

(iii) If the Community Association undertakes corrective action provided for in this subsection (e), it shall not be liable for damage, loss, personal injury or property damage caused by such action.

Section 7.03. Shared Owner Maintenance Responsibilities With Respect to Party Walls.

(a) **Rights of Use.** The Owners of contiguous Residential Lots who have a Party Wall, retaining wall or fence along their common boundary line shall both equally have the right to use such wall provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

(b) **Retaining Walls.** Retaining walls located along common Lot lines shall be maintained by the Owner of the downhill Lot; provided, however, that the Owner of the up-hill Lot may install a fence along the top of the retaining wall with the prior consent of the Architectural Review Committee and the Owner of the adjacent downhill Lot.

(c) **Maintenance and Repair.**

(i) If any Party Wall is damaged or destroyed through the act of an Owner or any of such Owner's tenants, agents, guests, or family members (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair promptly the Party Wall without cost to the Owner of the adjoining Lot. Any dispute over an Owner's liability for such damage shall be resolved as provided in subsection (e) below, but any liability imposed on an Owner hereunder shall not prevent the Owner from seeking reimbursement therefor from the persons causing such damage.

(ii) If any Party Wall is destroyed or damaged (including deterioration from ordinary wear and tear, lapse of time or act of God), other than by the act of an adjoining Owner, such Owner's tenants, agents, guests or family members, it shall be the obligation of all Owners whose Lots adjoin such Party Wall to rebuild and repair promptly such wall at their joint expense, such expense to be allocated among the Owners in accordance with the frontage of their Lots on the Party Wall.

(d) **No Structural Impairment.** Notwithstanding any provision to the contrary herein contained, there shall be no impairment of the structural integrity of any Party Wall without the prior consent of all Owners of any

interest therein, whether by way of easement or in fee.

(e) **Dispute Resolution.** In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a Party Wall or with respect to any other matter in connection therewith, upon the written request of any affected Owner to the Community Association, the matter shall be submitted to arbitration under such Association Rules as may be adopted from time to time.

(f) **Rights Pass with Title to Lot.** The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Owner's Lot and shall pass to and be binding upon such Owner's heirs, assigns and successors in title.

**ARTICLE VIII
Property Use Restrictions**

Section 8.01. Age Restrictions.

(a) **Permitted Occupancy.** Except as otherwise provided in subparagraph (b), below, each Residence within Sun City Roseville 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 1.39 and 1.40, above.

(b) **Exceptions.**

(i) **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 Roseville, except as provided in paragraph (ii), below. This paragraph (i) shall not apply to a Permitted Health Care Resident

(ii) **Right to Terminate Occupancy of Certain 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).

(iii) 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: (A) said resident became absent due to hospitalization or other necessary medical treatment and expects to return to the Residence within ninety (90) days from the date the absence began; and (B) 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.

(iv) Hardship Exceptions. In addition to the foregoing exceptions, as provided in Section 8.22, 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.

(c) 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.

(d) Intent to Comply With Law. This Section 8.01 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.

Section 8.02. No Multiple Kitchen Facilities. No

more than one kitchen facility shall be installed or maintained in any Residence.

Section 8.03. Household Pets. The following restrictions regarding the care and maintenance of pets on Lots within Sun City Roseville shall be observed.

(a) Reasonable Number of Common Household Pets. Owners and residents may maintain a reasonable number of "generally recognized" household pets on a Lot or within a Residence so long as the same are not kept, bred or maintained for commercial purposes. The Association Rules shall (i) define what constitutes a "generally recognized" household pet, (ii) define what constitutes a "reasonable number" of pets, depending on their size, disposition and maintenance requirements, and (iii) impose standards for the reasonable control and keeping of household pets in, upon and around Sun City Roseville to ensure that the same do not interfere with the quiet and peaceful enjoyment of other Owners and residents of Sun City Roseville.

(b) Pet Facilities. Unless approved by the Architectural Review Committee, no structures for the care, housing or confinement of any pet on any Lot shall be maintained at locations on the Lot which are Visible From Neighboring Property.

