

ARTICLE VIII
Use of Covered Property and Restrictions

Notwithstanding the possible consent of immediate neighbors to alternate standards, the following covenants, conditions, restrictions and reservations of easements and rights shall apply to all Lots, Common Area, the Owners and all Residents, regardless of the land use classifications. Enforcement shall be by the Compliance Committee, with interpretation as to structures and landscaping by the Architectural Review Committee

Section 8.01. Use of Residential Lots.

(a) Age Restrictions.

Except as otherwise provided in subparagraph (b), below, each Residence within Sun City Lincoln Hills shall be occupied by at least one (1) person who is a qualifying Resident fifty-five (55) years of age or older and who intends to reside in the Residence as his or her primary residence on a permanent basis. All other persons occupying a Residence shall either be Qualified Permanent Residents or a Permitted Health Care Resident, as defined in Sections 1.41 and 1.39 above.

(i) Exceptions

(A) Continued Occupancy by Certain Qualified Permanent Residents.

Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the Qualifying Resident from the Residence, any Qualified Permanent Resident shall be entitled to continue occupancy, residency or use of the Residence as a permitted Resident of Sun City Lincoln Hills, except as provided in paragraph (ii) below. This paragraph (A) shall not apply to a Permitted Health Care Resident.

(B) Right to Terminate Occupancy of Disabled Qualified Permanent Residents.

On six (6) months' prior written notice, the Board shall have the right to terminate the occupancy of any person who is a Qualified Permanent Resident because of disabling illness or injury whose disabling condition ends. However, the Board may permit the person to remain a Resident for up to one (1) year after the disabling condition ends. The Board shall also have the right to terminate the occupancy of a disabled Qualified Permanent Resident that the Board finds, based on credible and objective evidence, is likely to pose a significant threat to the health or safety of others. Any action to terminate occupancy is subject to the procedural requirements set forth in California Civil Code 51.3(b)(3)(B).

(C) Continued Occupancy by Certain Permitted Health Care Residents.

A Permitted Health Care Resident shall be entitled to continue occupancy, residency, or use of the Residence in the Absence of the Resident to whom care was being provided only if both of the following are applicable:

- (1) said Resident became absent due to hospitalization or other necessary medical treatment and expects to return to the Residence with ninety (90) days from the date the absence began; and
- (2) The absent Resident, or the Resident's authorized representative, submits a written request to the Board of Directors stating that the Resident desires that the Permitted Health Care Resident be allowed to continue occupancy in order to be present when the Resident returns to the Residence. Upon written request by the absent Resident, or the Resident's authorized representative, the Board of Directors, shall have the discretion to allow a Permitted Health Care Resident to remain for up to another ninety (90) days if it appears that the Resident will return within that time.

(D) Hardship Exceptions.

In addition to the foregoing exceptions, as provided in Section 8.18, below, in cases of hardship, the Board may grant a variance to the age restriction. However, no exception to these residency restrictions may be granted or continued if such exception results in less than eighty percent (80%) of the Residences being occupied by at least one Qualifying Resident.

(ii) Guests.

Any person under fifty-five (55) years of age may temporarily reside in a Residence as a guest of the Qualifying Resident or Qualified Permanent Resident, for up to sixty (60) days in any calendar year.

(iii) Intent to Comply with Law.

This Section 8.01(a) is intended to comply with California Civil Code Section 51.3, the Fair Housing Act Amendments of 1988, and the Housing for Older Persons Act of 1995, as they may be amended from time to time. In the event of any conflict between those statutes and the text of this restriction, the statutory restrictions shall prevail.

(b) Single Family Residential Use.

All Lots within Sun City Lincoln Hills which are zoned for residential use shall be used solely for the construction or re-construction of Residences whose occupancy and use shall be restricted to Single Family Residential Use. In no event shall a Residence be occupied by more individuals than permitted by applicable law, zoning or other local governmental regulation.

