

ARTICLE V  
COVENANT FOR ASSESSMENTS

5.1 Creation of Lien and Personal Obligation for Assessments. Each Owner of any Lot in Carriage Manor, by accepting the deed or other conveyance for such Lot, whether expressly mentioned or not, is and shall be deemed to covenant and agree to pay Assessments as may be fixed, established, and collected from time to time by the Association as herein provided. As defined in Article I, these including Operating, Supplemental, Capital Improvements, Reconstruction, Infraction, Acquisition, and Assessments.

Assessments, together with interest and costs of collection, as provided in Article VI, shall be a charge and a continuing lien upon the Lot against which each assessment is made, in accordance with Article VI below.

Each assessment, together with interest and cost, shall also be the personal obligation of the person that owned the lot when the assessment fell due.

5.2 Dedicated Accounts. The funds in each of the Association's assessment accounts, and each named reserve account, shall be dedicated to the purposes specified for that account, and will not be available for other Association needs without the vote or written assent of seventy-five (75) percent of the Members.

5.3 Purposes and Amounts of Assessments.

5.3.a Operating Assessments. Operating Assessments levied by the

Association shall be collected, accumulated, and used exclusively for the purpose of providing for and promoting the pleasure, recreation, health, safety, and social welfare of the Members of the Association, including the improvement and maintenance of the Common Areas and facilities thereon devoted to this purpose.

The amount of an Operating Assessment shall be determined by the Board after giving due consideration to the current maintenance costs and future needs of the Association. However, the Board may not, without the vote or written assent of seventy-five (75) percent of the voting power of the Association, impose an Operating Assessment per Lot which is more than twenty (20) percent greater than the Operating Assessment for the immediately preceding fiscal year.

**5.3.b Supplemental Assessment.** If the Operating Assessment proves insufficient to fund expenses during its Assessment period, and dedicated reserves are not available or sufficient, the Board may levy a Supplemental Assessment to meet the deficiency.

No Supplemental Assessment may exceed five (5) percent of the budgeted gross expenses of the Association for the fiscal year without the vote or written assent of seventy-five (75) percent of the voting power of the Association.

**5.3.c Capital Improvement Assessment.** With written assent of seventy-five (75) percent of the members, the Board may levy, for a specified period, a Capital Improvement Assessment for the purpose of

defraying, in whole or in part, the cost of installation or construction of a described capital improvement upon the common Areas, including related fixtures and personal property.

5.3.d Reconstruction Assessment. With written assent of seventy-five (75) percent of the Members, the Board may levy, for a specific period, a Reconstruction Assessment to rebuild or replace a described capital improvement upon the Common Areas or Lots, including related fixtures and personal property.

5.3.e Infraction Assessment. The Board may levy an Infraction Assessment against any Owner or Lot to bring such Owner or Lot into compliance with this Declaration.

The amount for each such assessment shall be Two Hundred and Fifty Dollars (\$250.00) which shall become effective thirty (30) days after service of notice on the offending owner.

A penalty of One Hundred Dollars (\$100.00) per month shall begin one month after the Assessment becomes effective and shall accrue monthly thereafter until the infraction is corrected.

5.3.f Acquisition Assessment. With written assent of seventy-five (75) percent of the Members, the Board may levy, for a specified period, an Acquisition Assessment to purchase a parcel and/or improvements, in or out of Carriage Manor, whether in a private sale, at auction, or on the open Market.

5.4 Assessment Due Dates. Operating and Supplemental Assessments

shall be levied on a calendar-year basis (Assessment Period) and shall be due and payable monthly.

The due dates of other assessments levied under Section 5.3 above shall be fixed in the resolution authorizing such Assessment.

5.5 Assessment Procedures. Note: all Notices must be written.

5.5.a Operating and Supplemental Assessments. At least thirty (30) days prior to each Assessment Period, the Board shall estimate the total Common Area expenses to be incurred by the Association for the period and determine and fix the amount of the Operating Assessment against each subject Lot.

