

## **ARTICLE VIII. Permitted Uses of Property and Use 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 Areas, the Owners, and all Residents:

### **Section 8.01. Other Restrictions Regarding Lots and Residences**

In addition to the occupancy restrictions set forth in Section 2.03, above, the following additional restrictions are applicable to Lots within the Development.

- (a) **Single Family Residential Use.** All Lots within Heritage Park which are zoned for residential use shall be used solely for the construction of Residences whose occupancy and use shall be restricted to single family residential use in accordance with the limitations on occupancy imposed by Section 2.03, above. In no event shall a Residence be occupied by more individuals than permitted by applicable law, zoning or other local governmental regulation.
- (b) **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 Design Review Committee in accordance with Section 5.10, above.
- (c) **Conveyance In Fee Simple.** Each Lot shall be conveyed as a separately designated and legally described fee simple estate, subject to this Declaration.
- (d) **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 to cause the proper diversion of water into streets and natural drainage channels.

### **Section 8.02. Use of the Common Areas and the Common Facilities**

The Common Areas and Common Facilities shall be used for those service and recreational purposes planned and intended by the Community Association. Use and enjoyment of the Common Areas and Common Facilities shall always be subject to the covenants, restrictions and rules imposed by or promulgated pursuant to the Governing Documents.

### **Section 8.03. Household Pets**

The following restrictions regarding the care and maintenance of pets within the Development 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. Upon the written request of any Member, the Board of Directors shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this section, a particular animal, bird, fowl, poultry, reptile or 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.** Unless approved by the Design Review Committee, which may use general guidelines adopted by the Board, no structures for the care, housing or confinement of any pet on any Lot shall be maintained so as to be Visible From Neighboring Property.
- (c) **Control of Pets Within Common Area.** No pets shall be permitted upon Common Areas except as controlled on a leash or similar device held by its owner or his or her 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 Initial Covered Property.
- (e) **Responsibility of Pet Owners.** The pet owners shall be solely responsible for the conduct of their 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 or any other persons 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 to ensure that the same do not interfere with the quiet and peaceful enjoyment of other Owners and Residents of Heritage Park.

#### **Section 8.04. 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 8.05. Separate Buildings and Outside Storage**

Except as set forth for pet structures in Section 8.03(b), above, 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 such manner as to be visible from neighboring property, unless a variance is granted by the Design Review Committee.

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 in a landscape-screened area as approved by the Design Review Committee.

#### **Section 8.06. 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 any portion of Heritage Park 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 sound amplifier systems, television systems, horns, whistles, firecrackers, bells or other sound devices, except 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. Normal construction activities in connection with the building of improvements on a Lot when it becomes necessary on a short-term basis for renovation or maintenance 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 and to set time, place and manner restrictions as to noise activities.
- (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 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, the Clubhouse, the Fireside Room, at entrance gates, and other portions of the 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 Heritage Park, except for (i) fires in a contained outdoor fireplace or barbecue unit while attended and in use for cooking purposes (provided that such fireplace or unit is not located so as to direct an unreasonable amount of smoke onto a neighbor's property); or (ii) fires within a safe and well-designed interior fireplace.
- (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 8.07. 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 Sacramento 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. No outdoor incinerators shall be kept or maintained on any Lot.

#### **Section 8.08. 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 8.09. 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 Heritage Park;
- (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 8.10. Signs**

No signs of any kind shall be displayed to the public view from any portion of the Development except that this restriction shall not apply to:

- (a) signs required by legal proceedings;
- (b) signs which by law cannot be prohibited;
- (c) a single sign of customary and reasonable dimension and design, complying with the Rules and reasonably located on a Lot advertising the Lot for sale or rent;
- (d) a single identification sign which has been approved by the Design Review Committee located on a Lot identifying the number or address of the Lot and/or the name of the Owner of the Lot;
- (e) signs approved by the Board located at or near any entrance to the Development identifying the Development;
- (f) signs required for traffic control and regulation of streets or open areas within the Development; and
- (g) such other signs as the Board, in its discretion, may approve.

The Board may adopt time, place and manner restrictions on signs including restrictions on the size and number of signs and the duration and location of their posting to the maximum extent permitted by law.

All signs must be in compliance with Civil Code section 1353.6.