(c) Compliance with Minimum Construction Standards.

All Residences and related structures erected on any Lot shall conform to the minimum construction standards set forth in Article VI, above, and in the Design Guidelines unless a variance has been granted by the Architectural Review Committee in accordance with Section 5.12, above.

(d) Conveyance in Fee Simple.

Each Lot shall be conveyed as a separately designated and legally described fee simple estate, subject to this Declaration.

(e) Maintenance of Lots.

All Lots and the Residences and other Improvements erected or placed thereon (including, without limitation, landscaping) shall at all times be maintained in such a manner as to prevent their becoming unsightly. The vegetation and landscaping on any Lot shall be planted or maintained by the Owner or resident in such a manner as to reduce the risk of fire, prevent or retard shifting or erosion of soils, encourage the growth of indigenous ground cover and cause the proper diversion of water into streets and natural drainage channels.

(f) Maintenance of Buildings and Structures.

No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the architectural review and approval requirements of Article V, above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

(g) One (1) Kitchen Unit

No more than one (1) kitchen facility shall be installed or maintained in any Residence unless included as an optional feature in floor plans offered by Pulte/DelWebb homes in Lincoln Hills. Any such proposed addition shall be subject to review and approval by the Architectural Review Committee, and shall be in compliance with current building code restrictions.

(h) **Quiet Enjoyment.**

Each Resident shall limit activities on his or her Lot that generate enough noise to be offensive to neighboring Lot Owners or Residents, to the hours between 9:00 a.m., and 7:00 p.m. Wind chimes shall be allowed unless such wind chimes are audible from the closed interior of a neighbor's Residence. Nothing in this paragraph is intended to limit the generality of the nuisance provisions hereof. (See Section 8.05, below.)

(i) **Payment of Individual Utility Charges.**

Each Owner shall be obligated to pay any and all assessments for sewage, garbage collections, water, electricity, cable television, telephone and other utilities, taxes, school assessments and other charges assessed individually against his/her Lot. In common maintenance areas, some or all utilities may be metered in common, in which case each affected Owner will be responsible for his/her pro rata share of the common utility expense.

Section 8.02. Household Pets.

The following restrictions regarding the care and maintenance of pets within the Covered Property shall be observed by each Owner and Resident:

(a) **Reasonable Number of Common Household Pets.**

A reasonable number of common household pets may be kept on each Lot so long as the same are not kept, bred or maintained for commercial purposes. No other animals, livestock, or poultry of any kind shall be kept, bred or raised on any Lot or in any Residence unless approved by the Compliance Committee. Upon the written request of any Member, the Compliance Committee shall conclusively determine whether, for the purposes of this Section, a particular animal, bird, fowl, reptile or any livestock is a generally recognized house or yard pet, whether such a pet is a nuisance, or whether the number of animals or birds on any such property is reasonable.

(b) **Pet Facilities.**

The Architectural Review Committee must approve all structures for the care or housing of a pet on any Lot. Such structures shall be maintained so that they are not Visible from Neighboring Property. The Committee may, with the approval of the Board, develop specific guidelines for this purpose.

(c) **Control of Pets within the Common Area.**

No pet shall be permitted upon Common Areas except as controlled on a leash or similar device, as defined in the Association Rules, and held by its owner or owner's agent.

(d) **No Tethering.**

No household pet shall be left chained or otherwise tethered in front of a Lot or in the Common Area. Pet owners shall be responsible for the prompt removal and disposal of

pet wastes deposited by their pets in the Covered Property and the Common Area.

(e) **Responsibility of Pet Owners.**

Each person bringing or keeping a pet on the Covered Property shall be solely responsible for the conduct of the owner's pets. The Community Association, its Board, officers, employees and agents shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet.