If the Board determines that the Operating Assessment levied for the current Period is or will become inadequate, it shall immediately determine the approximate amount of such inadequacy, issue a supplemental estimate of the Common Area expenses and, with written assent of seventy-five (75) percent of the Association Members, revise and fix the amount of the Operating Assessment to be levied monthly against each Owner for the balance of the Period.

5.5.b Infraction Assessment. On determining that a violation exists and should be corrected, the Board shall serve a Thirty (30) Day Notice of Violation on the offending Owner, specifying the offense, correction(s) required, assessment and penalties involved, and the Association's lien and foreclosure procedures.

If the violation is not adequately addressed within the 30-day period,

the Board shall serve a thirty (30) day Notice of Infraction Assessment (with a copy of the Notice of Violation attached) demanding correction of the violation and payment of the accrued Assessment and penalties. It shall include a warning that if the violation is not corrected within this second 30-day period, the Association may undertake correction and collection efforts, with attorney assistance, all at additional cost, and also may record a lien preparatory to filing for foreclosure.

5.5.c Other Assessments. If the Board determines that a Capital Improvement, Reconstruction, or Acquisition Assessment is advisable or required, it shall prepare and present a case for the Members to test whether seventy-five (75) percent will approve.

5.6 Certificate of Payment. Upon demand, the Association shall furnish to any Owner liable for an Assessment a written certificate signed by any two (2) officers of the Association, not including the Ombudsman, setting forth whether such Assessment or any portion thereof has been paid. Such certificate shall be conclusive evidence of payment. The Board may make a reasonable charge for the issuance of such certificate.

5.7 Nonuse and Abandonment. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his/her Lot.

5.8 Uniform Rate of Assessment. All assessments, except those levied against particular at-issue Owners or Lots, shall be fixed at a uniform rate for all Lots.

5.9 Exempt Property The following property subject to This Declaration shall be exempt from the Assessments, Charges, or Liens created here

5.9.a All properties dedicated to and accepted by a local public authority.

5.9.b All Common Areas

5.9.c All properties exempted from taxation by the laws of the State of California, upon the terms and to the extent of such exemption. Notwithstanding any provision herein, no real property or improvement devoted to dwelling use shall be exempt from said assessments, charges, or liens.

## ARTICLE VI

### NONPAYMENT OF ASSESSMENTS

6.1 Delinquency and Remedies of Association. If any of an assessment, is not paid when due, the unpaid portion shall become delinquent, and with interest and costs of collection, become a continuing lien on the Lot assessed.

Unless otherwise specified herein, if the unpaid balance is not paid within ninety (90) days after the delinquency date, and no medical emergency exists, interest shall accrue from the date of delinquency at the maximum legal rate.

In addition to all other legal remedies, the Association, at its option, with the approval of seventy-five (75) percent of the Members, may either

bring suit against the delinquent Owner, or proceed to foreclose the lien against the Lot. In either case, all necessary collection costs, fees, and accruing interest shall be added to the amount of delinquency.

In lieu of judicially foreclosing the lien, the Association, at its option, with the approval of seventy-five (75) percent of the Members, may proceed under a power of sale as provided in Section 6.3 below.

For purposes of collecting delinquent assessments, each Owner vests in the Association, its successors or assigns, the right and power to bring all actions of law or lien foreclosures against such Owner or other Owners.

**6.2 Notice of Claim of Lien.** No action shall be brought to foreclose a lien or to proceed under the power of sale less than ninety (90) days after the date a notice of claim of lien, executed by a duly authorized representative of the association, is recorded with the Butte County Recorder. Such notice shall state the amount claimed (which may include interest and costs of collection, including reasonable attorneys' fees), the legal description of the Lot being assessed the name of the record or reputed Owner, and the name and address of the Association as claimant. A copy of said notice of claim shall be deposited in the U.S. mail, certified or registered with postage prepaid, addressed to the Owner of the Lot.

