDA POWER & LIGHT AS DESCRIBED IN SHEET No. 1 OF 2 SHEETS		89-S-46-A
		DRAWING NUMBER

RECORDERS MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when recorded.



RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.



WILL CALL DRAWER #28

OCT-11-1990 11:33am 90-291822
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PREPARED BY & RETURN TO:

Jeffrey D. Kneen
 Levy, Kneen, Boye, Wisner,
 Goldstein & Kornfeld P.A.
 Suite 1000
 1400 Centrepark Blvd.
 West Palm Beach, FL 33401

INDEX

DECLARATION OF RESTRICTIONS
 FOR
 SIENA OAKS

	<u>PAGE</u>
ARTICLE I - DEFINITIONS	4
Section 1. "Association"	4
Section 2. "Owner"	4
Section 3. "Properties"	4
Section 4. "Common Area"	4
Section 5. "Unit"	5
Section 6. "Estate Home Units"	5
Section 7. "Patio Home Units"	5
Section 8. "Declarant"	5
Section 9. "Articles and By-Laws"	5
Section 10. "Public Records"	5
Section 11. "Institutional Mortgagee"	5
ARTICLE II - ANNEXATION AND WITHDRAWAL	5
Section 1. Annexation of Declarant.	5
Section 2. Annexation by Members.	6
Section 3. Withdrawal.	6
Section 4. Dissolution.	6
ARTICLE III - PROPERTY RIGHTS	6
Section 1. Owners' Easements of Enjoyment.	6
Section 2. Delegation of Use.	6
ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS	7
Section 1. Membership.	7
Section 2. Voting.	7
ARTICLE V - COVENANT FOR ASSESSMENTS	7
Section 1. Payment of Assessments.	7
Section 2. Manner of Sharing Assessments.	8
Section 3. Creation of the Lien and Personal Obligation of Assessments.	8
Section 4. Commencement of First Assessment.	8
Section 5. Establishment of Assessments.	8
Section 6. Effect of Nonpayment of Assessments; Remedies of the Association.	9
Section 7. Subordination of the Lien to Mortgages	10
ARTICLE VI - MAINTENANCE OBLIGATION OF ASSOCIATION	10
Section 1. Common Area.	10
Section 2. Grounds Keeping Services.	10
Section 3. Right of Entry by Association.	11
Section 4. Others.	11
ARTICLE VII - MAINTENANCE OBLIGATION OF UNIT OWNERS	11
Section 1. Owner's Responsibility.	11
Section 2. Owner Liability.	12
ARTICLE VIII - EASEMENTS	12
Section 1. Easement for Encroachments.	12
Section 2. "Zero Lot Line" Easement.	12

ORB 6607 Pg 396

	<u>PAGE</u>
ARTICLE IX - ARCHITECTURAL CONTROL COMMITTEE	12
Section 1. Approval Necessary.	12
Section 2. Membership to Committee.	13
Section 3. Endorsement of Plans.	13
Section 4. Construction to be in Conformance with Plans.	13
Section 5. Deemed Approval.	13
Section 6. Right of Entry.	13
Section 7. Declarant Exempt.	14
ARTICLE X - RIGHTS OF DECLARANT	14
Section 1. Sales Office.	14
Section 2. Easements.	14
ARTICLE XI - ASSIGNMENT OF POWERS	14
ARTICLE XII - PROHIBITED USES	14
Section 1. Garbage and Trash.	14
Section 2. Temporary Structures.	14
Section 3. Animals.	14
Section 4. Stables.	14
Section 5. Pools.	14
Section 6. Vehicle Parking.	15
Section 7. Signs.	15
Section 8. Business.	15
Section 9. Maintenance.	15
Section 10. Nuisance.	15
Section 11. Unlawful Uses.	14
Section 12. Antennas.	15
Section 13. Occupants.	15
Section 14. Use.	15
Section 15. Interference.	15
Section 16. Clothes Line.	15
Section 17. Fences.	15
Section 18. Wells.	15
Section 19. Boundary Line Wall.	16
Section 20. Not Applicable to Declarant.	16
ARTICLE XIII - GENERAL PROVISIONS	16
Section 1. Enforcement.	16
Section 2. Severability.	16
Section 3. Amendment.	16
Section 4. Notices.	17
Section 5. Permits, Licenses and Easements.	17
Section 6. Leasing of Units.	17
ARTICLE XIV - INFORMATION TO LENDERS AND UNIT OWNERS	17
Section 1. Records Available.	17
Section 2. Financial Statement.	17
Section 3. Notices.	17
Section 4. Conflicts	18
ARTICLE XV - INSURANCE	18
Section 1. Units.	18
Section 2. Common Areas.	18
Section 3. Flood Insurance.	18
Section 4. Liability Insurance.	19
Section 5. Fidelity Bonds.	19
Section 6. Purchase of Insurance.	19
Section 7. Cost and Payment of Premiums.	20
Section 8. Owners' Responsibility.	20
Section 9. Association as Agent.	20

ORF 6607 P 377

	PAGE
Section 10. Estimates.	20
Section 11. Assessments.	20
Section 12. Authority of Association.	20

EXHIBITS

EXHIBIT A - Legal Description	22
EXHIBIT B - Articles of Incorporation of Association	
EXHIBIT C - By-Laws of Association	

VRS 0007 19 370

Prepared by:
 Jeffrey D. Kneen, Esq.
 Levy, Kneen, Boyes, Wiener,
 Goldstein & Kornfeld, P.A.
 1400 Centrepark Boulevard
 Suite 1000
 West Palm Beach, Florida 33401
 Telephone: (407) 478-4700