(c) Control of Pets Within Common Areas. No pets shall be permitted upon Common Areas except as controlled on a leash or similar device held by its owner or his agent. Pet owners shall be responsible for the prompt removal and disposal of pet wastes deposited by their pets in any portion of Sun City Roseville.

(d) No Tethering. Household pets, if unaccompanied by the pet owner or the owner's agent, shall not be left chained or otherwise tethered in front of a Lot or in the Common Areas.

(e) Responsibility of Pet Owners. Each person bringing or keeping a pet within Sun City Roseville shall be solely responsible for the pet's conduct. 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.

Section 8.04. Temporary Structures; Occupancy. A recreational vehicle (such as a trailer, mobile home, or

camper), tent, shack, structures of a temporary character, or other outbuildings shall not be used on any Lot or street at any time for overnight occupancy or as a Residence. 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. Outside Storage Except as provided for herein and except for a reasonable number of common patio furnishings, no other goods and chattels not in active use shall be stored in any building or open area or on any Lot in such a manner that such material is Visible From Neighboring Property.

Section 8.06. Prohibition of Noxious Activities.

(a) **General Prohibition.** No illegal, noxious or offensive activities shall be carried out or conducted upon any Lot or Common Area, including the use or storage of hazardous materials, nor shall anything be done within Sun City Roseville which is or could become an unreasonable annoyance or nuisance to neighboring property Owners. The Board in its sole discretion shall have the right to determine the existence of any nuisance.

(b) **Noise Activities.**

(i) **Prohibited Noises.** 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 to emanate from an Owner's Lot or from activities within the Common Areas, which would unreasonably disturb any other resident's enjoyment of such resident's Lot or the Common Areas.

(ii) **Exceptions to General Prohibitions.** The following shall not be considered a nuisance or otherwise prohibited: noises from (A) Wind chimes, unless such wind chimes are audible within the closed interior of a neighbor's Residence; (B) Security devices used exclusively for security purposes; (C) Periodic use of power tools and gardening equipment; (D) Normal construction activities and parking in connection with the building of Improvements on a Lot; (E) Community events in Common Areas.

(c) **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 use of lawn

or garden 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 Areas) in the vicinity thereof or to the occupants of such other property.

(d) **Outdoor Lighting.** Fluorescent, mercury vapor, sodium, or amber vapor lights, or standard outdoor lights of the type used on Lots for security shall be enclosed in a manner that directs the light in a specific area without causing a visual impairment to passing motorists or unreasonable glare to neighboring Residences or Common Areas. Provided, however, the Community Association may maintain lighting on, in or around tennis

courts, parking lots, recreation centers, driving ranges and other Common Areas where such lighting is necessary or appropriate for the use and enjoyment of the community or for health and safety reasons.

(e) **Exterior Fires.** No open fires shall be lighted or permitted within Sun City Roseville, 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.

(f) **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. 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.

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 comply with the City of Roseville requirements. In no event shall such trash containers be maintained on any Lot so as to be Visible From Neighboring Property without approval of the Architectural Review Committee, except when, for a reasonable period before and after collection, 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 are not permitted on any Lot if Visible From Neighboring Property.

Section 8.09. 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 acceptable material.

Section 8.10. Machinery and Equipment. No machinery or equipment is permitted upon or adjacent to any Lot, except machinery or equipment (a) which is usual and customary in connection with the use, maintenance or construction (during the period of construction) of Improvements or landscaping, (b) which the Community Association may require for the operation and maintenance of Sun City Roseville; or (c) which is used by a resident in a hobby, provided such use does not interfere with neighboring residents and complies with the applicable provisions of this Declaration.

Section 8.11. Restriction on Further Subdivision: Property Restrictions and Rezoning.

(a) **Subdivision of Lots.** No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than the entire 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 shall be evidenced on the instrument creating the subdivision, easement or other interest.

(b) **Further Covenants.** 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. Any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void.

(c) **Rezoning; Use Permits.** No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any government authority unless the proposed use of the Lot has been approved by the Board and the proposed use otherwise complies with this 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 and Parking Restrictions.

(a) **Prohibited Vehicles.** 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 (collectively "Prohibited Vehicles") may be parked, maintained, constructed, reconstructed or repaired on any Lot or on any street in Sun City Roseville so as to be Visible From Neighboring Property.