**6.3 Foreclosure Sale.** Any sale provided for above shall be conducted in accordance with the provisions of Sections 2924, 2924b, and 2924c of the Civil Code of the State of California, as amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any manner

permitted or provided by law.

The Association, through its duly authorized agents, shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

6.4 Curing of Default. (See Section 10.2 for the handling of non-curable defaults.) Upon the timely curing of any default for which a notice of claim of lien was recorded by the Association, including the payment of such other costs, interest or fees as shall have been incurred, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee to be determined by the Association, but not to exceed ONE THOUSAND (\$1,000.00) DOLLARS, to cover the costs of preparing and filing or recording such release.

6.5 Cumulative Remedies, The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder, by law, or in equity.

6.6 Subordination of Lien to Mortgages. (See Section 10.4 Relationship (of Mortgage Protection) with Assessment Liens.)

## ARTICLE VII

### GENERAL RESTRICTIONS

These are the core restrictions designed to ensure and preserve the



character and lifestyle of Carriage Manor for its residents. The Board has been elected to keep these Restrictions relevant and timely, to monitor compliance, and, if necessary, to address and correct any infractions.

Questions or complaints about these Restrictions or their application should be addressed to any officer or member of the Board, or of the Architectural Committee.

**7.1 Lot Use.** Except as provided in Sections 7.2 and 7.5 below, no Lot or Unit shall be designed or used for any purposes other than one single-family residence, together with outbuildings permitted by the Architectural Committee.

**7.2 Occupant's Age.** In accordance with the provisions of HR-1158 Fair Housing Act of 1988, and the US Housing for older Persons Act of 1995 (HOPA), at least eighty (80) percent of the units in Carriage Manor must be occupied by at least one person who has attained the age of fifty-five (55) years. However, this will not preclude one below that age whose is a spouse or is a co-occupant in the Unit, or is an attendant, caretaker or care-giver for one fifty-five (55) years or older, or otherwise qualifies under the HOPA guidelines. (HOPA #100.305)

Because Carriage Manor's exemptions depend on compliance with HOPA requirements, failure to provide accurate and complete data for the biennial HOPA survey will be considered a violation of these Restrictions.

**7.3 Allowable Activities.** No activity shall be taken nor shall any use be made of properties within Carriage Manor that would tend to injure its

reputation or disturb neighboring Owners, or constitute a nuisance, or violate any public law, ordinance or regulation in anywise applicable thereto.

7.4 Common Area Uses. Control of the Common area in Carriage Manor is vested in the Board, and when necessary, in law- and code-enforcement. No member or guest may regulate or restrict access to or use of Common Areas without written Board authorization.

The Common Areas within Carriage Manor shall be used for park, social, recreational, or other purposes directly related to the uses authorized or reserved as provided in This Declaration. Private Streets included within the Common areas shall be used only for vehicular, pedestrian movement, and limited parking within Carriage Manor.

Overnight parking by guests is permitted in guest parking areas only.

Overnight parking for contractors or movers should be cleared in advance with an Association official.

7.5 Vacant Units. To preserve the property values and the original concept of Carriage Manor, no non-owners will be permitted to occupy a Unit in Carriage Manor unless approved by the Board. However, in the case of a prolonged medical condition, a move, or death requiring the Unit to be vacant for an extended period of time, the Unit may be occupied by a caretaker. In all cases, a plan shall be submitted to the Board before beginning non-owner occupancy in order to comply with HOPA rules and a HOPA survey must be filled out. The caretaker will be informed of all

Rules, Regulations, and Restrictions pertaining to Carriage Manor.

7.6 Permanent Structures and Attachments. Without Architectural Committee approval, no building or improvement shall be constructed, placed, or permitted to remain on any Lot if it interferes with the view of any other Lot or exceeds the height, setback, or any other provision of the County's General Plan, or any Zoning, Building, or Environmental Health Codes. In no event shall any building or Lot improvement exceed thirty-five (35) feet above the average natural contours of the Lot.