DECLARATION OF RESTRICTIONS
 FOR
 SIENA OAKS

THIS DECLARATION, made by THE ENGLE GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW, THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SIENA OAKS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, sometimes referred to as SIENA OAKS, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners. Initially, the Common Area shall consist of all portions of the Properties which are not Units, nor dedicated to a governmental entity or the public, and shall specifically include Private Road Tracts S-1, S-2, S-3, S-4, S-5, S-6, S-8, S-9, S-10, S-11, S-12 and S-13; Drainage Easements; Landscape Tracts B, C, D, E, F, G, H, I, J, K, L and M; Recreation Area Tract P; Lake Access Easement Tract T; Tract U; Tract V; Landscaping for Tract Q; Landscape and Buffer Tract O;

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and Tracts A and S; all as shown on the Plat of "Siena Oaks, A P.U.D." recorded in the Public Records of Palm Beach County, Florida.

Section 5. "Unit" shall mean and refer to either an Estate Home Unit or a Patio Home Unit, as hereinafter described in Sections 6 and 7 of this Article I.

Section 6. "Patio Home Units" shall mean and refer to the following platted Lots as set forth and shown in the Plat of "Siena Oaks, A P.U.D.", as recorded in the Public Records of Palm Beach County, Florida: Lots 1 through 204, inclusive; and in the event additional land is annexed to the Properties in accordance with the provisions of Article II hereof, additional lots may be so designated, as appropriate, by Declarant in the Notice of Declaration recorded in the Public Records.

Section 7. "Estate Home Units" shall mean and refer to the following platted Lots as set forth and shown in the Plat of "Siena Oaks, A P.U.D.", as recorded in the Public Records of Palm Beach County, Florida: Lots 205 through 299, inclusive; and in the event additional land is annexed to the Properties in accordance with the provisions of Article II hereof, additional lots may be so designated, as appropriate, by Declarant in the Notice of Declaration recorded in the Public Records.

Section 8. "Declarant" shall mean and refer to The Engle Group, Inc., a Florida corporation, its specific successors and assigns as set forth in ARTICLE XI hereof.

Section 9. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as EXHIBIT B, and By-Laws for the Association be adopted substantially in the form attached hereto as EXHIBIT C.

Section 10. "Public Records" shall mean the public records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

Section 11. "Institutional Mortgagee" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, a mortgage banker, any other lender generally recognized as an institutional-type lender, or developer, holding a mortgage on a Unit.

ARTICLE II

ANNEXATION AND WITHDRAWAL

Section 1. Annexation of Declarant. Until such time as Class B Membership to the Association has ceased pursuant to the provisions of ARTICLE IV hereof, additional residential property and/or Common Area may be annexed to the Properties with the consent and approval of Declarant. Except for applicable governmental approvals, no consent from any other party, including Class A members, or any mortgagees of any Units shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by Declarant in the Public Records. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added

land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Properties.

Section 2. Annexation by Members. At such time as Class B Membership has ceased pursuant to the provisions of ARTICLE IV hereof, additional lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association and applicable governmental approvals.

Section 3. Withdrawal. For a period of five years from the date of recordation of this Declaration, the Declarant shall be entitled to withdraw any portion of the Properties which are described in Exhibit A affixed hereto (or any additions thereto which may be annexed in accordance with the provisions of Section 1 of this Article II) from the provisions and applicability of this Declaration and the Articles and By-Laws attached hereto, by recording a notice thereof in the Public Records; provided, however, that this right of Declarant to withdraw shall not apply to any portions of the Properties which have been conveyed to a Purchaser thereof unless said right is specifically reserved in such conveyance. The withdrawal of any portion of the Properties as hereinabove stated shall not require the consent or joinder of any other party, including any Owner, the Association, or any Mortgagee of the Properties, provided applicable governmental approvals are obtained.

Section 4. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties. Assets of the Association pertaining to the Surface Water Management System (under the jurisdiction of the South Florida Water Management District) shall be offered for dedication to the applicable governmental agency, and if refused, then dedicated to another not-for-profit Florida corporation formed for such purposes.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(b) The right of the Association to grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties.

(c) The right of any easements of exclusive use pursuant to the provisions of Section 1.(d) of Article VII hereof.

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property.

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ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B members shall be the Declarant and shall be entitled to three hundred (300) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) Four (4) months after 75% of the Units that will be ultimately operated by the Association have been conveyed to Unit purchasers; or,

(b) Five years following conveyance of the first Unit in the Properties to a Unit purchaser; or,

(c) Such earlier date as Declarant may determine.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. The Declarant hereby covenants, creates and establishes, and each Owner of a Unit, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this ARTICLE V:

(a) An annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes.

(b) Any special assessments for capital improvements to the Common Area, emergencies, or non-recurring expenses of the Association.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes.

(f) A special assessment for cable television service in the event of a Bulk Service Agreement, in accordance with the terms and provisions of subparagraph (f) of Section 5 of this Article V.

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Section 2. Manner of Sharing Assessments. Assessments determined by the Board of Directors of the Association, as herein set forth, shall be shared in the following manner:

(a) Annual assessments as determined under Section 1.(a) above, special assessments as determined under Section 1.(b) above and assessments for reserves under Section 1.(e) above shall be shared as follows:

(i) Each Estate Home Unit: .34902%.

(ii) Each Patio Home Unit: .32765%.

(The foregoing percentages have been rounded off so as to permit equal assessments to the applicable Unit types.)

(b) Fees and charges under Sections 1.(c) and 1.(d) above shall only be charged to an applicable Unit as the occasion shall rise, as therein set forth.

