

ARTICLE 6: GENERAL RESTRICTIONS

6.1 Antennas. No antennas for transmitting or receiving radio signals or any other form of electromagnetic radiation may be installed except as provided in the Association's Rules and Regulations, its Architectural Standards, and applicable law.

6.2 Barbecues. Open fires are prohibited throughout the Development, except for barbecue fires, outdoor fireplaces, and fire pits contained within permanent receptacles or structures designed for such purposes. Hours of operation, other permissible equipment, and other rules regarding barbecue operation may be stated in the Rules and Regulations. Occupants must take reasonable precautions to minimize smoke from entering other Lots.

6.3 Criminal Activity Prohibited. No Member, Resident, family member, guest or invitee is permitted to engage in criminal activities anywhere within the Development, including, without limitation, any Lot and/or Residence. For purposes of this section, "criminal activities" includes, without limitation, drug-related activities (including the illegal manufacture, sale, distribution, or use of a controlled substance), gang-related activities, the unlawful use or discharge of firearms, or any misdemeanors or felonies enumerated in the California Penal Code, or any federal criminal statute, local ordinance, regulation or other law. In addition, Members owning a Lot must prohibit, in their lease, rental agreement or otherwise, Persons who engage in criminal activities from occupying their Residence or Lot.

6.4 Drains. Members are not permitted to interfere with established drainage patterns in the Development unless an alternative provision is made and approved in advance in writing by the ARC.

6.5 Drilling and Exploration. No Lot is permitted to be used in any manner to explore for, excavate, remove, refine, or store any quantities of water, gasoline, oil, hydrocarbons, minerals, gravel, earth, or earth substances of any kind in excess of usual and customary amounts necessary for residential use unless approved by the ARC.

6.6 Drones. A "drone" is defined as a powered aerial vehicle that flies autonomously or is remotely piloted. The operation of drones in the Development, if allowed by the Association, must comply with the Association's Rules and Regulations and federal and state law. No Person is permitted to operate, cause, allow or authorize the operation of a drone in the airspace above any portion of the Development in such a way as to invade the privacy of Association Members, guests, Residents or vendors, whether equipped with a camera or otherwise. Prior written approval of the Board of Directors must be given for drone operations that are contrary to this Section or the

Association's Rules and must comply with such terms and conditions as the Board may deem appropriate under the circumstances.

6.7 Flammable Materials. Except for reasonable amounts of legal ammunition for use with legal firearms, the storage or use of explosives, fireworks, or highly flammable or highly corrosive materials by Members, Tenants, Residents, or their respective family members, guests, or invitees anywhere in the Development is prohibited.

6.8 Grading. To preserve the natural beauty of Saddle Mountain as a rural environment, Owners must obtain approval from the ARC prior to commencement of any grading.

6.9 Health/Safety Hazards. Members must not permit conditions that constitute a health, safety, or fire hazard to exist on their Lots.

6.10 Laundry. No clothesline or drying rack may be erected, maintained or used in the exterior of the Development except in the backyard of the Lot. The Association may adopt reasonable rules and restrictions regarding the use of clotheslines and drying racks as allowed by law.

6.11 Machinery and Equipment. No machinery or equipment of any kind is permitted to be placed, operated or stored upon or adjacent to any Lot except for such machinery or equipment as is usual and customary in connection with the use, maintenance, repair, or construction of a Lot or its Improvements. Other rules regarding machinery and equipment operation may be stated in the Association's Rules and Regulations.

6.12 Marijuana and Controlled Substances. Except for a reasonable amount for personal use, growing or distributing marijuana or medical marijuana, as well as manufacturing, synthesizing, producing or distributing any illicit or controlled substances as defined by applicable state and/or federal laws, is strictly prohibited in the Development, whether in Lots, or Common Areas.