(f) **Additional Pet Rules and Regulations.**

The Board of Directors shall have the right to establish and enforce additional rules and regulations defining in a uniform and nondiscriminatory manner, what constitutes a "reasonable number" of pets depending on their size, disposition and/or maintenance requirements and imposing standards for the reasonable control and keeping of household pets in, upon and around the Covered Property to ensure that the same do not interfere with the quiet and peaceful enjoyment of other Owners and Residents of Sun City Lincoln Hills and/or use by others of the Golf Courses.

Section 8.03. Temporary Occupancy and Temporary Buildings.

No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of Improvements on any property shall be removed promptly after the completion of construction.

Section 8.04. Separate Buildings, Storage Sheds, Firewood Storage and Other Outside Storage.

Except as set forth for pet structures in Section 8.02, above, and except for firewood storage structures as set forth below, no separate enclosed buildings or structures, storage buildings or sheds, whether prefabricated, metal or of any other construction whatsoever, whether permanent or temporary, shall be placed, assembled, constructed or otherwise maintained on any Lot in areas subject to prohibition of solid rear walls and fences, nor on any other Lot in such manner as to be Visible From Neighboring Property. Any firewood storage structures in areas with open fences must be in side yards and all firewood storage structures in all areas must be approved by the Architectural Review Committee, subject to applicable zoning requirements and other local ordinances, and to size limitations and other regulations as may be adopted by the Board. Woodpiles or other material shall be stored in a manner so as not to attract rodents, snakes, and other animals and to minimize the potential fire danger. Except as provided for herein, or in any Supplemental Declaration, no furniture, fixtures, appliances, or other goods and chattels not in active use shall be stored in any building or open area or on any Lot in such manner that such material is Visible From Neighboring Property, provided, however, that in areas with open fencing firewood may be stored in side yards either in an approved storage structure or in a landscape-screened area as approved by the Architectural Review Committee.

Section 8.05. Prohibition of Noxious Activities.

No illegal, noxious or offensive activities shall be carried out or conducted upon any Lot or Common Area nor shall anything be done within the Covered Property which is or could become an unreasonable annoyance or nuisance to neighboring property Owners. Without limiting the foregoing:

(a) Noise Activities.

No Owner shall permit noise, including, but not limited to, barking dogs, the operation of stereo amplifier systems, television systems, horns, whistles, firecrackers, bells or other sound devices, except wind chimes and security devices used exclusively for security purposes, or power tools, to emanate from an Owner's Lot or from activities within the Common Area, which would unreasonably disturb any other Owner's or tenant's enjoyment of his or her Lot or the Common Area. Owners of Lots adjacent to any Golf Courses' fairways shall be obligated to be particularly attentive to restricting noise in yard areas adjacent to the fairways to levels that will not unreasonably disturb users of any Golf Courses. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration. The Board in its sole discretion shall have the right to determine the existence of any nuisance.

(b) Trash and Debris.

No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors (excepting manure when used as a lawn fertilizer) shall be permitted to arise or emit therefrom so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property (including the Common Area) in the vicinity thereof or to the occupants of such other property.

(c) Outdoor Lighting.

No lighting will be permitted which causes unreasonable glare to neighboring Owners, neighborhoods or the Common Area; provided, however, the Community Association may maintain lighting on, in or around tennis courts, parking lots, Recreation Centers, Common Areas and other areas where such lighting is necessary or appropriate for the use and enjoyment of the community or for health and safety reasons.

(d) Exterior Fires.

No open fires shall be lighted or permitted within Sun City Lincoln Hills, except for

- (i) fires in a contained outdoor fireplace or fire pit with a permitted natural gas connection permanently attached to the unit as specified in the Design Guidelines; or

- (ii) fires in equipment in use for cooking purposes, so long as the fires are not located in a manner that directs an unreasonable amount of smoke onto a neighbor's property.
- (e) Diseases and Insects.

No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 8.06. Trash Containers and Collection.