Except for chimneys, plumbing vents, and heating/cooling equipment, no projection of any type shall be placed or permitted to remain above the roof of any residential building. This expressly prohibits electronic entertainment, communication towers, and antennas visible from the outside of any such building. However, one small dish antenna per unit will be permitted provided it is screened from view.

The addition of solar panels will require Board approval.

7.7 Temporary Structures. No shed, tent, or temporary building shall be erected, maintained or used on any Lot within Carriage Manor unless it is incidental to the construction of a dwelling or related improvements and is promptly removed upon the completion of such construction.

7.8 Boats, Trailers, Trucks, Etc. Except for equipment that is actively involved in delivery or construction, or vehicles that are undergoing emergency repairs, no boat, trailer, business-related truck, or vehicle exceeding one-ton capacity shall be kept, parked, or repaired on any Lot or

Street in Carriage Manor. However, parking of RVs, trucks, trailers, and boats for the purpose of loading, unloading, cleaning, and light repairs may be done on the street adjacent to the Owner's Lot for a maximum of forty-eight (48) hours.

7.9 Permits and Financing. No construction, remodeling, or demolition shall be undertaken in Carriage Manor without valid permits for complete the work in a prompt and workmanlike manner.

7.10 Signs. No advertizing of any type or character shall be erected or displayed in Carriage Manor except signs four (4) or less square feet in area advertizing a Lot or Unit for sale.

7.11 Animals. Only domestic dogs, cats, birds, and fish that are not being bred or raised commercially or in unreasonable quantities may be kept in Carriage Manor. No dog shall be allowed outside an Owner's Lot unless it is on a leash and controlled by the Owner or his/her agent. No other animal, fowl, reptile, or poultry shall be kept within Carriage Manor.

7.12 Weeds, Rubbish, Etc.. No weeds, rubbish, objects, or material of any kind shall be placed or accumulated upon any Lot that render it unsanitary, unsightly, offensive, or detrimental to nearby property or occupants. No infected plants or plant materials shall be placed, grown or maintained on any part of Carriage Manor.

and orderly condition. Charges for such work shall become due and payable to the Association within thirty (30) days after a written payment demand is served on the Owner.

7.13 Clothes Lines, Trash Piles. No clothesline or trash pile shall be visible on any property in Carriage Manor from any street.

7.14 TV Dishes, Solar Panels. See Section 7.6

7.15 Offensive Trade or Activity. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

7.16 Unit & Structure Conditions. All Units and other structures within Carriage Manor shall at all times be maintained in good condition and repair, and be well and properly painted.

7.17 Landscaping. All landscaping of every type, including shrubs, trees, grass, and other plantings shall be trimmed, cultivated, and maintained by the Owner in a neat and orderly manner to enhance the appearance of Carriage Manor.

A new Owner shall have his/her landscaping in order within ninety (90) days of occupancy.

7.18 Walkway Clearance. No tree, shrub, or planting of any kind shall be allowed to overhang or otherwise encroach upon any sidewalk or other pedestrian way from ground level to a height of ten (10) feet without approval of the Architectural Committee.

7.19 Mines and Wells. No property within Carriage Manor shall be used to explore for or to remove from the ground any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance or other mineral of any kind.

7.20 Machinery. No machinery or equipment shall be placed, operated or maintained upon any Lot, except as may be usual or customary for the use or maintenance of a Unit.

7.21 Liability for Damage to Common Areas. Each Member shall be liable to the Association for any damage to the Common Area or to Common Area equipment or improvements that may be sustained due to negligence or willful misconduct of said Member or his/her family, or his/her relatives, guests or invitees, whether minor or adult.

7.22 Minimum Sizes for Mobiles/Modulars. The minimum dimensions for any home within the Subdivision shall be twenty-four (24) feet in width and forty (40) feet in length.

7.23 Skirting and Awnings. All mobile and modular units located within the Subdivision shall be equipped with full skirting around the entire unit, and all patios and automobile parking areas shall be equipped with approved covers or awnings.

