

the masonry wall is situated shall Maintain the interior surface of the wall (that which faces the Residence on the Lot); (c) the City shall Maintain the exterior surface of the wall (that which faces public right of way) and provide structural repair and replacement of the wall.

6.4.3 Other Fences and Walls. Except as otherwise provided herein, all other fences and walls in the Project shall be Maintained as follows: (a) the Owner of each Lot shall Maintain the surface of the fence or wall which faces the Residence on the Lot; (b) the Association shall Maintain the surface of the fence or wall which faces Common Area and (c) the Association shall provide structural repair and replacement of the fence or wall.

ARTICLE 7

ARCHITECTURAL CONTROL COMMITTEE

7.1 Submission of Plans and Specifications. Except for improvements made or constructed by or on behalf of the Association, no exterior addition or modification of any kind, including fence, wall, obstruction, balcony, screen, patio cover, tent, awning, carport cover, improvement or other structure of any kind or any landscaping, shall be commenced, erected, painted or maintained within the Development, nor shall any exterior addition to or change or alteration thereto be made without prior written approval by the Architectural Control Committee ("ACC") or, if there is no Committee, the Board as provided in this Article 7.

7.2 Establishment of Architectural Control Committee.

7.2.1 Members. The ACC shall be composed of three (3) Members in Good Standing appointed by the Board of Directors. The Board shall also appoint one alternate member who may be designated by the ACC to act as a member of the ACC in the absence or incapacity of any ACC member. ACC members shall serve two-year terms subject to the Board's power to remove any ACC member and to appoint his or her successor. Neither the members of the ACC nor its designated representatives shall be entitled to any compensation for service performed pursuant hereto.

7.2.2 Vacancies. In the event of a vacancy on the ACC, the Board shall have the full authority appoint a new member. If at any time there shall not be a duly-constituted Architectural Control Committee, the Board shall exercise the functions of the ACC in accordance with the terms of this Article 7.

7.3 Duties. It shall be the duty of the ACC to consider and act upon proposals or plans submitted to it pursuant to the terms of this Article 7, to perform other duties delegated to it by the Board, to carry out all other duties

plans, drawings, and specifications; (iii) the development of any property within the Development; or (iv) the execution and filing of an estoppel certificate pursuant to Section 7.15, whether or not the facts therein are correct; provided, however, that the ACC (or any member thereof) has acted in good faith on the basis of such information as may be possessed by it (or such ACC member). Without in any way limiting the generality of the foregoing, the ACC (or any member thereof) may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the ACC. Every purchaser, by acquiring title to a Lot, agrees not to bring any action or suit against the Board or the ACC (or any member thereof) seeking to recover any such damages.

7.17 Compliance With Governmental Requirements. The application to the Association and the review and approval of any proposals, plans, or other submittals shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which lies solely with the respective Owner, nor shall it constitute the assumption of any responsibility by or impose any liability on the Board, the ACC, or their members as to the accuracy, efficacy, or sufficiency thereof. The obtaining of a permit or other approval of a government agency shall not be a substitute for nor constitute compliance with the requirements of this Article 7.

ARTICLE 8

ASSESSMENTS AND LIENS

8.1 Covenant of Owner. Each Owner of a Lot within the Development, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Association: (i) Annual Assessments; (ii) Special Assessments; and (iii) Reimbursement Assessments levied by the Association as hereinafter provided, together with all Additional Charges.

8.1.1 Association's Power to Collect. Such deed or conveyance shall be deemed to vest in the Association the right and power to initiate all actions and procedures as the Board shall deem necessary or appropriate for the collection of such Assessments and Additional Charges and for the enforcement of the liens hereinafter provided for.

8.1.2 Each Assessment Is a Separate Obligation. Each Assessment levied by the Association under this Article 8, together with all Additional Charges, shall be a separate, distinct, and personal debt and obligation of the Owner against whom it is assessed, and shall bind his or her heirs, devisees, personal representatives, successors, and assigns.

**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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(Space Above For Recorder's Use)

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