No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style which are in accordance with City of Lincoln requirements. In no event shall such trash containers be maintained on any Lot so as to be Visible from Neighboring Property, unless the containers are being made available for collection and then only for the day of collection. No outdoor incinerators shall be kept or maintained on any Lot.

Section 8.07. Clothes Drying Facilities.

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot so as to be Visible from Neighboring Property.

Section 8.08. Machinery and Equipment.

No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except:

- (a) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures, or other Improvements;
- (b) that which the Community Association may require for the operation and maintenance of Sun City Lincoln Hills;
- (c) that used in connection with any business permitted under a Supplemental Declaration; or
- (d) any machinery used by a Resident in a hobby, provided such use does not interfere with neighboring Residents and is otherwise in compliance with the applicable provisions of this Declaration.

Section 8.09. Signs.

No signs whatsoever which are Visible from Neighboring Property shall be erected or maintained on any Lot except:

- (a) political signs;

- (b) signs required by legal proceedings;
- (c) no more than one identification sign for individual Residences unless approved by the ARC;
- (d) no more than one "for sale" sign for the individual Lot on which the sign is located;
- (e) other signs, such as open house or garage sale signs, or signs advising of the existence of security or surveillance services, or "no solicitation" signs, the nature, size, number, and location of which have been approved in advance and in writing by the Architectural Review Committee or are in accordance with written guidelines which may be developed and approved by the Architectural Review Committee;
- (f) signs posted by the Community Association on Common Area; and
- (g) such other signs, which are permitted under Civil Code Section 1353.6, which are in conformance with the requirements of, or approved by, the City of Lincoln and which have been approved in writing by the Architectural Review Committee as to size, quantity, colors, design, message content and location.

Section 8.10. Restriction on Further Subdivision, Property Restrictions and Rezoning.

No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on the instrument creating the subdivision, easement or other interest.

No further covenants, conditions, restrictions or easements shall be recorded by any Owner, or other person against any Lot without the provisions thereof having been first approved in writing by the Board, and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board and the proposed use otherwise complies with this Declaration and any applicable Supplemental Declaration.

Section 8.11. Overhead Encroachments.

No tree, shrub, or planting of any kind on any Lot shall be allowed to impede vehicular or pedestrian traffic.

Section 8.12. Vehicle and Parking Restrictions.

The following vehicle and parking restrictions shall apply to the Covered Property:

- (a) Parking.
 - (i) Overnight Street Parking.

In order to maintain the aesthetic environment of Sun City Lincoln Hills, on-street parking is prohibited over night, except for vehicles parking pursuant to the Short Term Parking Exception described in subparagraph (d) below.

(ii) **Garages and Residential Driveways.**

Vehicles and vehicle equipment, including but not limited to motorcycles, scooters, golf carts, NEVs, and vehicles of every description, of all Owners, Residents, their guests and invitees, shall be kept overnight solely in garages and residential driveways on the Lot or in other designated parking areas, unless allowed under the Short Term Parking Exception described in subparagraph (d) below. Vehicles shall never be parked on any other portion of the Lot. Provided, however, this subparagraph, (a), shall not be construed to permit the parking in the above described areas of any vehicle whose parking in Sun City Lincoln Hills is otherwise prohibited or the parking of any inoperable vehicle outside of garages.

(b) **Trucks, Trailers, Recreational Vehicles, Campers and Boats.**

No motor vehicle classified by manufacturer rating as exceeding one (1) ton, recreational vehicle, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or on any street in Sun City Lincoln Hills so as to be Visible From Neighboring Property, except as provided under the Short Term Parking Exception described in subparagraph (d) below.

(c) **Pickup Trucks, Camper Shells, Mini-Motor Homes and Passenger Vans.**

Pickup trucks of one (1) ton or less capacity with camper shells not exceeding seven feet in height measured from ground level, and mini-motor homes and/or passenger vans not exceeding eight (8) feet in height and eighteen (18) feet in length, shall be parked in accordance with subparagraph (a) above, and are used on a regular and recurring basis for basic transportation but shall not be eligible for the Short Term Parking Exception.