(c) Special assessments for cable service under Section 1.(f) above shall be shared in equal amounts by all Units.

Section 3. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties hereby covenants, and each Owner of any Unit by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the assessments, charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Unit, name of the Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees and personal representatives.

Section 4. Commencement of First Assessment. Assessments provided herein shall first commence as to each Unit on the day of the conveyance of title of each Unit by Declarant (unless otherwise specifically set forth by Declarant in such conveyance to the contrary). The annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date.

Section 5. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) Annual assessments against the Owners of all of the Units shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed. Annual assessments shall include an amount for "Reserves for Replacement" so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Areas.

(b) Special Assessments against the Owners and all other fees, dues and charges, including assessments for the creation

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of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Units for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

(d) The Association shall prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(e) Declarant shall establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected by the Declarant from each Unit Purchaser at the time of conveyance of each Unit to such Purchaser in an amount equal to two months of the annual assessment for each Unit. Each Unit's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Unit and for the use and benefit of the Association. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund are not to be considered as advance payment of regular assessments. In the event that during the startup of the Association, the Association does not have adequate working capital to meet its expenses, the Declarant may, but is not obligated, to advance funds on behalf of the Association, and to be reimbursed by the Association from such Working Capital Fund.

(f) The Association may, in its sole discretion, enter into a Bulk Service Agreement with a cable television operator for the provision of basic cable television service to be provided for all Units. In such event, the expenses for basic service shall be a portion of the monthly assessment to all Units, and paid by all Units as a special assessment for cable television service, and paid in equal amount by Owners of all Units. Such special assessment shall be due by all Unit Owners whether or not cable television service is used or desired by the Owners of any Unit.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

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Section 7. Subordination of the Lien to Mortgages. As hereinabove provided in Section 3, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Unit or to a mortgage by an Institutional Mortgagee on any Unit, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Unit being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Unit; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or deed in lieu of foreclosure by a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Unit or chargeable to the former owner of the Unit which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Units (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

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ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Area. The Association shall at all times maintain, repair and replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair.

Section 2. Grounds Keeping Services. Grounds Keeping Services, as hereinafter defined, shall be provided by the Association to all Units. For purposes hereof, Grounds Keeping Services shall consist of the maintenance of all landscaping, vegetation, grass, plants, trees and the like located upon each Unit; provided, however, that if any of the foregoing landscaping requires replacement, it shall be the responsibility of, and at the expense of, the Owner of the applicable Unit to make such replacement. Said Grounds Keeping Services shall be contracted by the Association. In the event that there is a fenced-in area upon a Unit, adequate access to this area shall be provided to enable the Association to perform this maintenance, but if none is so provided or if the access is locked or otherwise made inaccessible, then the Association shall not be responsible for providing any maintenance within this area, and the Owner thereof shall have such responsibility and shall not be entitled to claim any abatement of any portion of the Annual Assessment by the Association due to such situation. If the installation of fencing or additional landscaping by an Owner increases the cost to the Association of performing this landscape maintenance, then the Board of Directors may cause such Owner to pay such increases as a Special Assessment. The maintenance, repair and replacement of sprinkler heads serving each Unit shall be a part of Grounds Keeping Services, and the cost thereof shall be a portion of the Annual Assessment. Maintenance, repair or replacement of any other portions or parts of a Unit's sprinkler system, shall be the responsibility of that Unit's Owner. If a Unit Owner fails or refuses to make required repairs or replacements of his sprinkler system, except as to the sprinkler heads, after reasonable notice from the Association to do so, the Association may enter upon said Unit and perform such required work to the sprinkler system; and the cost thereof, plus reasonable

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overhead costs of the Association, shall be a Special Assessment upon such Unit.

Section 3. Right of Entry by Association. Whenever it is necessary to enter a Unit for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the dwelling or improvements upon the Unit, the Owner thereof shall permit an authorized agent of the Association to enter such dwellings, or go upon the Unit, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

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Section 4. Others. Upon request of the Declarant, and as deemed appropriate by the Board of Directors, the Association shall maintain the vegetation, landscaping and sprinkler system upon areas which are not within the Properties but abut same or are owned by a utility or governmental authority, so as to enhance the appearance of the Properties, such as swale areas or median areas within the right of way of abutting public streets, roads and areas within drainage canal rights of ways or other abutting waterways.

ARTICLE VII

MAINTENANCE OBLIGATION OF UNIT OWNERS

Section 1. Owner's Responsibility.

(a) Each Unit Owner is responsible for the repair, maintenance and/or replacement at his expense of all portions of the dwelling, landscaping and other improvements constructed on his Unit excluding, however, Grounds Keeping Services as set forth in Section 2 of Article VI hereof. Accordingly, each Owner shall maintain at his expense the exterior and interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense all structural, electrical, mechanical and plumbing elements thereof. Owners are strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Directors and the Architectural Control Committee.

(b) The sprinkler system for each of the Units which abut Tract "N" - Water Management Tract (the Lake), as shown on the Plat of "Siena Oaks, A P.U.D." shall be extended so as to irrigate that portion of the Lake Bank which abuts each such Unit and such system shall be operated as directed by the Board of Directors of the Association. The Lake Bank is a portion of the common area of the Association and shall be maintained by the Association. The Association shall also maintain that portion of the sprinkler system which has been extended into such common area for irrigation of the Lake Bank.

(c) Declarant shall provide, at the time of construction of a dwelling on each Unit, a post light, which post lights shall provide street lighting for Siena Oaks. Each post light will be connected to a Unit Owner's dwelling, and each Unit Owner shall be responsible for the maintenance and replacement of said post light. Said post lights shall be operated in accordance with the directions of the Board of Directors of the Association.

