

Summit Ridge At Saddle Mountain Rules & Regulations

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Summit Ridge At Saddle Mountain Rules & Regulations

Article 1

Introduction

Section 1.01 Purpose

These Rules and Regulations are made for the purpose of governing the affairs of the Summit Ridge At Saddle Mountain Homeowners Association ("Association") and are subject to the Summit Ridge At Saddle Mountain Declaration of Covenants, Conditions and Restrictions (CC&R's), recorded on February 8, 2002, as Instrument No. 2002024701, Official Records of San Mateo County ("Restrictions"). The Restrictions provide for the adoption of Subdivision Rules ("Rules") relating to the administration of the Association. The Restrictions will overrule in the event any conflict arises with these Rules and Regulations. Wherein conflict may exist between the Restrictions and applicable current Civil or Corporate Law, the Law will override provisions to the contrary.

Section 1.02 Date of Adoption

The Board of Directors of the Summit Ridge At Saddle Mountain Homeowners Association adopted Articles 1 – 7 inclusive, of these Rules, on May 3, 2002. The Board of Directors subsequently amended and adopted these Rules as amended on February 9, 2005.

Article 2

Definitions

Section 2.01 Application of Definitions

Unless the context otherwise requires, the terms defined in this Article shall have the meanings as defined. Any term or phrase not defined in this Article, but shown in quotations, within parentheses, in another provision of these Rules, shall have the meaning set forth as if it were defined in this Article. The capitalization of the first letter of any term, other than proper names used in this document, indicates that such term is defined in these Rules and Restrictions.

Section 2.02 Association

"Association" shall mean Summit Ridge at Saddle Mountain Homeowners Association, a nonprofit mutual benefit corporation incorporated under the laws of the State of California, its successors and assigns, for the purpose of managing the Common Interest Development.

Section 2.03 Association Management Documents

"Association Management Documents" shall mean the Articles, Bylaws, Architectural Guidelines, Declaration, Supplementary Declaration and the Association Rules and any amendments to any of the foregoing.

Section 2.04 Architectural Committee

"Architectural Committee" shall mean the committee or committees provided for in the Article hereof and in the Declaration "Architectural Control."

Section 2.05 Architectural Guidelines

"Architectural Guidelines" shall mean the architectural and design guidelines, rules, regulations, limitations and restrictions adopted pursuant to the Article entitled "Architectural Control" of this Declaration for the construction, reconstruction, modification, alteration and maintenance of Improvements within the Covered Property.

Section 2.06 Board

"Board" shall mean the Board of Directors of the Association.

Section 2.07 Common Area

"Common Area" shall mean the portions of the Association Property, if any, that are not Exclusive Use Areas. Common Area shall also include mutual or reciprocal easement rights appurtenant to the Separate Interests the Owners of which possess appurtenant rights to the beneficial use and enjoyment thereof, if any, if so provided in this Declaration or a Supplementary Declaration.

Section 2.08 Covered Property

"Covered Property" shall mean the real property that is encumbered by the Declaration consisting of (i) the Initial Covered Property, (ii) the Annexed Property, and (iii) any portion of any lot or parcel covered by a lot line adjustment that adjusts the boundary of a lot or parcel within real property adjacent to the Covered Property and a Separate Interest or Association Property that, by virtue of the recordation of such lot line adjustment and a conveyance document, is within the lot or parcel shown on said lot line adjustment that was quitclaimed or otherwise conveyed to an Owner or the Association.

Section 2.09 Declarant

"Declarant" shall mean STANDARD PACIFIC CORP., a Delaware corporation, its successors and assigns, by merger, consolidation or by purchase of all or substantially all of its assets; and any person or entity, his or its successors and assigns, to which the foregoing Declarant has assigned any or all of the rights and obligations of the Declarant by an assignment expressed in a recorded instrument including, without limitation, a deed, lease, option agreement, land sale contract or assignment as the case may be, transferring such interest if such assignee agrees in writing with Declarant to accept such assignment.

Section 2.10 Declaration

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions as it may be amended from time to time.

Section 2.11 Exclusive Use Area

"Exclusive Use Area" shall mean any portion of the Association Property, Separate Interests, or other real property, the exclusive use of which, subject to the rights of the Association and Declarant, has been granted by easement to a particular Owner or Owners and which, when conveyed, shall be appurtenant to the Separate Interest of such Owner or Owners. Exclusive Use Areas may include, without limitation, the following: Exclusive Use Areas described herein and/or depicted on an Exclusive Use Area Exhibit attached hereto, or described in and/or depicted on a similar Exhibit attached to a Supplementary Declaration or described in and/or depicted on any conveyance document by which the easement was conveyed to an Owner. An Exclusive Use Area may be described as the area between physical boundaries either in existence or to be constructed by Declarant such as walls, fences, sidewalks, paved surfaces, floors or other structures, except that, in the event of any discrepancy between the configuration, dimensions and location of such Exclusive Use Area as shown on any such Exhibit and as physically constructed by Declarant, the "as-built" physical configuration, dimension, location and boundaries of any walls, fences, sidewalks, paved surfaces, floors or other structures as constructed by Declarant that mark the boundaries of such Exclusive Use Area shall prevail. Any retaining wall or fence constructed by Declarant on the boundary line of the Exclusive Use Area shall be a Party Wall but any Exclusive Use Area that borders a building wall of a structure shall extend to the exterior decorated surface of such building wall and the building foundation, internal and external telephone wiring designed to serve a single

Separate Interest, but located outside the boundaries of the Separate Interest, are Exclusive Use Areas allocated exclusively to that Separate Interest.

