

E. WHEREAS, Members, constituting at least fifty-one percent (51%) of the Members of the Association, desire to amend, modify, and otherwise change the 2004 Declaration, pursuant to Section 10.1 thereof;

F. NOW, THEREFORE, pursuant to Section 10.1 of the 2004 Declaration, Members, constituting at least fifty-one percent (51%) of the Members of the Association, do hereby declare that the aforesaid 2004 Declaration, be and hereby is, AMENDED AND RESTATED IN ITS ENTIRETY as set forth in the within Amended and Restated Declaration of Covenants, Conditions and Restrictions of Siena Owners' Association;

G. IT IS FURTHER HEREBY DECLARED that all of the real property described herein constitutes a Planned Development within the meaning of section 1351(k) of the Civil Code;

H. IT IS FURTHER HEREBY DECLARED that all of the real property described herein is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving, and enhancing the value, desirability, and attractiveness of the said real property and every part thereof, and of fostering the development, management, improvement, enjoyment, and sale of the said real property and any part thereof; and

I. IT IS FURTHER HEREBY DECLARED that all of the covenants, conditions, and restrictions herein set forth shall constitute enforceable equitable servitudes as provided in section 1354 of the Civil Code, shall constitute covenants that shall run with the said real property, and shall be binding upon and inure to the benefit of each Owner of any portion of the said real property or of any interest therein and their heirs, successors, and assigns.

ARTICLE 1

DEFINITIONS

1.1 Additional Charges. "Additional Charges" shall mean all costs, fees, charges, and expenditures, including without limitation, interest, late charges, attorneys' fees, recording and filing fees, and all other costs actually incurred by the Association in collecting and/or enforcing payment of Assessments, fines, and/or penalties.

1.2 Annual Assessments. "Annual Assessments" shall have the meaning set forth in Section 8.6.

1.3 Architectural Control Committee. "Architectural Control Committee" and "ACC" shall mean the Architectural Control Committee created pursuant to Article 7 of this Declaration and Article 10 of the Bylaws.

1.4 Articles. "Articles" shall mean the Articles of Incorporation of Siena Owners' Association, as they may be amended from time to time, and as filed with the Office of the Secretary of State of California.

1.5 Assessments. "Assessments" shall mean any or all of the following: Annual Assessments, Special Assessments, and Reimbursement Assessments.

1.6 Association. "Association" shall mean the Siena Owners' Association, its successors and assigns.

1.7 Board of Directors. "Board of Directors" or "Board" shall mean the governing body of the Association.

1.8 Bylaws. "Bylaws" shall mean the Amended and Restated Bylaws of the Siena Owners' Association and any duly-adopted amendments thereto.

1.9 Capital Improvement. "Capital Improvement" shall mean the original construction of an improvement that did not previously exist, as distinguished from the repair, upgrading, or replacing of an existing improvement.

1.10 Civil Code. "Civil Code" shall mean the California Civil Code as amended from time to time.

1.11 City. "City" shall mean the City of Fairfield, California.

1.12 Common Area. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and Residents of the Development, including but not limited to Lots A, B, C, D, E and F, as shown on the Map, and any real property estate or interest (including easements) owned by the Association. Common Area includes all Improvements situated thereon.

1.13 County. "County" shall mean the County of Solano.

1.14 Court. "Court" shall mean (a) those portions of Lots 1 through 148, inclusive, which are shown on the Map as Primitivo Court, Nero Court, Barbaresco Court, Orvieto Court, Nebbiolo Court, Moscato Court, Abruzzi Court, Refosco Court, Verduzzo Court, Malvasia Court, Dolcetto Court, Chianti Court, Sangiovese Court, Toccia Court, Terrano Court, Picolit Court, Ribolla Court, and Rosato Court; (b) those portions of Lots 23 and 24 described on Exhibits A and B

attached hereto; and, (c) those portions of Lots 53, 54, 55, 56, 96, 97, 130, 131, and 132 which are shown the Map as "Private Access & Utility Ease." The approximate dimensions of each Court are shown on the Map; however, the actual boundaries of the Court extend from the curb on one side of the Court to the curb on the other side of the Court and include the driveway aprons up to the garage doors. Each Court includes all Improvements situated thereon or therein, including without limitation, lighting.

1.15 Declaration. "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Siena Owners' Association, recorded in the Office of the County Recorder of Solano, California, and any amendments thereto.

1.16 Development. "Development" shall mean all the real property described in this Declaration which comprises the Siena Owners' Association development, including such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.17 Entry Monumentation. "Entry Monumentation" shall mean any permanent sign(s), wall(s), pillar(s) or column(s) (collectively "Signs") which display the name of the Project, any lighting which illuminates the Signs, landscaping treatments intended to enhance the Signs and any irrigation for any such landscaping.

