

## ARTICLE 4

### USE RESTRICTIONS

4.1 Residential Use. Lots shall be occupied and used for residential purposes only. The number of occupants per Lot shall not exceed two (2) individuals per bedroom plus one (1), so long as said limitation is not in conflict with any governmental regulation or ordinance.

4.2 Rental of Lots. The rental or lease of any Lot within the Development shall be subject to the provisions of the Governing Documents and Article 5 of this Declaration.

4.3 Restriction on Businesses. No business of any kind shall be established, maintained, operated, permitted, or conducted within the Development except such professional and administrative professions as may be permitted by applicable governmental ordinances and provided that there shall be no external evidence thereof. Copies of any licenses or permits issued or required for such businesses allowed by this Article must be provided to the Association at all times that such businesses are operated.

4.4 Child Care Facilities. Child care facilities may be maintained on any Lot within the Development so long as they comply with all governmental requirements. The owner/operator of any permitted day care facility shall provide the Association with prior written notice as to its operation and comply with all local and state laws regarding the licensing and operation of a day care center and, in addition, shall:

(a) Name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the day care center, as provided under *Health and Safety Code* section 1597.531. This Section 4.4(a) is intended to be and shall be conclusively deemed to be the written request to the operator or owner from the Association as specified in *Health and Safety Code* section 1597.531;

(b) Defend, indemnify and hold the Association harmless from any claim, demand, loss, liability, action or cause of action arising out of the existence and operation of the day care center;

(c) Abide by and comply with all of the Association's Governing Documents, including all Rules;

(d) Supervise and be completely responsible at all times for children for whom day care services are provided while they are within the Development; and

(e) Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the center to these conditions, or other reasonable requests.

4.5 Offensive Conduct, Nuisances, Noise. No harmful or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Development, or which shall in any way interfere with their use of the Common Area or the use and enjoyment of their Lots. Without limiting any of the foregoing, no Resident shall permit noise, including but not limited to the barking of dogs, to emanate from the Resident's Lot, which would unreasonably disturb another Resident's enjoyment of his or her Lot or of the Common Area.

4.6 Use of the Common Area. All use of Common Area is subject to the Governing Documents and no modifications of any type shall be made to the Common Area without the express written permission of the Board. The Common Area shall be kept free of rubbish, debris, and other unsightly or unsanitary materials. Each Owner shall avoid causing any damage to the Common Area. No portion of the Common Area shall be monopolized by any Owner, group of Owners, or tenants without the prior written approval of the Board of Directors.

4.7 Hazards. There shall be no obstruction of any part of the Common Area. Nothing shall be done, placed, or kept within the Development that will increase the rate of insurance or result in the cancellation of insurance under any insurance policy obtained by the Association, or which will be in violation of any governmental statute, ordinance, rule, or regulation. Nothing shall be stored in the Common Area without the prior consent of the Board. Each Owner and Resident shall comply with all requirements of all federal, state, and local governmental authorities and all laws, ordinances, rules and regulations applicable to his or her Lot.

4.8 Requirement of Architectural Approval. As addressed in greater detail in Article 7, construction, installation, modification, or alteration of buildings, outdoor structures, landscaping, and outdoor lighting are subject to approval of the Architectural Control Committee or, in the event the ACC is not in existence, the Board.

4.9 Sports Apparatus. No basketball standards (including portable basketball standards) or fixed sports apparatus shall be placed upon or attached to any portion of the Development without the written permission of the Board. Portable or movable basketball equipment or other movable sports apparatus

may not remain overnight on any Lot where Visible from adjacent Lots or streets without the prior approval of the Board. (For purposes of this section, the term "Visible" shall mean the item described can be seen by a six (6) foot tall person standing on the adjacent Lot or street which provides access to the Residence.)

4.10 Mailboxes and Exterior Newspaper Tubes. Mailboxes shall comply with all applicable postal regulations and Architectural Rules, if any. There shall be no free-standing exterior mailboxes or newspaper tubes.

4.11 Outside Drying and Laundering. No outside clothesline or other outside clothes washing, drying, or airing facilities shall be maintained in the Development.

4.12 Satellite Dishes and Antennas. The Board may adopt Rules regarding the installation and maintenance of antennas and satellite dishes and related wiring for all telecommunications devices.

4.13 Animals.

4.13.1 Limitation on Pets. No animals shall be kept, bred, or maintained within the Development for commercial purposes. A reasonable number of common domestic household pets (e.g., dogs, cats, birds and fish) may be kept on each Lot. The Board shall be authorized to adopt Rules including but not limited to the exact number of common domestic household pets that may be kept on each Lot, the maximum size of any dogs that may be kept in the Development. The limitations on the number of pets and size of dogs within the Development shall not apply to any pet living in the Development on the date this Declaration is recorded, but shall apply to any pet acquired after the date this Declaration is recorded. While in Common Area each dog must be restrained on a leash held by a responsible person capable of controlling it. No animal may be left, chained, or otherwise tethered in Common Area, including Exclusive Use Common Area.

4.13.2 Owner's Responsibility for Pets. The owner of each pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such pet. Each Owner, Resident, and any person bringing or keeping an animal within the Development shall be absolutely liable to the Association and all other persons for any injury or damage to persons or property caused by the animal. The Owner shall indemnify the Association and its officers, directors, and agents against any and all claims, damages, losses, demands, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Development by the Owner, members of his or her household, guests, tenants, or invitees.

4.13.3 Pet Rules. The Board may adopt and enforce Pet Rules in addition to the provisions of this Section 4.13. The Association shall have the right to prohibit the keeping of any animal which constitutes, in the sole and exclusive opinion of the Board, a nuisance to any other person.