Section 2.12 Exclusive Use Association Property

"Exclusive Use Association Property " shall mean any portion of the Association Property that is designated by the Board from time to time for the exclusive use of the Association or any designees of the Association for purposes such as, and without limitation, office facilities, manager's living quarters, storage rooms or areas, control panels and private utilities that are consistent with the management and operation of the Covered Property, or that is not available for use and enjoyment of the Members because the Board has determined that such Association Property is not suitable for recreational or other uses by Owners because of its topography or geographical location.

Section 2.13 Improvements

"Improvements" shall mean all structures and appurtenances thereto of every type and kind, including but not limited to, buildings, out buildings, walkways, sprinkler and sewer pipes or lines, garages, carports, gazebos, swimming pools and other recreational facilities, roads, driveways, parking areas, fences, screens, screening walls, retaining walls, awnings, patio and balcony covers, stairs, decks, landscaping, hedges, slopes, windbreaks, the exterior surfaces of any visible structure, trees and shrubs, poles, signs, solar or wind powered energy systems or equipment, and water softener or heater or air conditioning and heating fixtures and equipment; the demolition or destruction by voluntary action of any structure or appurtenance thereto of every type and kind; the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed; landscaping, planting, clearing, or removing of trees, shrubs, grass, or plants; any change or alteration of any Improvement including any change of material, exterior appearance, color or texture; and the processing and recordation of any lot line adjustment.

Section 2.14 Invitee

The term "Invitee" shall mean any person whose presence within the Project is approved by or is at the request of a particular Owner, including but not limited to, lessees, tenants and the family, guests, employees, licensees or invitees of owners, tenants or lessees. An "Invitee" is further defined as any invitee temporarily residing within a Separate Interest for a period of 24 hours in any given 72-hour time period

Section 2.15 Lot

"Lot" shall mean a lot or parcel shown on the most recently filed Subdivision Map as such lot or parcel may be adjusted from time to time by any recorded lot line adjustment.

Section 2.16 Manager

The term "Manager" shall mean Premier Community Management, Inc., the personal entity appointed or hired to manage and operate the Project.

Section 2.17 Map

"Map" shall mean the most recently filed tract map or parcel map filed for record in the records of the County against the Covered Property, or any portion thereof, all of which are incorporated in the Declaration.

Section 2.18 Member

"Member" shall mean every person or entity who is an Owner including Declarant so long as Declarant continues to be an Owner.

Section 2.19 Net Usable Area

"Net Usable Area" shall mean the geographic area within the Covered Property for which an Owner is responsible which shall be comprised of the Separate Interest conveyed in fee to such Owner except the portion thereof, if any, that is the Side Yard Easement Area that is burdened with a Side Yard Easement that is

appurtenant to, and for the benefit of, a contiguous Separate Interest, and the portion of a contiguous Separate Interest that is the Side Yard Easement Area that is burdened with the Side Yard Easement that is appurtenant to, and for the benefit of, the Separate Interest of such Owner.

Section 2.20 Owner

"Owner" shall mean one or more persons or entities who are alone or collectively the record owner of a fee simple title to a Separate Interest, including Declarant, excluding those having any such interest merely as security for the performance of an obligation. If a Separate Interest has been sold under a land sale contract in which the State of California is the vendor, then the vendee and not the record owner of the fee simple title shall be deemed to be the Owner of such Separate Interest.

Section 2.21 PCMI

"PCMI" shall mean Premier Community Management, Inc., the professional managing agent responsible for the day-to-day operations of the Association.

Section 2.22 Prohibited Vehicles

"Prohibited Vehicles" shall mean any commercial type vehicles such as, and without limitation, a truck with a greater than one ton capacity, buses, limousines, dump trucks, cement mixer trucks; any recreational vehicles or equipment designed to be used for recreational purposes such as, and without limitation, trailers, boats, campers, trailer coaches, house cars, camp cars, aircraft, watercraft, motor homes (if the motor homes are a size larger than seven (7) feet in height and/or greater than one hundred twenty-four (124) inches in wheel base length) or any other similar type of equipment or vehicle, and non-motorized and motorized vehicles that are not in operating condition.

Section 2.23 Residence

"Residence" shall mean a dwelling intended for use and occupancy and any other Improvements located on or within a Separate Interest thereto.

Section 2.24 Rules

The term "Rules" shall mean the rules adopted by the Association, including but not limited to these rules and regulations, architectural guidelines, assessment collection policy and enforcement action policy.

Section 2.25 Separate Interest

"Separate Interest" shall mean, as such term is defined in Section 1351(1) of the California Civil Code, the separately owned Lot, together with easements appurtenant thereto.

Section 2.26 Side Yard Easement Area

"Side Yard Easement Area" shall mean the portion of a Separate Interest designated and described as such on the Side Yard Easement Area Exhibit attached hereto, or are designated and described as such on a similar Side Yard Easement Area Exhibit attached to a Supplementary Declaration.