7.24 Guests: (See Section 1.22 for definition.)

Nonresident guests using the Common Areas must be accompanied by the inviting member or have a valid Carriage Manor PoolCard [tag] with Lot number of the Member.

## ARTICLE VIII

### DESTRUCTION OF COMMON AREA IMPROVEMENTS

In the event of partial or total destruction of improvements upon the Common Area, it shall be the duty of the Association to restore and repair the same to their former condition, as promptly as is practicable, and in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose, subject to the prior rights of mortgagees whose interests may be protected by said policies.

In the event that the funds available from such insurance for such restoration and repair shall be at least eighty-five (85) percent of the estimated cost of restoration and repair, a Reconstruction Assessment with the assent of fifty-one (51) percent of the Association Members, with even assessment across all Lots, may be levied by the Association to fund such reconstruction and repair, over and above available insurance proceeds.

In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five (85) percent of the estimated cost of restoration and repair, the improvements shall not be replaced or restored unless approved by fifty-one (51) percent of the voting power of the membership of the Association.

Notwithstanding the foregoing, unless at least fifty-one (51) percent of the mortgagees holding a first lien, based on one (1) vote for the holder of each such mortgage, have given their prior written approval, the Association shall not be entitled to use hazard proceeds from losses to any Common Area for other than the repair, replacement, or reconstruction of such improvements.

In the event of a determination not to replace or restore the improvements on the Common area, and with the written consent of fifty-one (51) percent of such mortgagees, the Common Area shall be cleared and landscaped for the community park use: provided,

(i) that there shall exist in such Common Area adequate vehicular and pedestrian right-of-way for the Owners of Lots to insure legal access thereto,

(ii) the cost thereof shall be paid for with the insurance proceeds, and

(iii) any deficiency may be raised by the levy of uniform Reconstruction Assessments in an amount determined by the Board. In the event any excess insurance proceeds remain, the Board shall retain such sums in the general funds of the Association.

Notwithstanding anything to the contrary contained in this Article VIII, the distribution of any insurance proceeds for any damage or destruction to the Common area shall be subject to the prior rights of mortgagees.

## ARTICLE IX

### EMINENT DOMAIN - COMMON AREA

The term "Taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a



threatened Taking of all or any portion of the Common Area, the Members hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the Taking.

The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemner in lieu of engaging in a condemnation action.

Any awards received on account of the Taking shall be paid to the Association. In the event of a Taking of less than all of the Common Area, the rules as to restoration and replacement of the Common Area and the improvements thereon shall apply as in the case of destruction of improvements upon the Common Area.

In the event of a total Taking, the Board shall retain any award in the general funds of the Association.

Notwithstanding anything to the contrary in this Article IX, the distribution of any award or awards for a Taking of all or any portion of the Common Area shall be subject to the prior rights or mortgages under deeds of trust.

## ARTICLE X

### MORTGAGE PROTECTION

10.1 Priority of Mortgage Lien. No breach of the covenants, conditions, or restrictions herein contained, nor the enforcement of any lien, provisions herein shall affect, impair, defeat, or render invalid. The lien or charge of any mortgage made in good faith and for value encumbering any Lot, but all of

said covenants, conditions, and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot.

10.2 Curing Defaults.

10.2.a Curable Defaults: see Section 6.4.

10.2.b Non-Curable Defaults. A mortgagee who acquires title by judicial foreclosure, deed in lieu of foreclosure, or trustee's sale shall not be obligated to cure any breach of the provisions of This Declaration which is non-curable or of a type which is not practical or feasible to cure.

The determination of the Board, made in good faith as to whether a breach is curable, non-curable, or not feasible to cure shall be final and binding on all mortgagees.

10.3 Resale. It is intended that any loan to facilitate the resale of any Lot after judicial foreclosure, deed in lieu of foreclosure, or trustee's sale, is a loan made in good faith and for value and is entitled to all the rights and protections afforded to other mortgagees.