4.14 Trash Disposal. Trash, garbage, accumulated waste plant material, or other waste and refuse shall be deposited only in appropriate covered sanitary containers, which containers are customarily provided by the garbage collection service. Such containers and dumpsters shall be located in an appropriate area upon each Lot and concealed from view except on the night before and the day that pick-up is to occur, when said containers must be taken to the street for pick-up. No Owner or Resident shall permit or cause any garbage, trash, or other waste or refuse to be kept upon any portion of the Development, except in such containers.

4.15 Construction Materials, Construction Debris. No portion of the Development shall be used for the storage of building materials other than in connection with approved construction. All construction debris shall be picked up and deposited daily in an appropriate container.

4.16 Machinery and Equipment. Except as approved by the Board, no machinery or equipment of any kind shall be maintained or operated within the Development except as is customary and necessary in connection with approved construction.

4.17 Signs, Banners, Flags. No sign of any kind shall be displayed to the public view from any portion of the Development except:

- (a) Signs required by legal proceedings;
- (b) Noncommercial signs or posters no larger than nine (9) square feet in size and noncommercial flags or banner no larger than 15 square feet in size, displayed upon an Owner's Lot, and limited to the fullest extent permitted by *Civil Code* section 1353.6;
- (c) A single sign of customary and reasonable dimension and design complying with the Association or Architectural Review Guidelines and reasonably located on a Lot advertising a Lot for sale or rent;
- (d) Other signs which by law cannot be prohibited;
- (e) A flag of the United States, subject to any city or county restrictions as to size and as to time, place, and manner of display;

(f) A single identification sign which has been approved by the Architectural Control Committee located on a Lot identifying the number or address of the Lot and/or the names of the occupants;

(g) Signs approved by the Board located at or near any entrance to the Development identifying the Development;

(h) Signs required for traffic control and regulation of streets or open areas within the Development; and

(i) Signs on the Common Area as approved by the Architectural Control Committee for a purpose reasonably related to the affairs of the Association.

4.18 Vehicles and Parking. Vehicles of Owners and Residents shall not be parked anywhere in the Development except wholly within the Owner or Resident's garage, or on public streets outside the boundaries of the Development. Residents may not park in any other parking space anywhere within the Development other than in the Resident's garage, unless specifically authorized to do so by Parking Rules to be adopted by the Board, as authorized by Section 4.20 herein. Guests may park only in the specific spaces designated by the Board in Parking Rules to be adopted by the Board, as authorized by Section 4.20 herein.

4.19 Prohibited Vehicles. No trailer, camper, mobile home, recreational vehicle, boat, golf cart or similar equipment or any commercial vehicle or truck other than a standard size pickup truck, shall be parked, kept, stored, or permitted to remain upon any area within the Development, except temporarily, pursuant to any Parking Rules adopted by the Board. All vehicles parked within the Development must have current registration and may not be dilapidated, inoperable, or abandoned. The term "commercial vehicles" shall not include sedans or standard size pickup trucks which are used for both business and personal uses, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board.

4.20 Parking Enforcement. In addition to the provisions of Section 4.18, 4.19, and 4.21, herein, the Board shall have the power and authority to adopt, promulgate, and enforce Owner/Resident and Guest parking rules, and shall have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such power shall include the power and authority to cause the towing, at the vehicle owner's expense, of vehicles which are parked within the Development in violation of any of the provisions of the Governing Documents. Costs incurred by the Association relating to the towing and/or storage of any vehicle parked in violation of any

provision of the Governing Documents shall be assessed as a Reimbursement Assessment against the Lot Owner responsible or whose household members, tenants, or guests are responsible for the presence of such vehicle.

4.21 Garages. Each Owner and Resident shall keep his or her garage and Court (if any) in a neat, orderly, sanitary and safe condition. Owner and Resident vehicles may be parked only in the Owner or Resident's garage. Garages shall be kept sufficiently clear so as to permit parking of the number of vehicles for which the garage was designed. Each garage door shall remain closed except as necessary to permit entry and exit of vehicles or to provide ventilation for individuals working in the garage area. Garages are to serve as the primary parking facility. No part of any garage shall be converted to other use, such as living quarters or a work shop. In no event shall the garage area be used in a way that will preclude the parking of the Owner's or Resident's vehicles within the garage.

4.22 Window Coverings. Drapes, window shades, and other window coverings installed in the windows of any Lot shall comply with any Rules adopted by the Board. In no event shall aluminum foil, newspaper, or similar materials be placed in windows.

4.23 Outbuildings. No outbuilding, tent, shack, trailer, shed, or temporary building of any kind shall be located within the Development without the prior written approval of the Architectural Control Committee or, if there is no Committee, the Board. Owners shall be responsible for the maintenance, repair and replacement of any outbuilding located on his or her Lot.

4.24 Subdivision or Merger of Lots. No Lot may be subdivided for any reason, nor may any two Lots be combined or merged.

4.25 Mineral Exploration. No Lot shall be used to explore or remove any water, oil, hydrocarbons, or minerals of any kind without the approval of the Board, and only if permitted by local ordinance.

4.26 Exterior Lighting. No Owner shall remove, damage or disable any exterior light, regardless of where located, which is connected to the Association's electric service.

4.27 Landscape Maintenance Areas. No Alteration may be made by any Owner within a Landscape Maintenance Area without first obtaining approval of the Board. Unless otherwise determined by the Board, any Owner who adds landscaping in any Landscape Maintenance Area shall Maintain the additional landscaping. The Association shall not be responsible for any damage caused to any such added landscaping as long as the damage occurs in the ordinary course of the Association's regular landscape maintenance program.

**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.  
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1600 S. Main Street, Suite 215  
Walnut Creek, California 94596**

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**(Space Above For Recorder's Use)**

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