Section 2.27 Side Yard Easement

"Side Yard Easement" shall mean the easement more particularly described in the Section entitled "Side Yard Easement" of the Article entitled "Easements and Rights" of the Declaration over a Side Yard Easement Area within a Separate Interest which, when granted to the Owner of the Separate Interest that is contiguous to such Side Yard Easement Area, shall be appurtenant to, and for the benefit of, such contiguous Separate Interest and the Owner thereof.

Section 2.28 Temporary Parking

“Temporary Parking” shall mean temporary parking upon the driveway for washing and polishing of vehicles and activities related thereto; for loading and unloading of vehicles; of vehicles belonging to guests of Owners, and of Prohibited Vehicles being used in the furnishing of services to the Association and Owners.

Article 3

Substantive Rules

Section 3.01 Ownership Information

1. Owners shall, within thirty (30) days after becoming an Owner within the Subdivision, provide the Association with the following information:
 - a. The name of all Record Owners of the Lot as it appears on the deed.
 - b. The names of all Occupants of such Owner’s Lot.
2. In addition, Owners shall furnish on a yearly basis, or upon request by the Association, any supplemental information necessary to keep its records current.

Section 3.02 Change in Ownership Requirements

1. All Owners shall, within ten (10) days prior to the consummation of any sale or transfer of a Lot, provide the Association with the following information:
 - a. The names and addresses of each transferor and transferee.
 - b. The Lot number and street address.
 - c. Name and address of the escrow holder, and escrow number.
 - d. The proposed date for the consummation of the transfer of title.

Section 3.03 Reproduction of Package Documents

1. The Association shall charge a one hundred fifty-dollars (\$150.00) fee for the reproduction of the following document package:
 - a. A copy of the Restrictions, Articles, Bylaws, and all Association Management Documents.
 - b. A copy of the Association’s most recent fiscal year end financial statements.
 - c. A copy of the current fiscal year approved budget and reserve study.
 - d. A copy of the current fiscal year Board of Directors regular meeting minutes.
 - e. A copy of special assessment information, if applicable.
 - f. An executed homeowner association certification statement and/or demand as requested by any third party.

Section 3.04 Reproduction and Mailing of Regular Board of Director Meeting Minutes

1. The Association shall charge an annual fee of ten dollars (\$10.00) for the reproduction and routine mailing of minutes of regularly conducted Board meetings.
2. Copies of said meeting minutes shall be mailed within thirty- (30) days of each meeting conducted.

Section 3.05 Reproduction of Miscellaneous Association Records

1. The Association shall charge a photocopy charge of fifteen cents (\$0.15) per page for the reproduction of miscellaneous records, which a Member may be entitled to possess.

Section 3.06 Monetary Fine Levied for Failure to Execute Proxy/Ballot

1. A ten-dollar monetary fine shall be levied against an owner for failure to execute a Proxy/Ballot statement for the purpose of establishing a quorum at any annual meeting and/or special meeting of the association. Said Proxy/Ballot statement must be received by the Secretary of the Association prior to the meeting for which the statement pertains.

Section 3.07 Assessment of Architectural Plan Processing Fees

1. No fee is required for review and processing of any proposed satellite dish installation.
2. There is a one hundred twenty five dollar (\$125.00) fee required for the architectural plan review. The review fee is required with the submission of the architectural application with the following exception:
 - a. During the development of the project, the required one hundred twenty five dollar (\$125.00) fee is collected through the close of escrow on the initial sale of a lot from the buyer. Provisions of the governing documents of the Association require each Owner to install, plant and complete permanent landscaping and other desired Improvements within the enclosed backyard and side yard portions of his Lot within six (6) months after the close of escrow for the sale of the Lot. The fee collected through the close of escrow is collected to pay for the application required within the six (6) months after the close of escrow for the sale of the Lot. Should an Owner fail to seek approval of said required application within six (6) months after the close of escrow, the fee collected through the close of escrow is non-applicable and the Owner is subject to charge of one hundred twenty five dollar (\$125.00) for any application submitted thereafter.
3. Any application without the required fee will not be considered complete and will be returned to the applicant. The ARC can require an additional fee for major architectural or landscape improvements in excess of the initial one hundred twenty five dollar (\$125.00) amount. The major improvement review fees will be set by the Board to assist in the review process.
4. There is a minimum of a one hundred dollar (\$100.00) fee for all Appeals.
5. The Board may assess a fee to cover any and all associated costs with the plan review and/or appeal that are in addition to the initial fee amount. The ARC and/or Board of Directors may amend all review and appeal fees from time to time as the cost of professional consultants change.

Article 4

General Provisions

Section 4.01 Compliance with Association Management Documents

1. Each Owner, contract purchaser, lessee, tenant, guest, invitee or other occupant of a Lot or user of the Common Easements shall comply with the provisions of the Association Management Documents.

Section 4.02 Activities Causing Increase in Insurance Rates

1. Nothing shall be done or kept on any Separate Interest, Common Area, and Side Yard Easement Area or in any improvements constructed thereon, which will increase any applicable rate of insurance or which will result in the cancellation of insurance that would be in violation of any law.
2. Such Owner shall also pay any increase in insurance payable by the Association that is the result of damage by any negligent or malicious act or omission of a particular Owner, or any of such Owner's Related Parties.
3. The Board possesses the power to levy a Reimbursement Assessment against such Owner for the cost of repair or for an amount equal to any such increase in premium.