10.4 Relationship with Assessment Liens.

10.4.a The lien provided for in Article VI ("nonpayment of Assessments") for the payment of Assessment ("This lien") shall be subordinate to the lien of any mortgage ("That lien"), which was recorded prior to the date any such assessment became due.

10.4.b If any Lot subject to THIS lien shall also be subject to THAT lien, then:

(i) The foreclosure of THIS lien shall not operate to affect or impair THAT lien; and

(ii) The foreclosure of THAT lien, the acceptance of a deed in lieu of foreclosure of THAT lien, or sale under a power of sale included in THAT lien (such events being referred to as “events of foreclosure,”) shall not operate to affect or impair THIS lien.

However, any person who obtains an interest through any of the events of foreclosure shall take title free of THIS lien for all such charges that have accrued up to the time of any of the events of foreclosure, but subject to THIS lien for all of said charges that shall accrue subsequent to the events of foreclosure.

10.4.c Any mortgagee who obtains title to a Lot by reason of any of the events of foreclosure, or any purchaser at a private or judicial foreclosure sale, shall take title to such Lot free of THIS lien or claim for unpaid assessments against such Lot which accrue prior to the time such mortgagor or purchaser comes into possession of the Lot, except for liens or claims for a share of such assessment.

10.4.d Nothing in this Section shall be construed to release any Owner from his obligation to pay for any Assessment levied pursuant to This Declaration as provided in Article VI.

## ARTICLE XI

### GENERAL PROVISIONS

11.1 Terms. The covenants, conditions, and restrictions of This

Declaration shall run as amended until December 31, 1998, and shall automatically be extended from that date for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least fifty-one (51) percent of the Owners of Lots in Carriage Manor and recorded with the Butte County Recorder.

11.2 Amendment. This Declaration may be amended only by an instrument in writing that is signed by not less than fifty-one (51) percent of the Homeowners of the Association and that is properly recorded along with Official Certification, per California Civil Code 1355 (a) as stated with the Butte County Recorder.

11.3 Notice. Any notice that This Declaration permits or requires to be delivered shall be in writing and may be delivered either in person or by mail. In either case, the delivery person shall make and sign proofs of service showing how, when, and where delivery was accomplished, and file these proofs with the Secretary of the Association, or when required with the court.

If delivery is made by mail, it shall be deemed to have been delivered three (3) business days after a copy of the notice was deposited in the U.S. mail with postage fully prepaid and addressed to the person at the address last given by such person to the Association for service of notice, or to the person's last known residence if no address has been given to the Association.

Owners and other persons entitled to or desirous of receiving notice from the Association should keep the Association informed of their address and any temporary or permanent changes of address.

11.4 Interpretation. The provisions of This Declaration shall be liberally construed and governed, under the laws of the State of California, to effectuate their purpose of creating a uniform plan for the development and operation of Carriage Manor.

11.5 Enforcement and Non-Waiver.

11.5.a Right of Enforcement. Except as otherwise provided herein, any Owner of any Lot within Carriage Manor shall have the right to enforce any or all of the provisions of the Carriage Manor Restrictions upon any property with Carriage Manor and the Owners thereof.

11.5.b Violations and Nuisance. Every act or omission whereby any provision of the Carriage Manor Restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by the Board or the Association or any owners of Lots within Carriage Manor.

However, other provisions to the contrary notwithstanding, only the Association, the Board, or the duly authorized agents of any of them may enforce, by self-help, any of the provisions of the Carriage Manor Restrictions, and only if such self-help is preceded by reasonable notice to the Owner involved.

11.5.c Violations 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 Carriage Manor is hereby declared to be a violation of the Carriage Manor Restrictions and subject to any or all of the enforcement

procedures set forth in said Restrictions.

11.5.d Captions. Captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

11.5.e No Rights Given to the Public. Nothing contained in This Declaration shall be deemed to be a gift or dedication of any portion of Carriage Manor to the general public or for any public use or purpose.