(d) Proviso: Due to the isolated configuration and location of certain Landscape Tracts of Common Area, it may be

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advantageous for the sprinkler system of a Unit to be extended so as to provide irrigation for landscaping of such a tract of Common Area. In consideration of a Unit's sprinkler system being so extended, an exclusive easement of use shall be granted to such Unit, as a covenant running with the land to permit the Owner of such Unit, and his successors and assigns, the exclusive use of such tract of Common Area. By acceptance of such easement of exclusive use, the Owner, for himself and for his successors and assigns, as a covenant running with the land, agrees to be obligated to permit his Unit's sprinkler system to operate thereon and, the Owner shall be responsible and obligated to maintain such tract and the sprinkler system thereon in the same manner as his Unit.

Section 2. Owner Liability. Should any Owner do any of the following:

(a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE VII; or,

(b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,

(c) Undertake unauthorized improvements or modifications to his dwelling or to any other portion of his Unit or to the Common Area, as set forth herein.

The Association, after approval of two-thirds (2/3rds) vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees, to enter upon said Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Unit is subject.

ARTICLE VIII

EASEMENTS

Section 1. Easement for Encroachments. In the event that any dwelling or other improvement upon a Unit, as originally constructed by Declarant, shall encroach upon any other Unit or improvement thereon, or upon the Common Area, then an easement appurtenant to such Unit shall exist for so long as such encroachment shall naturally exist.

Section 2. "Zero Lot Line" Easement. There is hereby established a three-foot easement upon each Unit, which is located three (3) feet from and parallel to the boundary of each such Unit that is contiguous to the "Zero Lot Line" boundary of a contiguous Unit, for purpose of incidental encroachments of the structure, including an overhang and gutter, drainage, plumbing clean outs, air conditioning drains, maintenance, repair or replacement of the wall of the adjacent Unit, access for other lawful purposes and for the benefit of Florida Power and Light Company for the provision and maintenance of electrical service to the adjacent Unit. Such easement shall become effective upon the construction of a dwelling which abuts said "Zero Lot Line" boundary of such contiguous Unit.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each Unit, as originally constructed and provided by Declarant, be

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altered, changed, repaired or modified unless prior to the commencement of any work thereof, two complete plans and specifications therefor, including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Unit with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by an Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit.

Section 2. Membership to Committee. The Architectural Committee shall, until their successors are appointed, consist of the following:

John Kraynick
Lawrence Shaw
Jeffrey Lothian

Until such time as Declarant's Class B membership expires as provided in Article IV hereof, in the event of the resignation, failure, refusal or inability of any member to act, Declarant shall have the right to appoint a person to fill such vacancy, and in the event Declarant fails to fill such vacancy within thirty (30) days of such occurrence, and upon the expiration of said Class B membership, the Board of Directors shall select and fill any such vacancy by appointment for a term as determined by the Board.

Section 3. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee.

Section 5. Deemed Approval. After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this ARTICLE IX unless notice to the contrary shall have been recorded in the Public Records, or legal proceedings shall have been instituted to enforce such compliance.

Section 6. Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

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Section 7. Declarant Exempt. The Declarant, Units owned by Declarant and improvements made by Declarant shall be exempt from the application of this ARTICLE IX and Declarant therefore is not obligated to comply with the provisions hereof.

ARTICLE X

RIGHTS OF DECLARANT

Section 1. Sales Office. For so long as the Declarant owns any property affected by this Declaration the Declarant shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Declarant, including but not limited to, the right to maintain model dwellings, have signs on any portion of the Properties, employees in the offices, use the Common Area and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Easements. For a period of fifteen (15) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, easements for ingress and egress, for drainage, utilities service, cable TV and/or CATV service and other similar purposes over, upon and across the Properties so long as any said easements do not run under any dwellings on the Units nor interfere with the intended uses of any portion of the Properties.

ARTICLE XI

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records.

ARTICLE XII

PROHIBITED USES

Section 1. Garbage and Trash. All garbage cans, trash containers, bicycles and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities.

Section 2. Temporary Structures. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee.

Section 3. Animals. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Unit; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the Owner's Unit and shall be walked only on areas designated for pets by the Board of Directors, if any.

Section 4. Stables. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Unit.

Section 5. Pools. No swimming pool, jacuzzi or similar structure or appurtenant equipment shall be constructed, erected or maintained on any Unit, such that it is visible from any street without prior approval of the Architectural Committee.

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Section 6. Vehicle Parking. No boats, campers or trailers shall be parked on the Properties. No vehicles used in business for the purposes of transporting goods, equipment and the like or any trucks which are larger than one-half (1/2) ton capacity shall be parked on the Properties. Personal street vans, personal trucks of one-half (1/2) ton capacity or smaller or personal vehicles which can be appropriately parked within a standard-sized parking stall may be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Properties or a Unit except on the surfaced, parking area thereof. No vehicle repairs or maintenance shall be allowed on the Properties.

Section 7. Signs. No signs, except as approved by the Architectural Committee, shall be placed, erected or displayed on any Unit, provided, however, a "For Sale" or "For Rent" sign no larger than eighteen (18) inches by eighteen (18) inches shall be permissible.

Section 8. Business. No trade or business shall be conducted, nor any commercial use made of any Unit.

Section 9. Maintenance. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in first class condition with well kept lawn and well maintained landscaping.