Section 4.03 Liability for Noncompliance by Owner

1. In the event that an Owner fails to accomplish any installation, maintenance, repair, replacement, restoration and reconstruction of Improvements as may be required, the Board possesses the rights and powers set forth in the Association Management Documents entitled "Discipline of Members" of the Bylaws.

Section 4.04 Repair of Damage

1. In the event the Board shall determine that any portion of the Covered Property required to be maintained by the Association has been damaged or destroyed by any negligent or malicious act or omission of any Owner, his family, guests, employees, tenants, or agents, such Owner shall be responsible for the cost of repairing such damage in accordance with the Article entitled "Discipline of Member" of the Bylaws.

Article 5

Use of Separate Interest

Section 5.01 Commercial Use Restrictions

1. Each Residence shall be used solely for residential purposes.
2. No part of a Separate Interest shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any nonresidential purposes except that a Separate Interest may be used for business, commercial, manufacturing, mercantile, storing, vending, or similar nonresidential purposes permitted by the zoning restrictions provided that:
 - a. The existence of such nonresidential activity is not apparent or detectable by sight, sound or smell from the exterior of a Separate Interest; and

- b. Such nonresidential activity does not generate an unreasonable amount of traffic or unreasonably limit parking for other Owners and their Related Parties.
- 3. No Owner may permit or cause anything to be done or kept upon, in, or about his Lot which might obstruct or interfere with the rights of other Owners, or which would be noxious, harmful or unreasonably offensive to other Owners.
- 4. Each Owner shall comply with all the requirements of all governmental authorities, federal, state or local, and all laws, ordinances, rules and regulations applicable to his Lot and Residence.

Section 5.02 Restriction of Business (Day Care Facility)

- 1. California Health and Safety Code §1597.40 or other applicable state statutes shall permit no family day care center for children within the project except as specifically authorized.
- 2. The owner or operator of any such day care facility shall comply with local and state laws regarding the licensing and operating of a day care center. In addition, the owner or operator shall:
 - c. Give notice of intent to establish and operate a family day care center prior to commencing with operation of the center.
 - d. Provide a copy of issuance of all required licenses granted by local and/or state government offices to the Association.
 - e. Name the Association as an additional insured on the liability insurance policy or bond carried by the owner or operator of the day care center;
 - i. Defend, indemnify and hold the Association harmless for any liability arising out of existence and operation of the day care center;
 - ii. Abide by and comply with all of the Association's Rules;
 - iii. Supervise and be completely responsible for children at all times while they are within the project;
 - iv. 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; and
 - v. Insure that all activity generated from his or her Lot shall not generate an unreasonable amount of traffic or unreasonably limit parking for other owners, their guests, association employees or agents.

Section 5.03 Temporary Residence

- 1. No garage, trailer, camper, motor home or recreational vehicle shall be used as a dwelling structure.
- 2. Upon receipt of written request from an Owner, the Board may permit temporary use of such a structure or vehicle on a limited basis under prescribed conditions for construction purposes during any period of time that the residential dwelling structure may be under construction or renovation.
- 3. The Board reserves the right to deny any such request and/or to adopt reasonable rules specific to the applicant at such time the request is presented.

Section 5.04 Leases or Rental of Residences Provisions

- 1. An Owner shall be entitled to lease or rent his Residence contingent upon compliance with the following:

- f. There is a written rental or lease agreement specifying that the tenant shall be subject to all provisions of the Association Management Documents and any applicable agreements between the Association and any of the Federal Agencies satisfy guidelines or regulations that permit the Federal Agencies to purchase, insure, or guarantee First Mortgages encumbering Separate Interests;
 - g. Further, that the written agreement shall specify that a failure to comply with any provision of the Association Management Documents shall constitute a default under the agreement;
 - h. The period of the rental or lease is not less than thirty (30) days;
 - i. The Owner gives notice of the tenancy to the Board and has otherwise complied with the terms of the Association Management Documents; and
 - j. The Owner gives each tenant a copy of the Association Management Documents.
6. Upon satisfaction of the foregoing conditions, all rights to the use and enjoyment of the Separate Interest shall be exercised by the tenant rather by the Owner of the leased or rented Lot; provided, however, the Owner shall not be relieved of the obligations and duties imposed by this Declaration.
 7. Each Owner shall at all times be responsible for compliance by any tenant or lessee of his Residence with all of the provisions of this Declaration.

Section 5.05 Provisions Related to Invitees

1. Each Owner shall be responsible for compliance with the provisions of the Association Management Documents by his Invitees and/or the Invitees of a leaseholder of the Separate Interest.
2. An Owner shall promptly pay any Reimbursement Assessment levied and/or any fine or penalty imposed against such Owner for violations committed by his Invitee, in accordance with the Association Management Documents.

Article 6

Use Restrictions

Section 6.01 Animals

1. The Board shall specifically have the right to prohibit the maintenance of any animal which, after Notice and Hearing, is found to be a violation of any of the following provisions:
 - a. No livestock, reptiles, poultry or other animals of any kind shall be raised, bred or kept upon the Covered Property except dogs, cats or other household pets.
 - b. No animals may be kept upon the Covered Property for commercial purposes, or in numbers deemed unreasonable by the Board.
 - c. Permitted household pets may be kept on the “Net Usable Area” of a separate interest.
 - d. Permitted household pets may not be kept upon any portion of a Side Yard Easement Area of a Separate Interest.
 - e. The keeping of permitted household pets may not result in any annoyance or obnoxious behavior, objectionable noise or smell to residents in the vicinity.

