

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;