**Section 8.11. Further Subdivision, Conditions 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 8.12. Overhead Encroachments**

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

### **Section 8.13. Vehicle, Motorized Cart and Parking Restrictions**

The following vehicle and parking restrictions shall apply to Heritage Park:

- (a) **Trucks, Trailers, Recreational Vehicles, Campers and Boats.** No motor vehicle classified by manufacturer rating as exceeding one 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 Heritage Park so as to be Visible From Neighboring Property provided, however, the provisions of this Section shall not apply to pickup trucks of one 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 feet in height and eighteen (18) feet in length which are parked as provided in subparagraph (c) below and are used on a regular and recurring basis for basic transportation. The provisions of this subparagraph shall not apply to cleaning, loading or unloading and short-term parking (not to exceed forty-eight (48) consecutive hours) of non-commercial vehicles which shall be permitted for a cumulative period not to exceed one-hundred and twenty (120) hours in any calendar month. Under no circumstances shall any vehicle be used for overnight occupancy within Heritage Park.
  
- (b) **Motor Vehicle Maintenance/Inoperable Vehicles.** No automobile, motorcycle, motorbike or other motor vehicle shall be maintained, constructed, reconstructed or repaired upon any Lot, street or Common Area in Heritage Park, 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 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 Design 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.

- (c) **Parking.** In order to maintain the aesthetic environment of Heritage Park, on-street parking is prohibited overnight, except for vehicles parking pursuant to the short-term parking exception described in subparagraph (a) above. Vehicles of all Owners, Residents and their guests and invitees, shall be kept in garages, or residential driveways on the Lot or in other designated parking areas. Provided, however, this subparagraph shall not be construed to permit the parking in the above described areas of any vehicle whose parking in Heritage Park is otherwise prohibited or the parking of any inoperable vehicle. .
- (d) **Use of Motorized Carts on Roads and Paths in the Development.** Operation of motorized carts and low speed vehicles (as defined in the California Vehicle Code) shall be permitted along all private roads in Heritage Park.

#### **Section 8.14. 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 adopt Community Rules restricting or regulating their presence in Heritage Park as part of the Community Rules or may direct the Design Review Committee to make rules or Design Guidelines governing their presence on Lots.

#### **Section 8.15. 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 8.16. 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 8.17. 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 to those businesses which by law must be permitted to be conducted within the Development. 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 2.07, 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.

### **Section 8.18. 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 8.19. 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 8.20. 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.

## **ARTICLE IX. Easements**

### **Section 9.01. Common Area Maintenance Easements**

The Community Association shall have an easement in and to that portion of any Lot or Parcel which adjoins the Common Area for the limited purpose of access to and maintenance of the adjoining Common Area. The Community Association shall have easements for access over such portions of Lots as are reasonably necessary for the Community Association to maintain the Common Areas, and no Owner shall interfere with the use of such easements by the Community Association or its agents or employees. The Community Association shall have easements for access over such portions of each Lot as are reasonably necessary for the Community Association to maintain drainage facilities to be maintained by the Owner, should the Owner fail to do so (which maintenance shall be at the sole cost and expense of the Owner), and to maintain drainage facilities which shall be maintained by the Community Association. No Owner shall interfere with the use of such easements by the Community Association or its agents or employees.

### **Section 9.02. Utility Easements**

There is hereby created a blanket easement in favor of the Community Association or any utility or service company providing service to such Lot, upon, across, over and under each Lot and Common Area for ingress to, egress from, and the installation, replacing, repairing and maintaining of, all utility and service lines and systems including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines and systems, etc.

Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the property and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of buildings on the Lots and other portions of Heritage Park. Notwithstanding anything to the contrary contained in this subsection, no sewers, electrical lines, water lines, or other utilities, service or cable television lines may be installed or relocated on any Lot or Common Area except as approved by the Owner and the Design Review Committee.

### **Section 9.03. Maintenance of Walls and Fences, and Easement**

If a wall or fence on any Lot which serves as a perimeter wall for any portion of Heritage Park, or to separate the Lot from the Common Area, an easement in perpetuity is granted by such Lot Owner to the Community Association for the construction and location of such wall or fence on the Lot, and the maintenance required for such wall or fence from time-to-time. An easement is reserved and granted in favor of the Community Association, upon, over and across each Lot adjacent to any boundaries of Common Area for reasonable ingress, egress,