Section 10. Nuisance. No nuisance shall be allowed upon any Unit or any use or practice that is a source of annoyance to other Unit Owners or interferes with the peaceful possession and proper use of the Units by the residents thereof.

Section 11. Unlawful Uses. No improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 12. Antennas. No television or radio masts, towers, poles, antennas or aerials may be erected, constructed, or maintained.

Section 13. Occupants. Each Unit is restricted to residential use as a single family residence by the Owner or Owners thereof, their immediate families, guests and invitees, or their lessees.

Section 14. Use. No person shall use the Unit or any parts, thereof, in any manner contrary to this Declaration.

Section 15. Interference. No Owner nor the Architectural Committee, nor their use of any Units, shall interfere with the Declarant's completion and sale of the Units.

Section 16. Clothes Line. No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a dwelling such that the same is visible from any street.

Section 17. Fences. No fence, or other improvement, shall be erected upon a Unit which is deemed by the Association to interfere with the common sprinkler system upon the Properties, or which interferes with the landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increase in any other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association.

Section 18. Wells. No individual water supply system shall be permitted on any Unit, except the installation required for the individual water supply for irrigation purposes of the landscaping

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upon a Unit; provided, however, that the following must be complied with by such Unit Owner:

(a) Any individual water supply must be installed, operated and maintained in such a manner as to prevent iron stains and/or discoloring of any exterior improvements upon the Unit, including but not limited to cement areas, the exterior finish of any dwelling or other building, structure or fencing, or any vehicles.

(b) Such Owner shall be required to clean, repair or replace any and all improvements which are discolored due to iron stains caused by such water supply system due to a direct or indirect result of the operation of such water supply system, within thirty days of notice by the Association.

Section 19. Boundary Line Wall. Units upon which a residential dwelling is constructed in such a manner that a structural wall of the dwelling abuts the boundary line of a Unit (the "Zero Lot Line Boundary"), then and in that event the Owner of such dwelling shall not possess the right to cut windows or other openings in such wall, such prohibition being for the purpose of enhancing the privacy of the Owner of the adjoining dwelling.

Section 20. Not Applicable to Declarant. The above restrictions set forth in this ARTICLE III shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the Properties.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time, and from time to time by one of the following methods:

(a) Until such time that Class B Membership in the Association terminates, by a vote of a majority of the Board of Directors at a duly called meeting of the Board of Directors, and evidenced by a certification thereof by the Secretary of the Association and recorded in the Public Records; or

(b) By a majority vote of Owners at a duly called meeting of the members at which a quorum is present as evidenced by a certification thereof by the Secretary of the Association and recorded in the Public Records; or

(c) By the execution and recordation in the Public Records of an instrument executed by Owners who are entitled to vote a majority of all of the votes of the Association.

ORB 6607 Pg 411

Notwithstanding any of the above, for such time that Declarant owns one or more Units, Declarant's written consent must first be obtained. The Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. No amendment shall affect the Surface Water Management System unless prior written approval is obtained from the South Florida Water Management District.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Permits, Licenses and Easements. The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Properties, as so determined by the Board of Directors of the Association.

Section 6. Leasing of Units. In the event an Owner leases his Unit, such lease shall contain a covenant that the Lessee acknowledges that the Unit is subject to this Declaration of Restrictions and is familiar with the provisions hereof, and the uses and restrictions contained herein, and agrees to abide by all such provisions. In the event a lease of a Unit does not contain language to the effect of the foregoing, then the Association may declare the lease void and take such further action as the Association deems applicable, including a "removal action" against the tenant and the Unit Owner. All costs and expenses of the foregoing shall be the cost and expense of such Unit Owner. The Owner shall be liable and fully responsible for all acts of his Lessee and responsible for the compliance of the Lessee of all provisions of this Declaration.

ARTICLE XIV

INFORMATION TO LENDERS AND UNIT OWNERS

Section 1. Records Available. The Association shall make available to Unit Owners and to holders, insurers, or guarantors of any first mortgage on any Unit, current copies of this Declaration of Restrictions, the Articles of Incorporation or By-Laws of the Association, other rules concerning these Properties and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Financial Statement. Any holder of a first mortgage upon a Unit shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Notices. Upon written request to the Association by a holder, insurer, or guarantor of any first mortgage of a Unit (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the Unit number and address thereof, the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Properties, or any Unit on which there is a first mortgage held by the Lender;

ORB 6607 Ps 412

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 4. Conflicts. As determined by Declarant, there may be incorporated as part of this Declaration, and, where applicable, the Articles and Bylaws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Unit eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or Bylaws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA. Should FNMA, FHLMC, GNMA, VA or FHA require an amendment to this Declaration, the Articles or Bylaws, then such amendment may be made and filed by the Declarant or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner.

ARTICLE XV

INSURANCE

Section 1. Units. The Association has no responsibility to purchase or maintain any fire or hazard insurance with respect to the dwellings or other improvements upon Units; the Owners thereof shall be solely responsible therefore.

Section 2. Common Areas. The Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) and any common personal property and supplies. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Common Areas, exclusive of land, foundation, excavation and other items normally excluded from coverage. The policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement".

Section 3. Flood Insurance. If the Properties are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon a policy of flood insurance on Common Areas and any buildings or other common property covered by the required form of policy (herein "Insurable Property"), in an amount deemed appropriate, but not less than the following:

The lesser of (i) the maximum coverage available under NFIP for all buildings and other Insurable Property within any portion of the Common Area located within a designated flood

APP 4407 08 417

hazard area; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other Insurable Property.

Section 4. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all the Common Area. The coverage shall be at least for One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association.

Section 5. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee.