1.18 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws, Declaration, Rules, and the policies and resolutions adopted by the Board and distributed to the Members.

1.19 Improvements. "Improvements" shall mean everything constructed, installed or planned on real property, including without limitation, buildings, streets, fences, walls, paving, pipes, wires, grading, landscaping and other works of improvement as defined in *Civil Code* Section 3106, excluding only those Improvements or portions thereof which are dedicated to the public or a public or quasi-public entity or utility company, and accepted for maintenance by the public, such entity or utility company.

1.20 Landscape Maintenance Area. "Landscape Maintenance Area" shall mean the unenclosed portions of each Lot. Each Landscape Maintenance Area extends approximately from one side of the Lot to the other side of the Lot (extending around the corner of corner Lots) and from the back of the curb in front of the Lot to the Residence and front or side fences on the Lot. Each Landscape Maintenance Area includes all landscaping within the Landscape Maintenance Area and the landscape irrigation systems and components for the Landscape Maintenance Area, including wiring, automatic valves, controllers and timers, wherever located.

1.21 Lot. "Lot" shall mean Lots 1 through 148, inclusive, as shown on the Map, excluding Courts. Lot includes all Improvements situated thereon. There are 148 Lots in the Development.

1.22 Maintenance. "Maintenance" shall mean the act of caring for property and keeping it in its existing state, preserving it from failure or deterioration, including painting, caulking, cleaning, and minor, non-structural upkeep.

1.23 Map. "Map" shall mean that certain "Final Map of Siena at Green Valley, which said map was filed on October 28, 2003, in Book 77 of Maps at Page 86, in the Official Records of Solano County.

1.24 Member. "Member" shall mean an Owner.

1.25 Member in Good Standing. "Member in Good Standing" shall mean a Member of the Association who: is current in the payment of all Assessments, fines, penalties, and other charges imposed in accordance with the Governing Documents; is otherwise free from sanctions imposed by the Association; and is in compliance with all provisions of the Governing Documents.

1.26 Mortgage. "Mortgage" shall mean a deed of trust as well as a mortgage in the conventional sense.

1.27 Mortgagee. "Mortgagee" shall mean a beneficiary under a deed of trust as well as under a Mortgage.

1.28 Owner. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Development.

1.29 Party Fence. "Party Fence" shall mean each fence built as part of the original construction of the Residences within the Development and placed on the boundary line between the Lots.

1.30 Reimbursement Assessment. "Reimbursement Assessment" shall have the meaning set forth in Section 8.9.

1.31 Repair. "Repair" shall mean the minor restoration of property that is torn, broken, or otherwise damaged, or has sustained wear, tear, or deterioration such that minor restoration is necessary.

1.32 Replacement. "Replacement" shall mean substantial reconstruction, restoration, or substitution of the whole or a substantial part of

property that has been damaged or destroyed through usage or through hazard or catastrophe such that it is no longer useable or serviceable in its current condition.

1.33 Residence. "Residence" shall mean a residential structure located upon a Lot which is designed for human residential use and occupancy.

1.34 Resident. "Resident" shall mean any person who resides on a Lot within the Development whether or not such person is an Owner as defined in Section 1.28 above.

1.35 Rules. "Rules" shall mean the rules and regulations governing the use, occupancy, management, administration, and operation of the Development or any part thereof as adopted and published by the Board of Directors from time to time.

1.36 Simple Majority. "Simple Majority" shall mean a majority of a quorum.

1.37 Special Assessment. "Special Assessment" shall have the meaning set forth in Section 8.7.

1.38 Subdivision Map. "Subdivision Map" shall be that certain "Final Map of Siena at Green Valley, which said map was filed on October 28, 2003, in Book 77 of Maps at Page 86, in the Official Records of Solano County.

1.39 Total Voting Power. "Total Voting Power" shall mean the total number of votes of all Members entitled to vote at a particular time, calculated on the basis of one vote for each Lot, excluding any Lot as to which an Owner is not then a Member in Good Standing.

ARTICLE 2

HOMEOWNERS ASSOCIATION

2.1 Management and Operation. The Association shall manage and operate the Development in accordance with the Governing Documents and California law. The Association shall have all of the powers set forth in the Governing Documents together with the general power to do any and all things that a nonprofit mutual benefit corporation may lawfully do under California law, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

2.2 Membership. Every Owner of a Lot within the Development shall be a Member of the Association and shall remain a Member thereof until such

**RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:**

Recorded in Official Records,
Solano County
Doc#: 200900029807
4/22/2009 9:46 AM

**HUGHES GILL COCHRANE, P.C.
Attn: Michael J. Hughes, Esq.
1600 S. Main Street, Suite 215
Walnut Creek, California 94596**

(Space Above For Recorder's Use)

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SIENA OWNERS' ASSOCIATION**