- f. A Dog may be exercised upon the Covered Property contingent upon the requirement that the property owner frequently deposits solid bodily wastes into an appropriate container and at least weekly removes such waste of such animal from the Covered Property.
 - g. Animal waste is to NEVER be tossed either down or up slopes or over fences (such as into common areas or, of course, neighboring private lots). Property owners are expected to combine bagged wastes with the weekly rubbish pick-up.
 - h. All Dogs shall be kept on a handheld leash when on any portion of the Covered Property except when confined within a Separate Interest. Any dog waste droppings onto front yards or common areas are to be picked up immediately, typically by plastic bag, and carried to homeowner's own rubbish can. Homeowner's are responsible for cleaning up cat waste droppings from neighboring lots if detected and accessible.
2. Each Owner, by accepting a deed to a Separate Interest, shall indemnify, protect, defend and hold harmless the Association and all other Owners, and the Related Parties of the other Owners or of the Association, from and against any and all claims, obligations, expenses, liabilities or costs, including but not limited to attorneys' fees, for property damage or bodily injury or death of any person caused by such pet, or arising from the use by or presence of the animal in any portion of the Covered Property, except to the extent that such claims, obligations, expenses, liabilities or costs arise out of the willful or negligent acts or omissions of such other Owner or the Association, or their respective Related Parties.

Section 6.02 Antennas & Satellite Dish Installations

1. No person may install on the exterior of any residence or in a yard any antenna or over-the-air-receiving device except for an "Authorized Antenna."
2. An Authorized Antenna is:
 - a. An antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one (1) meter or less in diameter, or
 - b. An antenna designed to receive video programming service, including multi-channel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and is one (1) meter or less in diameter or diagonal measurement,
 - c. An antenna designed to receive television broadcast signals, or
 - d. An antenna used to receive and transmit fixed wireless signals.
3. An Authorized Antenna may be mounted on a mast to reach the height needed to receive an acceptable quality signal, subject to local governmental agency permitting requirements for safety purposes.
4. The following restrictions on installation pertain to an Authorized Antenna:
 - a. Preferred Locations. The Committee has determined that each Authorized Antenna be placed in a relatively inconspicuous location on the residence or other location in the rear yard so that an acceptable quality signal can be received. Owners should avoid installing the device on the front plane and immediate front corners of the house and any outermost plane of the house facing a public right-of-way if possible. The device should be either not readily visible from neighboring property or partially screened from view from streets or any neighboring lot or actively used common area.
 - b. Screening. It is recommended that the device be placed high on a recessed feature on the house so that portions of the structure may act as screening. Vegetation may also be used as screening. The Committee will consider other screening material on a case-by-case basis.

- c. Complimentary-Color Painting. Subject to manufacturers' recommendations, masts, cables, conduits and any additional screening are to be painted to blend with the surrounding color of the house.
5. Any request for a non-complying location shall be accompanied by an explanation from the installer printed on their company letterhead.
6. It is understood that some installers will attempt to persuade an owner to install these devices in a location that is the easiest for them to manage, however such a location may not result in the most aesthetically pleasing location for your property and neighboring views. Therefore, we ask that each owner take special care in directing the installer in the placement of these devices. The Committee has the power to review and approve or disapprove installation locations, screening and camouflage. If the installation, screening or camouflages are disapproved, the Committee may require the Owner to modify the installation or location consistent with reasonable restrictions in the Rules and Regulations, Project Documents and applicable law.
7. The following pertains to prohibitions on installations:
 - a. The Committee has the power to prohibit or restrict the installation of any antenna or device that does not meet the definition of an Authorized Antenna.
 - b. The Committee may prohibit the installation of an Authorized Antenna in a particular location if; the installation, location or maintenance of such device unreasonably affects the safety of the owners or any other person, or for any other safety-related reason established by the Committee.
 - c. The Committee may prohibit the installation of any antenna or device on any real property not owned or exclusively controlled by an Owner.

Section 6.03 Basketball Standards

1. The installation of any basketball standard or fixed sports apparatus affixed to any portion of a structure is prohibited.
2. The use or placement of any portable apparatus for basketball is restricted to the rear yard of a lot.
3. The use or placement of any portable apparatus for basketball is prohibited upon any portion of a front yard, driveway and public streets.

Section 6.04 Clothes Drying Facilities

1. No outside clothesline or other outside clothes drying or airing facilities are permitted on any portion of a Lot.

Section 6.05 Drainage

1. All drainage of water from any Separate Interest shall drain or flow into adjacent streets or alleys and shall not be allowed to drain or flow upon, across, or under any other portion of the Covered Property unless an easement for such purpose is granted.
2. An Owner shall not alter the drainage of water which exists pursuant to the drainage plan originally created at the time of the initial sale of his Separate Interest by Declarant, except through the use of a positive drainage device that does not materially affect the concentration or flow direction of drainage water under said drainage plan.
3. In the event that the Board determines that any portion of the Covered Property required to be maintained by the Association has been damaged or destroyed by any negligent or malicious act or

omission of any Owner, his family, guests, employees, tenants, or agents, the owner shall be responsible for the cost of repairing the damage in accordance with the Article entitled "Discipline of Members" of the Bylaws.