(b) The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;

(c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Owner's Association as a common expense;

(d) The bond shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

Section 6. Purchase of Insurance. All insurance purchased pursuant to this ARTICLE XV shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against

ADD 4407 8- 111

each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 7. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 8. Owners' Responsibility. Each Owner may obtain insurance, at his own expense, affording coverage upon his own personal property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right of contribution.

Section 9. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each owner of a Mortgage upon a Unit and for each Owner of any other interest in a Unit or the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 10. Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, of those required by any Institutional Mortgagee involved.

Section 11. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to all other improvements shall be uniform against all Owners.

Section 12. Authority of Association. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 21 day of September, 1999.

DECLARANT:

THE ENGLE GROUP, INC., a Florida corporation

By [Signature]
Its Vice-President

(CORPORATE SEAL)



ORB 6607 Ps 415

STATE OF FLORIDA)
: SS.
COUNTY OF PALM BEACH)

Before me personally appeared JOHN A. KRAYNICK, as Vice-President of THE ENGLE GROUP, INC., a Florida corporation, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Vice-President of said corporation, and he acknowledged to and before me that he executed such instrument as such Vice-President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 21st day of September, 1999.



(NOTARIAL IMPRESSION SEAL)

Dawn McCaffrey
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. NOV. 23, 1992
BONDED THRU GENERAL INS. UND.

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THIS INSTRUMENT PREPARED BY:
JEFFREY D. KNEEN, ESQUIRE
LEVY, KNEEN, BOYES, WIENER,
GOLDSTEIN & KORNFELD, P.A.
Suite 1000
1400 Centrepark Boulevard
West Palm Beach, Florida 33401

CONSENT OF MORTGAGEE TO
DECLARATION OF RESTRICTIONS FOR SIENA OAKS

The undersigned is the record owner of a Mortgage Lien, by virtue of that certain Mortgage hereinafter described, encumbering the land described in that certain Declaration of Restrictions for Siena Oaks to which this Consent is attached. The execution hereof is to acknowledge consent of the undersigned to the execution and recording in the Public Records of Palm Beach County, Florida, the Declaration of Restrictions for Siena Oaks, thereby encumbering the above referenced lands with such Declaration.

The undersigned is the record owner of the Mortgage recorded in Official Record Book 6300, at Page 1556, Public Records of Palm Beach County, Florida.

THE CHASE MANHATTAN BANK (N.A.)

WITNESSES:

[Signature]
[Signature]

By

Its COLIN M. THOMAS ~~President~~
Assistant Treasurer

STATE OF ~~FLORIDA~~ ^{NEW YORK})
COUNTY OF ~~PALM BEACH~~ ^{NEW YORK}) 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 COLIN M. THOMAS well known to me to be the person described in and who executed the foregoing instrument as Assistant ~~President~~ of CHASE MANHATTAN BANK (N.A.), a national banking association, and he acknowledged before me that he executed the same freely and voluntarily under authority duly vested in him by said CHASE MANHATTAN BANK (N.A.), and that the seal affixed thereto is the true corporate seal of said national banking association.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of October, 1990.

(NOTARIAL IMPRESSION SEAL)

Sylvia S. Spielberg
Notary Public
My Commission Expires: 12/31/92

SYLVIA S. SPIELBERG
Notary Public, State of New York
No. 01SP496872A
Qualified in Kings County
Commission Expires Aug 14, 1992

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CONSENT OF MORTGAGEE TO
DECLARATION OF RESTRICTIONS FOR SIENA OAKS

The undersigned is the record owner of a Mortgage Lien, by virtue of that certain Mortgage hereinafter described, encumbering the land described in that certain Declaration of Restrictions for Siena Oaks to which this Consent is attached. The execution hereof is to acknowledge consent of the undersigned to the execution and recording in the Public Records of Palm Beach County, Florida, the Declaration of Restrictions for Siena Oaks, thereby encumbering the above referenced lands with such Declaration.

The undersigned is the record owner of the Mortgages recorded in Official Record Book 6299, at Page 82, and Official Record Book 6299, at Page 135, Public Records of Palm Beach County, Florida.

JOHN D. AND CATHERINE T.
MACARTHUR FOUNDATION, an
Illinois not-for-profit
corporation

By: *J. Martin*
Vice President

STATE OF FLORIDA

COUNTY OF PALM BEACH

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 Lawrence G. Martin well known to me to be the person described in and who executed the foregoing instrument as Vice President of JOHN D. and CATHERINE T. MACARTHUR FOUNDATION, an Illinois not-for-profit corporation, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of October, 1990.

Maxine G. Reed
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. DEC 31, 1991
ISSUED THRU GENERAL INV. LNO.



ORB 6607 Pg 418

EXHIBIT A TO DECLARATION OF RESTRICTIONS FOR
SIENA OAKS

LEGAL DESCRIPTION

All the lands within the Plat of "Siema
Oaks, A P.U.D.", in accordance with the
Plat thereof recorded in Plat Book
65, Page 128, Public
Records of Palm Beach County, Florida.

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State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SIENA OAKS HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 18, 1989, as shown by the records of this office.

The document number of this corporation is N35741.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
20th day of December, 1989.



Jim Smith
Secretary of State

CR2E022 (8-89)



URB 6607 Pg 42U

ARTICLES OF INCORPORATION
OF
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

FILED
DEC 18 PM 2 25
SECTION 607.01
PALM BEACH COUNTY, FLORIDA

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is SIENA OAKS HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The street address of the Registered Office of the Association is Suite 300, 123 NW 13th Street, Boca Raton, Florida 33432 and the name of the Registered Agent is Martin Bishop.

