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

(W-C112)

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

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

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

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

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

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

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

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

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

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

* * *

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

ARTICLE V

COVENANT FOR ASSESSMENTS

* * *

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

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

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

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

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

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

* * *

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

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

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

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

ARTICLE VII

MAINTENANCE OBLIGATION OF UNIT OWNERS

Section 1. Owner's Responsibility.

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

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

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

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

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

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

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

* * *

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

* * *

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

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

ARTICLE XI

PROHIBITED USES

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

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

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

ARTICLE XI

AMENDMENTS

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

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

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

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

ARTICLE III

MEETING OF MEMBERS

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ~~twenty percent (20%)~~ ~~thirty percent (30%)~~ of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

* * *

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

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

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

~~Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.~~

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

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

* * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. FENCES

3.1 "SIENA OAKS HOMEOWNERS ASSOCIATION"

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

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

V. MAILBOXES AND STANCHIONS

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

[Signature Page to Follow]

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

SIENA OAKS HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness

By: [Signature]
Vice President

Alfred S. DiMaggio
(PRINT NAME)

Attest: Marie Mauceri
Secretary

Cherylann Cammilleri
Witness
Cherylann Cammilleri
(PRINT NAME)

STATE OF FLORIDA
COUNTY OF PALM BEACH:

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

[Signature] (Signature)

BILLIE INTAGLIATA (Print Name)

Notary Public, State of Florida at Large

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