4. Any increase in insurance payable by the Association that is the result of damage by any negligent or malicious act or omission of a particular Owner, or any related parties shall also be paid by the Owner.

Section 6.06 Driveway Widening

1. Driveways within the Covered Property shall not be widened beyond their original width.
- 1.

Section 6.08 Garage Sale Standards

1. Temporary "Garage Sale" type activities shall be permitted to be conducted on a Separate Interest, which may be visible from a street, Easement Areas, or the other Separate Interests.
2. Such activities shall be limited to one (1) event per lot in a six (6) month period. The duration of each event shall be limited to a time period not to exceed one (1) consecutive eight (8) hour day.
3. All evidence of such activity shall be removed from public view upon the conclusion of each eight (8) hour event.

Section 6.09 Hazardous Waste

1. All hazardous waste, including motor oil shall be disposed of in a proper manner.
2. The placing of used motor oil in trash receptacles, garbage dumpsters or anywhere within the Covered Property is prohibited.
3. Motor oil that has accumulated in parking stalls or driveways shall be cleaned as soon as possible to prevent oil from entering the storm water drainage system.

Section 6.10 Lighting

1. An Owner is required to apply for and obtain approval from the Architectural Committee, prior to causing modifications of existing exterior lighting system and/or completing new lighting system installations within his Separate Interest.
2. No exterior lighting system may be modified or installed without adequate and proper shielding from other Residences and the street shall be installed on any Lot. The Architectural Committee shall determine whether the shielding is adequate and proper if a dispute should arise.
3. No exterior rear yard lighting fixtures shall be installed which constitute an annoyance or nuisance to an adjoining Owner or to the neighborhood.
4. Installation and display of temporary exterior lighting and other decorations installed to celebrate any seasonal holiday is limited to forty-five (45) days prior to the date of the holiday. All such temporary lighting and other decorations must be removed within thirty- (30) days after the date of the celebrated holiday.

Section 6.11 Machinery and Equipment Use

1. Without the approval of the Board, no machinery or equipment of any kind shall be maintained or operated upon any Separate Interest except as is customary and necessary in connection with approved construction.

Section 6.12 Nuisances

1. No noxious or offensive trade or activity shall be permitted upon any part of the Covered Property.
2. No activity or behavior may be done upon the Covered Property, which shall in any way interfere with the quiet enjoyment of each Owner of the Net Usable Area of his respective Separate Interest.
3. No activity or behavior may be done upon the Covered Property that shall in any way increase the rate of insurance on any other Separate Interest or the Covered Property.
4. The result of every act or omission where any provision, condition, restriction, covenant, easement, or reservation contained in the Association Management Documents is violated in whole or in part, constitutes a nuisance, and every remedy allowed by law or equity against a private nuisance, shall be applicable against every such result, and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative and not exclusive.

Section 6.13 Roof Structures

1. Except as set forth in the regulations and guidelines pertaining to solar energy systems, no other appliances or installations on exterior roofs of structures including, without limitation, roof-top turbine ventilators, shall be permitted unless they are approved by the Architectural Committee or are installed in such a manner that they are not visible from streets or any other portion of the Covered Property.

Section 6.14 Screen Doors

1. The installation of any screen door, which may be visible from the public view, is prohibited.

Section 6.15 Signs

1. No billboard of any kind shall be displayed to the public view on any portion of the Covered Property except such signs as may be used by the Declarant in connection with the development of the Covered Property, or signs that are installed or displayed by the Association.
2. No tradesmen's, contractors, and installers' signs of any type may be displayed on any residence or lot.
3. No more than one (1) temporary "For Sale", "For Rent" or "For Exchange" sign is permitted to be displayed upon the Covered Property directly in front of a Separate Interest that is for sale, rent or exchange contingent upon the following:
 - a. Such temporary signs, which are to be reasonably located and in plain view of the public shall:
 - i. Be reasonable in dimensions (standard size), and design.
 - ii. Not adversely affect public safety, including but not limited to traffic safety.
 - iii. Advertise that the property is for sale, lease, or exchange by the Owner or his or her agent.
 - iv. May advertise directions to the Owner's property.

- v. Advertise the Owner's name, or agent's name, address and telephone number.
4. Signs required by legal proceedings may be displayed.
5. No more than two (2) temporary "Political Campaign" signs may be displayed on a Lot. Such temporary displays must be limited to thirty- (30) days prior to and one week past the election for which the sign information pertains.
6. No more than one (1) temporary "Garage Sale" sign or other sign for any event of like nature may be displayed on a Lot. Such temporary displays must be limited to two (2) hours prior to the beginning of the event and shall be removed from public view upon the conclusion of the event.
7. All signs displayed in the Project shall be attractive and compatible with the design of the Covered Property.
8. All signs must comply with all applicable local ordinances, be reasonable in dimensions and design, and may not adversely affect public safety, including traffic safety.