ARTICLE III

All definitions in the Declaration of Restrictions to which these Articles are attached as Exhibit "B" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV

PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Units and Common Area, and improvements thereon, within that certain real property (and any additions thereto) described in the "Declaration of Restrictions" to which these Articles of Incorporation are attached as Exhibit "B", as recorded in the Public Records, (hereinafter referred to as the "Declaration"), and to promote the health, safety and welfare of the members of the Association and provide recreational facilities for the members.

ARTICLE V

POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration or By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all

EXHIBIT B

ORB 6607 Pg 421

licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3rds) of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Unit;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, except as otherwise provided in ARTICLE II of the Declaration;

(g) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(h) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise;

(i) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided the Owners including but not limited to garbage pick-up and other utilities and master antenna or cable television and/or radio system and the servicing and monitoring of the medical/fire/burglary system in each residence.

PROVISO: Notwithstanding the foregoing, until such time as Class B Membership in the Association ceases, as hereinafter set forth, the powers of the Association as set forth in Paragraphs (d), (e) and (f) may be exercised solely by the Board of Directors.

ARTICLE VI

MEMBERSHIP

Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

ARTICLE VII

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, and shall be entitled to one (1) vote for each Unit owned. When more

ORB 6607 Pg 422

than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

Class B. The Class B member shall be the Declarant, and shall be entitled to three hundred (300) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) Four (4) months after 75% of the Units that will be ultimately operated by the Association have been conveyed to Unit purchasers; or,

(b) Five (5) years following conveyance of the first Unit in the Properties to a Unit purchaser; or,

(c) Such earlier date as Declarant may determine.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) persons who need not be members of the Association, until such time that Declarant's Class B membership terminates, at which time all Directors shall be members of the Association. Initially, the Board shall consist of three (3) members. At the time of the first election of Directors by members, the number of Directors shall be increased to five (5).

The first election of Directors shall be held when Class B membership ceases as provided in ARTICLE VII hereof at a meeting of the members called for that purpose. The Directors elected at this first election shall serve until the next annual members' meeting, at which time another election shall take place, and annually thereafter.

At each annual election of Directors by members, five (5) Directors shall be elected, of which three (3) Directors shall be elected by Owners of Patio Home Units, and two (2) Directors shall be elected by Owners of Estate Home Units. The nomination and election process shall take place in accordance with the terms and provisions of the By-Laws. At each annual election, Directors shall be elected for a one (1) year term. At the expiration of any term, any Director may be re-elected.

The Directors named in these Articles shall serve until the first election of Directors by members, and any vacancies in their number occurring before the first election shall be filled by the Class "B" Member. The Class B Member shall have the right to remove and replace Directors until the first election of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

NAME	ADDRESS
John Kraynick	Suite 300 123 NW 13th Street Boca Raton, Florida 33432
Lawrence Shawe	Suite 300 123 NW 13th Street Boca Raton, Florida 33432
Alec Engelstein	Suite 300 123 NW 13th Street Boca Raton, Florida 33432

ORB 6607 Pg 423

ARTICLE IX
DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE X
DURATION

The corporation shall exist perpetually.

ARTICLE XI
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail addressed to the member at his address as it appears on the membership books.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.

4. By Written Statement. If all the directors and all the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1., 2., and 3. above have been satisfied.

5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

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ORB 6607 Pg 424

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

ARTICLE XII

SUBSCRIBERS

The names and street addresses of the Subscribers to these Articles of Incorporation are the same as listed in ARTICLE VIII hereof.

ARTICLE XIII

OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: John Kraynick	Suite 300 123 NW 13th Street Boca Raton, Florida 33432
Vice-President: Alec Engelstein	Suite 300 123 NW 13th Street Boca Raton, Florida 33432
Secretary-Treasurer: Lawrence Shawe	Suite 300 123 NW 13th Street Boca Raton, Florida 33432

ARTICLE XIV

BY-LAWS

The original By-Laws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the By-Laws of the Association may be amended, altered or rescinded at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ORB 6607 Pg 425

ARTICLE XVI

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 11th day of DECEMBER, 1989.

[Signature]
JOHN KRAYNICK

[Signature]
LAWRENCE SHAW

[Signature]
ALEC ENGELSTEIN

FILED
NOV 21 1989
NOTARY PUBLIC

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared JOHN KRAYNICK, LAWRENCE SHAW and ALEC ENGELSTEIN, well known to me 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 11th day of DECEMBER, 1989.

[Signature]
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 20 1992
ISSUED THRU GENERAL INS. UND.

(NOTARIAL SEAL)

My Commission Expires:

I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT.

[Signature]
Martin Bishop

ORB 6607 Pg 426

Sworn to and subscribed before me this 11th day of December, 1989.

Dawn Mc Caffrey
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. NOV. 29, 1992
BONDED THRU GENERAL INS. UND.

FILED
1991 DEC 18 PM 12:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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BY-LAWS
OF
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is SIENA OAKS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Suite 300, 123 NW 13th Street, Boca Raton, Florida 33432 but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions of words as defined in the Declaration of Restrictions to which these By-Laws are attached as Exhibit "C" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors.

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-tenth (1/10) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) to each member entitled to vote thereat, 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-third (1/3) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. 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 Unit.

EXHIBIT C ✓

ORB 6607 Pg 431

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The first Board shall consist of three (3) members. At the time of the first election of Directors by members, the number of Directors shall be increased to five (5).

Section 2. Term of Office. The first election of Directors shall be held when Class B membership ceases, as provided in ARTICLE VIII of the Articles of Incorporation, at a meeting of the members called for that purpose. The term of office of Directors shall be as so stated in the Articles of Incorporation.

