

# DECLARATION OF RESTRICTIONS

for  
SIENA OAKS

[Merged through February 19, 2010]

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**EXHIBITS**

EXHIBIT "A" – Legal Description

EXHIBIT "B" – Articles of Incorporation of Association

EXHIBIT "C" – Bylaws of Association

EXHIBIT "D" – Rules and Regulations

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# DECLARATION OF RESTRICTIONS

for  
SIENA OAKS

*[Merged through February 19, 2010]*

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 or any installment thereof, the voting rights of such Owner or appurtenant to such Unit shall automatically be suspended until such 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 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:

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 voting rights of such Owner or the voting rights appurtenant to such Unit shall automatically be suspended until such 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 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, from time to time, the light bulbs and gas light wicks of the post lights located on any Unit. 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. The Association 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 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. 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. 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.

(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 ("ACC") shall consist of a minimum of three (3) members appointed by the Board and who shall serve at the pleasure of the Board. At least one (1) member of the ACC 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. 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.

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.

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

## 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.

ACTIVE: 1276267\_3

Exhibit "B"

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

*[Merged through February 19, 2010]*

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**LEGAL DESCRIPTION FOR  
SIENA OAKS**

All the lands within the Plat of "Siena 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.

**EXHIBIT "A"**

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

*[Merged through February 19, 2010]*

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 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.

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.

ACTIVE: 1276453\_3

**Exhibit "C"**

**BYLAWS  
for  
SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

*[Merged through February 19, 2010]*

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**BYLAWS OF**  
**SIENA OAKS HOMEOWNERS ASSOCIATION, INC.**

*[Merged through February 19, 2010]*

**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 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 at a time and location 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, twenty percent (20%) 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. 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. 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. 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. 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. 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 2. 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.

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.

*Stagger Terms*

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.

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.

## 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. *Correct*

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"

# ARCHITECTURAL GUIDELINES AND RULES for SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

[Merged through February 19, 2010]

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

*(merged through February 19, 2010)*

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.

**EXHIBIT "D"**

- 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).
  - (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).
- 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. The maintenance, repair and replacement of mailboxes shall be the responsibility of the Unit Owner.

#### 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	Shoebuttan 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	tillaceus	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)	Syzgium	cuminil	Java plum	Tree
(20)	Thespesia	populnea	Cork tree	Tree
(21)	Unknown		Norfolk 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.")

*Game & Play Structures*

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.

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JAN-30-08 11:01 FROM-

T-546 P.002/003 F-246

7th Floor

**BECKER & POLIAKOFF, P.A.**  
625 North Flagler Drive 7<sup>th</sup> Floor  
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SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

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CLIENT/MATTER: S14640/48968

FROM: MARK D. FRIEDMAN, ESQ.

MESSAGE: Filling Vacancies on the Board (See attached)

PHONE NO: (561) 655-5444

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