(d) **Short Term Parking Exception.**

Those vehicles described in subparagraph (b) above, are eligible for the Short Term Parking Exception which allows for cleaning, loading and/or unloading, and short term parking of non-commercial vehicles not to exceed forty-eight (48) consecutive hours for a cumulative period not to exceed one-hundred and twenty (120) hours in any calendar month. Under no circumstances, will any vehicle be used for overnight occupancy in Sun City Lincoln Hills.

(e) **Motor Vehicle Maintenance/Inoperable Vehicles.**

No vehicle or vehicle equipment of any description shall be maintained, constructed, reconstructed or repaired upon any Lot, street or Common Area in Sun City Lincoln Hills, and no inoperable vehicle may be stored or parked on any such Lot or street, so as to be Visible From Neighboring Property, provided, however, that the provisions of this

subparagraph (e) shall not apply to:

- (i) emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Review Committee;
 - (ii) the parking of such vehicles during normal business hours in areas designated for parking in a non-residential land use classification; and
 - (iii) vehicles parked in garages on Lots.
- (f) **Restrictions Relating to Golf Carts and Use of Cart Paths.**

- (i) **Authorized Golf Carts.**

The only golf carts (as defined in California Vehicle Code section 345) and Low Speed Vehicles (LSV)/Neighbor Electric Vehicle, (NEV) (as defined in California Vehicle Code Section 385.5) which shall be permitted to be operated within Sun City Lincoln Hills shall be golf carts that are either owned by the owner or operator of the Golf Courses and made available to Members and other players for use of carts or NEV's purchased by residents which are approved for use on the golf courses by the owner of the Golf Courses.

- (ii) **Operation of Golf Carts LSV and NEV vehicles on Streets and Cart Paths within Sun City Lincoln Hills.**

In accordance with the Twelve Bridges Golf Cart Transportation Plan (adopted August 8, 2006 and that might be amended from time to time) it shall be lawful to drive authorized golf carts, LSV's or NEV's on streets within Sun City Lincoln Hills in strict compliance with the rules and regulations set forth in the aforementioned Plan. Except as provided in the preceding sentence, authorized golf carts, LSV's or NEV's shall not be permitted to travel pedestrian bicycle path within Sun City Lincoln Hills, except to cross such roads or paths at designated locations. Golf carts, LSV's or NEV's shall remain on designated golf cart paths consistent with the above-described general restriction unless the Association Rules or rules of the Golf Courses provide otherwise.

- (iii) **Restriction on Use of Cart Paths for Other Recreational Purposes.**

Golf cart paths shall not be used by members of the general public and shall not be used by any person for recreational activities unrelated to the game of golf, such as jogging or bicycling, unless otherwise specifically authorized by the owner of the Golf Course.

- (iv) **Enforcement by Golf Course.**

The restrictions imposed by subparagraphs (i) and (iii), above are for the principal benefit of the owner of the Golf Course and shall be enforceable by such owner, rather than by the Community Association.

Section 8.13. Health, Safety and Welfare.

In the event additional uses, activities, and facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners and Residents, the Board may make rules restricting or regulating their presence in Sun City Lincoln Hills as part of the Association Rules or may direct the Architectural Review Committee to make rules or Design Guidelines governing their presence on Lots. The Board may also provide for limited variances from use, activity and facility restrictions where necessary for reasons of health, safety and welfare.

Section 8.14. No Obstruction of Common Area.

There shall be no obstruction of the Common Area nor shall anything be stored by Owners or Residents in or upon the Common Area without the written consent of the Community Association.

Section 8.15. Window Covers.

Commonly accepted window coverings such as curtains, drapes, shutters, shades or blinds may be installed as window covers. No window shall be covered with aluminum foil, cardboard, bed sheets, newspaper or other not commonly accepted material.