Section 3. Removal. At such time as members of the Association are permitted to elect Directors, any Director may be removed from the Board, with or without cause, upon a majority vote of the Owners which elected that Director, in accordance with the provisions of Article V hereof. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor, provided, however that such successor selected by the Board shall be an Owner of the same type of Unit which elected said preceding Director. Prior to the first election of Directors by members, the Declarant shall have the right, in its sole discretion, to remove any member of the Board, and replace such person with another person to serve on the Board as so determined by Declarant.

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.

Section 5. 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 the Directors. Any action so approved shall have the same effect as through taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. At least thirty (30) days prior to the first election of Directors by members and at least ninety (90) days prior to each annual members meeting, the Board of Directors shall appoint two (2) Nominating Committees, each consisting of three (3) persons. One Nominating Committee shall consist of three (3) persons who are Owners of Patio Home Units, and the other Nominating Committee shall consist of three (3) persons who are Owners of Estate Home Units. The Patio Homes Nominating Committee shall nominate at least three (3) persons, and the Estate Homes Nominating Committee shall nominate at least two (2) persons. Each Nominating Committee may, in its discretion, nominate additional persons. Nominations may also be made from the floor at each annual meeting, provided that such floor nominations are made by a person who is an Owner of a same type of Unit as the person so nominated. Nominees who are Owners of Patio Homes are hereinafter referred to as Patio Home Nominees, and Nominees who are Owners of Estate Homes are hereinafter referred to as Estate Home Nominees.

Section 2. Election. At the first election of Directors by members, and at each annual members meeting thereafter, Owners of Patio Home Units shall be entitled to elect three (3) members to the Board of Directors, to be selected from Patio Home Nominees, and

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Owners of Estate Home Units shall be entitled to elect two (2) members to the Board of Directors, to be selected from Estate Home Nominees. All elections shall be by secret written ballot, unless unanimously waived by all Owners of the same Unit type who are present at such meeting. At such election, the members may cast, in respect to each vacancy which they are entitled to fill, one (1) vote for each Unit owned. The persons receiving the largest number of votes by Owners of the same Unit type, shall be elected. Cumulative voting is not permitted. Directors elected by Patio Home Owners shall be known as Patio Home Directors, and Directors elected by Estate Home Owners shall be known as Estate Home Directors.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties and/or fines for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) 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.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the duties and functions of the Association and/or its officers; and

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

ORB 6607 Pg 433

(a) 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;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to fix the amount of the annual assessment against each Unit and send notice thereof to every Owner at least thirty (30) days in advance of each annual assessment period;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain such insurance as deemed necessary by the Board of Directors;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Perform all other duties and responsibilities as provided in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, 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 first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this 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 officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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 appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer 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.

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

PRESIDENT

(a) The President shall preside at all meetings of the members and 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 appropriate bank accounts 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; 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.

ARTICLE IX

COMMITTEES

The Board of Directors shall fill any vacancies on the Architectural Committee for a term as the Board determines, as provided in the Declaration, and appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

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 By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

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 assessments which are not paid when due shall be delinquent. If the assessment is not paid within

thirty (30) days after the due date, a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is late, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SIENA OAKS HOMEOWNERS ASSOCIATION, INC., a Corporation Not For Profit, 1989.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, altered or rescinded at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy provided, however, until such time that Class B membership in the Association ceases, as set forth in the Declaration and Articles of Incorporation of the Association, these By-Laws may be amended by a majority of the Directors.

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

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV

FINES

SECTION 1. In the event of a violation (other than the non-payment of an assessment) by a Unit Owner of any of the provisions of the Declaration, the Articles or these By-Laws, or the Rules and Regulations adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Unit Owner or its lessees, in the manner provided herein, and such fines shall be collectible as any other assessment, so that the Association shall have a lien against each Unit for the purpose of enforcing and collecting such fines, as provided in the Declaration.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association, governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests and lessees are being or have been violated. In the event that the Covenants Enforcement Committee determines an

ORB 6607 Pg 436

instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and to the Owner of the Unit which that person occupies if that person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request therefor made within fifteen (15) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty (\$50.00) Dollars for each offense. The initial notice for a particular violation shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Unit Owner may respond to the notice, within fifteen (15) days, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the Unit Owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

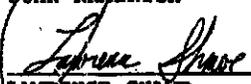
(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of the alleged violation. If the Board so determines, it may levy a fine for each violation in an amount not to exceed Fifty (\$50.00) Dollars.

(d) A fine pursuant to this section shall be assessed against the Unit which the violator occupied at the time of the violation, whether or not the violator is an Owner of that Unit, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Any fines which are not paid when due, as determined by the Board, shall be delinquent. If the fine is not paid within thirty (30) days after the due date, a late fee of Fifteen (\$15.00) Dollars, beginning from the due date, may be levied by the Board of Directors for each month the fine remains unpaid. The person obligated to pay the fine shall also be charged interest at the highest rate permitted by law and costs and reasonable attorney's fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such fine. Nothing herein shall be construed to interfere with any right that a Unit Owner may have to obtain from a violator occupying his Unit payment in the amount of any fine or fines assessed against that Unit.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Declaration, Articles of Incorporation, these By-Laws and Rules and Regulations, including but not limited to legal action for damages or injunctive relief.

IN WITNESS WHEREOF, We, being all of the directors of SIENA OAKS HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 21st day of December, 1989.


JOHN KRAYNICK


LAWRENCE SHANE


ALEC ENGELSTEIN

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