(i) **Excepted Prohibited Vehicles.** If used on a regular and recurring basis for basic transportation, the parking provision of this subsection (a) shall not apply to (A) pickup trucks of one ton or less capacity with camper shells not exceeding seven feet in height measured from ground level or to (B) mini-motor homes or passenger vans not exceeding eight feet in height and 18 feet in length. Such vehicles shall be parked as provided in subsection (d) below and shall be subject to all other restrictions in this Section 8.13.

(ii) **Short-term Parking.** Non-commercial Prohibited Vehicles may be parked on the street for cleaning, loading or unloading and short-term parking, not to exceed forty-eight (48) consecutive hours and not to exceed a cumulative period of one-hundred and twenty (120) hours in any calendar month.

(b) **Motor Vehicle Maintenance.** No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot, street or Common Areas in Sun City Roseville. Provided, however, that the provisions of this subsection (b) shall not apply to: (i) emergency vehicle repairs, (ii) vehicles parked in garages on Lots, or (ii) routine washing of cars in driveways.

(c) **Vehicle Storage.** No inoperable vehicles or vehicles not in regular use shall be stored on any Lot or street so as to be Visible From Neighboring Property.

(d) **Parking.**

(i) **Parking, Generally.** In order to maintain the aesthetic environment of Sun City Roseville, on-street parking is prohibited overnight, except as provided in paragraph (a)(ii), above, or in the Association Rules. Vehicles of all Owners, residents and their guests and

invitees, shall be kept in garages, residential driveways on the Lot, or in other designated parking areas. Provided, however, this subsection (d) shall not be construed to permit the parking in the above described areas of any vehicle whose parking in Sun City Roseville is otherwise prohibited by this Section 8.13.

(ii) Commercial Vehicles. If Visible from Neighboring Property, commercial trucks or any vehicle that bears signage on the exterior shall not be parked within Sun City Roseville, except for purposes of loading or unloading and then for periods not in excess of four hours. This restriction shall not apply to commercial vehicles involved in construction activities on a Lot, any Common Area or City Property, or vehicles owned and operated by persons providing services to a Lot or Residence during the time when the services are being rendered.

(e) Additional Rules. The Board shall have the authority to promulgate as part of the Association Rules further rules and restrictions regarding parking and vehicles within Sun City Roseville.

Section 8.14. Golf Carts and Golf Course

(a) Authorized Golf Carts. The City of Roseville requires that all golf carts have a permit issued by the City to be driven on the streets of Sun City Roseville. All carts must pass a biennial golf cart inspection by the Community Association.

(b) Operation of Golf Carts on Streets and Cart Lanes Within Sun City Roseville. As permitted by the City of Roseville ordinance adopted pursuant to section 21115 of the California Vehicle Code, it shall be lawful to drive authorized golf carts on streets within Sun City Roseville in strict compliance with the rules and regulations set forth in the authorizing resolution or ordinance. Golf carts traveling on the two arterial streets (Sun City Boulevard and Del Webb Boulevard) are to be driven in the designated "Golf Cart Lanes" except to turn left within a marked Left Turn Lane or to cross the boulevards within a designated cart crossing lane. Golf carts shall not be driven on Sun City Roseville sidewalks or pedestrian paths. Golf carts shall not be driven on city streets that are outside of Sun City Roseville.

(c) Restriction on Use of Golf Course. The Golf Course shall not be used by any person for activities unrelated to the game of golf, unless otherwise specifically authorized by the Association Rules or

resolution of the Board.

(d) Intrusion of Golf Balls. As provided in Section 10.05, below, no person may enter onto a Lot to retrieve any ball.

Section 8.15. No Obstruction of Common Areas. There shall be no obstruction of the Common Areas nor shall anything be stored by Owners or residents in or upon the Common Areas without the written consent of the Community Association.

Section 8.16. Commercial Activities.

(a) Generally Not Allowed. Except as provided in this Section 8.16, no business or commercial activities of any kind whatsoever shall be conducted in any Residence, garage or outbuilding on or in any portion of any Lot.

