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

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This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by Siena Owners' Association, a nonprofit mutual benefit corporation (hereinafter sometimes referred to as the "Association").

**RECITALS**

A. WHEREAS, the Association is the successor in interest to KB HOME SOUTHBAY INC., a California corporation, which, as Declarant, executed that certain Declaration of Covenants Conditions and Restrictions of Siena at Green Valley, dated August 24, 2004, and recorded on August 26, 2004, as Document No. 2004-119712 in the Official Records of Solano County, State of California (the "2004 Declaration");

B. WHEREAS, a Declaration of Annexation for Siena at Green Valley – Phase 2, dated October 7, 2004, was recorded on October 13, 2004, as Document No. 2004-144371, in the Official Records of Solano County, California;

C. WHEREAS, a Declaration of Annexation for Siena at Green Valley – Phase 3, dated October 7, 2004, was recorded on October 13, 2004, as Document No. 2004-144373, in the Official Records of Solano County, California;

D. WHEREAS, the 2004 Declaration, and the subsequent Declarations of Annexation, establish certain limitations, easements, covenants, restrictions, conditions, liens, and charges which run with and are binding upon all parties having or acquiring any right, title, or interest in that certain parcel of real property located in the County of Solano, State of California, and more particularly described as follows:

Lots 1 through 148, inclusive, and Lots A, B, C, D, E and F, as shown on a map entitled "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.

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.

**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**

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

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