Section 6.16 Solar Energy Systems

1. Reasonable guidelines and restrictions regarding the installation of solar energy systems permitted by California Civil Code § 714 prevail upon an Owner of a Separate Interest within the Covered Property.
2. An Owner is obligated to obtain written consent of the Architectural Committee prior to the installation of such permitted systems.
3. Refer to the Summit Ridge at Saddle Mountain Architectural Guidelines for specific submission requirements and Solar Energy System criteria.

Section 6.17 Storage of Waste Materials

1. All garbage, trash and accumulated waste material shall be placed in individual trash containers or receptacles.
2. Trash containers and receptacles shall be concealed in garages or behind permanent fencing contiguous to the Residence.
3. The containers may be placed at curbside for pickup on the day of the week that trash pick-up occurs.
4. Trash containers and receptacles shall be removed from curbside and concealed from public view on the day of the week that the trash is picked up by the service provider.

Section 6.18 Unsightly Items

1. Receptacles for the collection of trash and recyclable materials shall be stored within the garage at all times except as reasonably necessary to move such receptacles to the curb or other yard area designated for such purpose for collection by the appropriate Public Agency.
2. All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Separate Interests and shall not be allowed to accumulate thereon.
3. All clotheslines, refuse containers, trash cans, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Separate Interest unless obscured from view of adjoining streets or portions of the Covered Property from a height of six (6) feet or less.

Section 6.19 Vehicles

1. To monitor the number of motor vehicles used by occupants, the Association may require that occupants register all vehicles on a special information form and display an identification number on each vehicle owned. Failure to comply with this requirement may result in assessment of a penalty fine.
2. For the purposes of these rules, temporary parking shall mean a period of time limited to four (4) consecutive hours.
3. For the purposes of these rules, temporary parking of vehicles shall be limited to the driveway portion of a separate interest (lot) for the following activities:
 - a. Washing and polishing of vehicles and activities related thereto;
 - b. Loading and unloading of vehicles belonging to Owners and guests of Owners;
 - c. Parking of prohibited vehicles being used in the furnishing of services to the Association or the Owners.
4. For the purposes of these rules, prohibited vehicles shall mean:
 - a. Any commercial type vehicles such as, and without limitation, a truck with a greater than one ton capacity;
 - b. Buses;
 - c. Limousines;
 - d. Dump trucks;
 - e. Cement mixer trucks;
 - f. Any recreational vehicles or equipment designed to be used for recreational purposes such as, and without limitation, trailers, boats, campers, trailer coaches, house cars, camp cars, aircraft, watercraft, motor homes (if the motor homes are a size larger than seven (7) feet in height and/or greater than one hundred twenty-four (124) inches in wheel base length) or any other similar type of equipment or vehicle; and
 - g. Non-motorized and motorized vehicles that are not in operating condition.
5. Except for temporary parking, no prohibited vehicles shall be permitted to remain upon the Covered Property unless placed or maintained within a garage where it is completely obscured from view of adjoining streets, Association Property and Separate Interests (lots).
6. Permitted vehicles shall not be parked anywhere upon the Covered Property except wholly within garages and driveways, and along the curbs of the public streets.
7. Vehicles in driveways shall not block the sidewalks.
8. Parking along public streets may be restricted by the City in terms of maximum time limits, designated prohibited hours (e.g., for street cleaning), or otherwise.
9. The maintenance and storage of operative or inoperative vehicles shall not violate any laws, regulations or ordinances of any Public Agency.
10. As long as applicable ordinances and laws are observed, the Board may cause the removal of any vehicle determined to be in violation of the Association Management Documents.

Section 6.20 Window Coverings

1. Only curtains, drapes, shutters or blinds are to be installed as window covers.
2. All permitted window coverings shall be installed within ninety- (90) days after close of escrow for the Separate Interest.
3. No portion of any drape, blind, or curtain installed on the interior of any residence, which may be seen from outside such residence, shall be of a color, texture or material which, in the reasonable opinion of the Board of Directors or Architectural Committee, is inharmonious with the exterior appearance of all residences.
4. No window shall be covered with aluminum foil, reflective film, newspapers, sheets or other material not designed for use as a window cover.
5. All permitted window coverings must be well maintained and replaced upon exhaustion of its useful life.

Article 7

Repair & Maintenance

Section 7.01 Front Yard Landscape

1. Modifications to existing Landscape Improvements as originally installed by the Declarant or new Front Yard Landscaping Improvements may be completed, at the election of an Owner, within the front yard portion of the Net Usable Area of a Separate Interest.
2. An Owner is obligated to obtain written consent of the Architectural Committee prior to completing any such modifications or new installations within a front yard portion of the Net Usable Area of a Separate Interest.
3. Refer to the Summit Ridge at Saddle Mountain Architectural Guidelines for specific submission requirements and design criteria.

Section 7.02 Rear Yard Landscaping – Required Installation Time Frame

1. Landscaping Improvements upon all portions of the Net Usable Area within the rear yard that are visible from a street, Common Area or any neighboring Separate Interest shall be completed on or before a date six (6) months from the date of the Close of Escrow.
2. An Owner is obligated to obtain written consent of the Architectural Committee prior to the installation of all Landscaping Improvements.
3. Refer to the Summit Ridge at Saddle Mountain Architectural Guidelines for specific submission requirements and design criteria.