6.13 Noise Levels Lots 37 and 38. The approval of the Subdivision Maps for Saddle Mountain by the County of Ventura has been conditioned upon the requirement that the interior noise levels of any dwelling units constructed upon Lot 37 and Lot 38 shall be attenuated in conformance with the noise insulation standards of Chapter 1, Article 4, Section 1092 of Title 25 of the California Administrative Code. For these purposes, noise source levels shall be based upon the 1990 traffic volumes projected along Highway 33 by the Environmental Impact Report utilized by the County of Ventura in connection with its approval of the Saddle Mountain Subdivision Maps. The issuance of building permits for the construction of any dwelling units on either Lot 37

or Lot 38 requires a specific determination by the Department of Building and Safety of the County of Ventura that these noise attenuation requirements have been satisfied. The ARC shall immediately, upon the receipt of development plans for either Lot 37 or Lot 38, advise the party submitting such plans in writing of the additional requirements described in this Section 6.13.

6.14 Nuisance. Members are prohibited from causing or permitting any act or condition which constitutes a nuisance.

- a. *Unreasonableness*. To constitute a nuisance, the act or condition must be an unreasonable disturbance or annoyance, unreasonably injurious to health, indecent, or unreasonably detrimental to Persons or property.
- b. *Board Determination*. Because a nuisance is largely subjective, the Association is not obligated to become involved in disputes where, in the opinion of the Board, the alleged disturbance does not constitute a nuisance. Despite the Board's determination, the parties retain the right to take appropriate legal action against each other without involving the Association.

6.15 Obstruction of Common Areas. Obstruction or misuse of the Common Area for other than its intended purpose is prohibited unless expressly permitted in writing by the Board for good cause. No one may modify or remove anything from the Common Area without prior written approval of the ARC.

6.16 Occupancy Restriction. No more than two (2) natural Persons per bedroom plus one additional natural Person may reside in a Residence or Lot. For purposes of this restriction, "reside" means to use or occupy any Residence or Lot for more than thirty (30) consecutive days and/or more than sixty (60) aggregate days, whether or not consecutive, in any one calendar year. Where the number of natural Persons residing in a Residence or Lot, as of the date these CC&Rs are recorded, exceeds the maximum number permitted in this Section, the natural Persons then residing in the Residence or Lot ("Permitted Residents") are permitted to continue residing there; provided, however, any Permitted Residents who cease to reside in the Residence or Lot cannot be replaced while the number of Residents in the Residence or Lot equals or exceeds the maximum permitted in the previous section.

6.17 Quiet Enjoyment. No one may engage in any behavior, whether verbal or physical, including, but not limited to, the posting or distributing of documents, openly or anonymously, anywhere in the Development where such behavior is abusive, harassing, threatening, intimidating, defaming, slanderous, unlawfully aggressive,

and/or otherwise legally actionable against other Members, Residents, guests, invitees, Directors, or the Association's management, employees, agents, or vendors.

6.18 Residential Use. Using a Lot, or permitting a Lot or any portion of it, to be occupied or used for any purpose other than a private residential dwelling is prohibited. Lots must not be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other nonresidential purpose, including but not limited to filming or other media productions, weddings, conferences, concerts, and other paid events or commercial agriculture use. Notwithstanding the foregoing, Residents may use a room in their Lot as a home office or art studio, provided that (1) the primary use of the Lot remains as a Residence, (2) no business advertising or signage is used in connection with the home office or studio use, and (3) package deliveries, customers, clients or patients visits to the Lot are kept to a minimum. The Board may adopt additional Rules regarding residential use.

6.19 Sale of Accessory Dwelling Unit. Accessory dwelling units ("ADU") must not be sold or conveyed separately from the primary Residence on any Lot unless the County of Ventura adopted an ordinance, pursuant to Government Code § 65852.2, that allows the Lot owner to create a condominium project for such separate sale or conveyance. In addition to any requirements imposed by the County of Ventura, Owners must not record a condominium plan for the separate sale or conveyance of the primary Residence and ADUs under Government Code § 65852.2 without the Association's approval. For purposes of this Section, approval of the Association means approval of the Board and approval of at least sixty-seven percent (67%) of the Association's Owners. The vote of the Owners must be held pursuant to the requirements of Civil Code §§ 5100-5145. The Owner of the Lot shall be responsible for reimbursing the Association for all costs incurred in holding the membership vote. Any Person or entity acquiring title to any ADU or Residence that is sold as a condominium shall not be deemed to be an Owner or Owner of the Association and shall have no voting rights or responsibility to pay the Assessments unless they are the record Owner of the Lot. The Owner of the Lot shall continue to be an Owner of the Association and shall continue to be solely responsible for all rights and obligations under the Association's Governing Documents, including voting rights and the obligation to pay Assessments imposed on the Lot. Junior accessory dwelling units ("JADU") must not be separately sold or conveyed from the primary Residence on the Lot.