(b) Allowable Activities. The restrictions in subsection (a), above, shall not be construed to prohibit any Owner from:

(i) engaging in any activity related to the Owner's or tenant's business profession that can be conducted from a Residence using computers and other technology so long as the home or business activities do not generate traffic or noise, involve employees, contractors, or clients in the Residence, involve the use of signs on the Lot or otherwise violate any Covenant in this Declaration or the Association Rules.

(ii) leasing or renting a Lot in accordance with Section 2.05(g), above.

(iii) 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; provided that, any such activity shall not necessitate or require obtaining a special use permit.

Section 8.17 Signs. No signs whatsoever (including, but not limited to, commercial and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any Lot, except: (a) signs required by legal proceedings; (b) no more than one "for sale", "for rent", or "for lease" sign for the individual Lot on which the sign is located; (c) other signs, which have been approved in advance by the Architectural Review Committee; (d) signs posted by the

Community Association on the Common Areas; and (e) signs otherwise permitted by Civil Code section 1353.6 or City of Roseville ordinance..

Section 8.18. Activities Affecting Insurance. Nothing shall be done or kept on any Lot or within the Common Areas which will increase the rate of Common Area insurance, cause any portion of the Common Areas to be uninsurable against loss by fire or casualty, or result in the cancellation of such insurance.

Section 8.19. No Guarantee of Continued Views. Neither the Community Association, the Architectural Review Committee, the Compliance Committee, the City of Roseville nor any Owner shall have any responsibility to create or preserve any view in any direction from any Lot. All Owners have acquired their Lot subject to the possibility that the view from such Lot existing at the time of purchase may be altered by the acts or failure to act of (a) other Owners with the approval of the Architectural Review Committee; (b) the Community Association; or (c) governmental or quasi-governmental agencies. Such acts may include without limitation, the Community Association adding or removing landscaping on or near the Golf Course in order to enhance the playability of the Golf Course, or, without assuming any liability, to protect Lots from errant golf shots.

Section 8.20. Golf Course Lots.

(a) **Burdens and Risks.** Each Owner of a Lot abutting the Golf Course acknowledges the following disclosures with respect to the Golf Course, as follows:

(i) Maintenance activities on the Golf Course begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset, unless in an emergency situation.

(ii) Pesticides, fertilizers and other chemicals will be used in connection with Golf Course maintenance.

(iii) The Golf Course will be watered with reclaimed water from the City, with other sources as backup supplies and Lots may experience "overspray" from the irrigation system.

(iv) Portions of the Golf Course are within the City's conservation easement, as more specifically described in Section 10.03(b), below, and are subject to

periodic inundation by storm water.

(v) Golf balls which are not hit correctly, may enter the Owner's airspace, and strike a resident, a guest or any other person. Such golf balls may also strike a Lot, Residence and other Improvements, including windows, landscaping and personal property. As a result personal injury and property damage may occur. A golf ball easement for entry of golf balls onto each Lot has been created in Section 10.05, below.

(b) **Immunity for Injury or Damage.** Neither the Community Association nor the City of Roseville shall be liable for personal injury or property damage caused by any of the matters covered by subsection (a), above. By accepting a Deed to the Owner's Lot, each Owner, on behalf of such Owner's family, guests or tenants, acknowledges and agrees to the same and releases the Community Association and the City of Roseville and their respective officers, directors, and employees from any and all liability in connection therewith.

Section 8.21. 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 additional restrictions or regulations as part of the Association Rules or Design Guidelines.

Section 8.22. 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 and in Article VII (Maintenance Responsibilities), if specific application of the restriction is determined by the Board to either (a) cause an undue hardship to the affected Owner; or (b) is necessary for reasons of health, safety or welfare.

ARTICLE IX

Enforcement of Property Use Restrictions and Maintenance Responsibilities

Section 9.01. Enforcement of Governing Documents. An objective of this Declaration is to promote and seek voluntary compliance by Owners and tenants with the design standards, maintenance responsibilities, and property use restrictions contained herein and the Association Rules. Accordingly, in the event that the Community Association becomes aware of a Violation that does not necessitate immediate corrective action under Section 9.05(c), below, the Owner or tenant