Section 7.03 Side Yard Easement Area Landscaping & General Intended Use

1. For illustrative purposes only, the typical Side Yard Easement Areas within the boundaries of a Separate Interest are in Exhibit A of the CC&R's.
2. An Owner is obligated to obtain written consent of the Architectural Committee prior to the installation of all Landscaping Improvements or other permitted Improvement within the Side Yard Easement Area of a Separate Interest.

3. Refer to the Summit Ridge at Saddle Mountain Architectural Guidelines for specific submission requirements and design criteria.
4. The Side Yard Easement Area is reserved and shall be exclusive to the right of access by the Burdened Property Owner of a Separate Interest for the limited following purposes the installation of:
 - a. Landscaping;
 - b. Gates;
 - c. Drainage;
 - d. Establishment of a general recreational or garden area.

Section 7.04 Side Yard Easement Area Restrictions

1. The installation of a dog run is strictly prohibited within a Side Yard Easement Area.
2. The grading within the Side yard Easement Area may not be disturbed or otherwise altered.
3. The installation of any landscaping or other permitted Improvements that may unreasonably prevent the Burdened Property Owner from entering upon such Side Yard Easement Area for authorized purposes is strictly prohibited.
4. Alterations to the existing drainage patterns which may adversely effect the usability of the Net usable Area of the Burdened Property Owner and the structural integrity of any improvements thereon is strictly prohibited.

Section 7.05 General Provisions - Front, Rear and Side Yard Area Landscaping

1. Landscaping Improvements or other permitted Improvements within the front and rear yard portions of the Net Usable Area and Side Yard Easement Area of a Separate Interest shall not interfere with or affect the structural integrity of the dwelling or other structures located within the Separate Interest or any neighboring property.
2. Landscaping and other permitted Improvements installed or to be installed shall comply with requirements of all governmental and/or quasi-governmental entities that have jurisdiction of the Project, including but not limited to the City.
3. Landscaping Improvements or other permitted Improvements within the front and rear yard portions of the Net Usable Area and Side Ya rd Easement Area of a Separate Interest must be maintained in good condition and repair and in a clean, presentable and attractive condition in accordance with the following Landscape Standards of Care:
 - i. All landscaping shall be maintained and cared for in a manner consistent with the standards of design and quality originally established by Declarant and in a condition comparable to that of other first class residential subdivisions in the County.
 - j. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced.
 - k. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed.
 - l. Adequate watering and fertilization must be provided on a regular basis to ensure a healthy condition of all plant materials.

Section 7.06 Structural Improvements

1. Damaged or destroyed structural Improvements shall be restored to a clean, sanitary and presentable condition within such reasonable time as prescribed by the Board on a case-by-case basis.
2. No Improvement shall be constructed, performed, installed, altered or demolished, nor shall the color of any Improvement be changed ("Alteration") on any Separate Interest until plans have been submitted and approved by the Architectural Committee pursuant to provisions of the Association Management Documents.
3. For purposes of the Association Management Documents, the term ("Alteration") shall not include repainting or refinishing any Improvement in the same color or repairing any Improvement with the same materials.

Section 7.07 Fences and Walls

1. Fences and walls shall be maintained by the Owners as follows:
 - m. Party Walls shall be maintained by the Owners who share the use thereof as set forth in the Article entitled "Party Walls" of the CC&R's;
 - n. The maintenance of any other fences or walls, or portions thereof that form the boundary of the Net Usable Area of an Owner shall be performed by the Owner of such Separate Interest and shall include the cleaning of all surfaces of any plexiglass fence or the plexiglass portion of any combination fence;
 - o. No fences or walls may be removed, reconstructed or modified as to structure, finish or color without the prior written consent of the Architectural Committee. Refer to the Summit Ridge at Saddleback Mountain Architectural Guidelines for specific information regarding fence painting; and
 - p. Any damaged or destroyed fences and walls, or portions thereof, must be restored or reconstructed to a condition as initially constructed by Declarant or as approved by the Architectural Committee.

Section 7.08 Slopes and Terraces

1. All slopes and terraces shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.
2. All slopes and terraces shall be mowed on an annual basis to control weed populations.

Section 7.09 Drainage Facilities

1. All Drainage Improvements within a Net Usable Area shall be maintained by the Owner who has the exclusive use of such Net Usable Area to the extent provided in Section 9.3(c)(ii) of the CC&R's. The following represents, in part, such provisions:
 - q. The Owner must maintain conditions that will ensure that drainage is not blocked and water does not pond in a manner that would cause damage to the Net Usable Area of any other Owner.
 - r. The Owner must not allow any condition to exist that would cause water to pond upon the Net Usable Area of any other Owner or upon Common Area.

- s. The Owner must not allow any condition to exist that would generate sediment or allow debris to accumulate that would prevent proper drainage through and across such drainage facilities from adjoining Net Usable Areas.
- t. No Improvements shall be constructed within any Side Yard Easement Area on which such Drainage Improvements are located that would interfere with the drainage to or through such Drainage Improvements from or to any other Net Usable Area that shares the use thereof unless adequate provisions have been made to relocate the drainage flow to the satisfaction of the Architectural Committee.

Section 7.10 Alterations to Residences

- 1. Owners may alter or remodel the interiors of their Residences if the Owner complies with all laws and ordinances regarding alterations and remodeling, without prior consideration or approval by the Association.