6.20 Sale of Lot. The Association may impose restrictions or limitations on open houses, brokers' caravans and other matters relating to the sale of a Lot in the Rules and Regulations.

6.21 Sanitary Conditions. Members must maintain and repair their Lots and all

Improvements thereon in a clean and sanitary condition and not allow rubbish or debris of any kind to accumulate, causing any Lot or portion of a Lot to become unsanitary, unsightly, or offensive.

6.22 Satellite Dishes. Satellite dishes may only be installed as provided for in the Rules and Regulations, Architectural Standards, and applicable law.

6.23 Signs, Posters and Flags. Signs, posters, flags, banners, notices, and nameplates of any kind may only be displayed to the public view on or from any Lot or in or on any Common Area, as allowed by law. Owners may display one sign in a designated area that is of reasonable dimensions and design, advertising that the property is for sale or lease, as allowed by law and subject to any restrictions in the Rules and Regulations. Commercial signs may not be displayed.

6.24 Smoking and Vaping. All smoking is prohibited in the Common Areas of the Development. "Smoking" means, but is not limited to, any practice by which a substance, whether tobacco, marijuana or any other substance, is burned for the purpose of inhaling its smoke. Additional Common Area restrictions concerning smoking, vaping and E-cigarette use, consistent with these CC&Rs, may be adopted by the Board.

6.25 Solar Energy Systems. Solar Energy Systems, including backup battery systems, may only be installed after obtaining written approval of the ARC and as provided for in the Rules and Regulations, Architectural Standards, and applicable law.

6.26 Pools, Spas, Hot Tubs and Saunas. No pool, spa, hot tub, or sauna may be installed in any Lot without the written approval of the ARC or the Board. Such installations must conform to the Association's Architectural Standards.

6.27 Storage. No Lot is permitted to be used at any time for open-air storage of building materials, vehicles, implements, tools, furniture, landscaping materials or equipment, irrigation pipes or apparatus, junk, trash or any other things whatsoever; provided, however, that building and landscaping materials, tools or equipment may be placed and maintained during construction as provided in the Architectural Standards.

6.28 Tanks and Receptacles. Installation of any tank for the storage of fuel outside any structure on a Lot is subject to advanced written approval of the ARC. Such tanks must be either buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the ARC.

6.29 Time Sharing Prohibited. No Lot or Residence may be divided, used or conveyed on a time increment basis (commonly referred to as "time-sharing"). The term "time-sharing" is defined to include any agreement, plan, program or arrangement under

which the right to use, occupy or possess a Lot or Residence or any portion of a Lot or Residence rotates or changes among various Persons, either corporate, partnership, individual or otherwise, on a periodically recurring basis.

6.30 Trash Containers. Every outdoor receptacle for trash, rubbish or garbage must be placed, screened, and kept as provided for in the Association's Rules and Regulations.

6.31 Use of Independent Contractors. Members may use independent contractors to perform work in their Lots subject to the Association's Rules and its Construction Guidelines, if any. Members are liable for any injury to Persons or damage to the Common Areas, Lots and any personal property caused by the acts or omissions of such Member's contractor. The Association is authorized, in its sole discretion, to repair, restore or replace property damaged by a Member's contractor and is permitted to impose a Reimbursement Special Assessment against the responsible Member for all costs and expenses incurred by the Association from repairing the damage.