Section 8.16. Business Activities.

No business or commercial activities of any kind whatsoever shall be conducted in any Residence, garage or out building or in any portion of any Lot without the prior written approval of the Board; provided, however, the foregoing restriction shall not apply to the activities of the Community Association in the discharge of its responsibilities under the Governing Documents, or the activities of the owner or operator of any Golf Courses. Furthermore, no restrictions contained herein shall be construed in such a manner so as to prohibit any Owner from:

- (a) maintaining his or her personal library in his or her Residence;
- (b) keeping his or her personal business records or accounts therein;
- (c) handling his or her personal or professional telephone calls or correspondence therefrom;
- (d) engaging in other activities related to the Resident's business profession that can be conducted from a Residence using computers and other technology so long as the home or business activities generate no traffic, noise, or involve other employees or contractors in the Residence;
- (e) leasing or renting his or her Residence in accordance with Section 2.06, above; or
- (f) conducting any other activities on the Owner's Lot otherwise compatible with residential use and the provisions of this Declaration which are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization.

The uses described in (a) through (f), above, are expressly declared to be customarily incidental to the principal residential use and not in violation of this Section 8.16.

Section 8.17. Activities Affecting Insurance.

Nothing shall be done or kept on any Lot or within the Common Area which will increase the rate of insurance relating thereto without the prior written consent of the Community Association and no Owner shall permit anything to be done or kept on his or her Lot or the Common Area which would cause any Improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance on any Residence or any part of the Common Area.

Section 8.18. Variances.

Upon application by any Owner, the Board of Directors shall be authorized and empowered to grant reasonable variances from the property use restrictions set forth in this Article VIII, if specific application of the restriction will, in the sole discretion of the Board, either cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development contemplated by this Declaration.

Section 8.19. Enforcement of Property Use Restrictions.

The objective of this Declaration shall be to promote and seek voluntary compliance by Owners and tenants with the environmental standards and property use restrictions contained herein. Accordingly, in the event that the Community Association becomes aware of a design review or property use infraction that does not necessitate immediate corrective action under Section 13.06 below, the Owner or tenant responsible for the violation shall receive written notice thereof and shall be given a reasonable opportunity to comply voluntarily with the pertinent Governing Document provision(s). Such notice shall describe the noncomplying condition, request that the Owner or tenant correct the condition within a reasonable time specified in the notice, and advise the Owner or tenant of his or her right to be heard on the matter.

Section 8.20. Restricted Activities in Perpetual Conservation Easement.

The Covered Property is subject to a "Perpetual Conservation Easement" recorded as Document Number 2004-0101211 on August 2, 2004 in the Placer County Recorder's Office, a copy can be obtained by request. Owners, their tenants, guests and invitees shall be prohibited from engaging in all of the activities outlined in Paragraph 3 of the Perpetual Conservation Easement, Section 8.02 of this document and the Associations 'Rules and Regulations', including but not limited to doing any of the following activities on such areas:

- (a) erecting any building, structure, sign or other Improvement;
- (b) watering or applying herbicides or pesticides;
- (c) depositing soil, trash, grass clippings, landscape debris, potting soil or other debris;
- (d) excavating or adding rocks or other minerals;

- (e) hunting or discharging firearms;
- (f) introducing predatory fish or other aquatic species;
- (g) leveling, landscaping or altering such areas;
- (h) removing vegetation or trees;
- (i) operating motorized vehicles;
- (j) feeding or attempting to feed animals or birds including but not limited to the placement of bird feeders, dog food or other food sources;
- (k) walking, running or other recreational uses by persons and/or their domesticated animals; and/or
- (l) disposal of and/or failure to remove pet waste.

Such areas shall also be subject to the management plan established for such areas, a copy of which can be obtained by request. Violation of said restrictions shall subject the Owner to enforcement pursuant to Section 13.06 hereof.