6.32 Utility Service. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, are permitted to be constructed, placed or maintained anywhere in or upon any Lot without advanced written approval of the ARC. Such lines, wires or other devices must be constructed, placed and maintained underground or concealed in, under, or on buildings or other structures as specified in the ARC approval. Nothing herein forbids the erection and use of temporary power or telephone services incident to previously approved construction of buildings on the Lot.

6.33 Vibrations. No Member, Tenant, guest or invitee of a Member may operate any fixtures, appliances, furniture, equipment or other devices that cause unreasonable vibrations resulting in unreasonable annoyance to occupants of other Lots and Residences.

6.34 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation, or use of any property within Saddle Mountain is a violation of these CC&Rs and subject to any or all of the enforcement procedures provided in these CC&Rs.

ARTICLE 8: ANIMALS

8.1 Livestock Prohibited. No Lot shall be used to keep any animals or fowl, except for domestic dogs, cats, or other domestic household or yard pets, and a combination of no more than two horses or cows or sheep per acre or fraction thereof. No dogs, cats, birds, poultry, bees, horses, rabbits or other animals or pets are permitted to be raised or traded as business, either directly or indirectly, on any Lot. The Board may establish rules consistent with these CC&Rs regarding the kinds, numbers, and sizes of animals or pets that may be kept, as well as safety, nuisance and other issues.

8.2 Assistance Animals. An animal otherwise prohibited by these CC&Rs which a Resident keeps for the purpose of servicing the Resident's qualified disability, may be kept by such Resident provided the animal is properly cared for (i.e., kept healthy, clean, and properly groomed and waste material is properly disposed of) and not unruly or disruptive (e.g., barking, growling, running loose, displaying aggressive behavior, etc.). All pet rules apply to assistance animals unless contrary to law.

8.3 Nuisance. The Board is authorized to prohibit any animal which, in its opinion, constitutes a nuisance to other Members pursuant to evidence provided at a noticed hearing.

8.4 Dangerous Animals. No wild or undomesticated animal, or animal which the Board has determined to be aggressive or dangerous pursuant to evidence provided at a noticed hearing, is permitted to be kept in the Development. The Board is authorized to require dogs found to exhibit aggressive or dangerous behavior to wear a muzzle while in the Common Area until the Board makes a further determination as to whether the pet will be allowed to remain in the Development.

8.5 Liability. Members are liable for any injury to Persons or property caused by any animal brought or permitted onto or kept within the Development by the Member, Member's Tenant or their respective family members, guests, or invitees.

8.6 Control. Pets are permitted in the Common Area only as permitted by the Rules or this Section. All dogs in the Common Area must be on a leash held by a natural Person capable of controlling the dog. The Association is permitted to remove any unleashed dog found within the Common Areas to a pound or animal shelter under the jurisdiction of the county.

ARTICLE 9: VEHICLES AND PARKING

9.1 Restricted Parking. Vehicles, trailers, watercraft and recreational equipment may be parked on Lots and streets only as provided for in the Association's Rules and Regulations. Members are prohibited from parking their vehicles overnight on the streets within the Development, with the prior approval of the Association.

9.2 Commercial Vehicles. Commercial vehicles, including one (1) ton or larger pickup trucks, panel trucks, tow trucks, stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, taxis, buses, vans designed for ten (10) people or more, vehicles with commercial signage, and the like, are prohibited, except as provided in the Rules and Regulations.

9.3 Proper Operating Condition. Vehicles parked or stored in the Development must not be a hazard or nuisance by noise, exhaust emissions, or appearance.

9.4 Electric Vehicle Charging Stations. Members are permitted, with written approval of the ARC and/or Board, to install at their own expense an electric charging station compliant with Section 4745 of the Civil Code or any successor statute. The Association may impose reasonable requirements on the location and installation of the equipment. A licensed electrician must do all electrical work with appropriate permits from the county building department.

9.5 Noise Limitation. All vehicles must be configured to operate quietly.

9.6 Theft or Damage. The Association is not liable for loss or damage suffered by any Member, Tenant, or guest due to theft of or damage to any vehicle or vehicle contents unless resulting from Association's intentional misconduct or gross negligence.