ARTICLE XII

CHANGE RECORD

| <u>Version</u> | <u>Instrument No.</u>   | <u>Date</u> |
|----------------|-------------------------|-------------|
| Original       | Book 2382 Pages 477-533 | 3/28/1979   |
| Amend. One     | 80-38826                | 11/20/1980  |
| Amend. Two     | 86-12040                | 04/17/1986  |
| Amend. Three   | 86-12768                | 04/23/1986  |
| Amend. Four    | 90-22919                | 06/04/1990  |
| Amend. Five    | 2004-0035085            | 06/10/2004  |
| Rev. A         | 2004-0035420            | 06/14/2004  |
| Rev. B         | 2009-0024350            | 07/08/2009  |
| Rev. C         | 2010-0022335            | 07/06/2010  |
| Rev. D         |                         |             |

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# Exhibit A

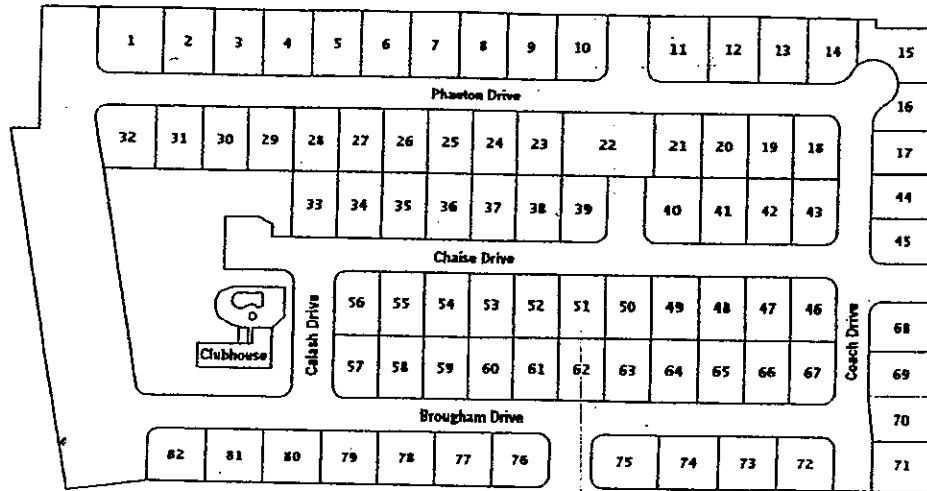
## Carriage Manor

### Legal Description of Carriage Manor

All the following described real property in Butte County, California: Lot 1 through 82 and Parcels F and G of Carriage Manor, a Planned Unit Development, as shown on and described in the Map of Carriage Manor, recorded in Book 64 of Maps at Page 76, Butte County Official Records

End of Description

#### CARRIAGE MANOR



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EXHIBIT "B"



**Carriage Manor Homeowner's Association Inc.**  
**"A Senior Community Development Subdivision, 55 +"**

**HOPA Rules (24 CFR parts 100.304, subpart E)**

***The Carriage Manor Homeowner's Association declares it is exempt from familial status discrimination for elderly residents under the US Housing for Old Persons ACT of 1995 (HOPA). To retain these exemptions and ensure the Association's plan for a single-family senior (55+) subdivision shall refer to all the property described in EXHIBIT "A", of Revision "D" of the CC&R'S.***

***Familial Status Discrimination: discrimination against families with families. Carriage Manor has been incorporated as a Senior Development to exclude families with children, and is exempt under HOPA and other State and Federal Laws.***

***HOPA, HOPA Survey: HOPA stands for the US Housing for Older Person Act of 1995, under which associations have this exemption; the Familial Status Exemptions (see above) for Elderly Residents". The HOPA survey will be taken every two years (required) to document and ensure compliance with rules issued by the Secretary of HUD for verification of occupancy.***

**To protect our exemptions under HOPA, we must meet the following:**

***1. At least 80% of the occupied units are occupied by at least one person over 55 years of Age or older. We, at Carriage Manor will be using the 80% / 20% rule with 80% of the occupied units with persons over 55. The remaining 20% of the units may be occupied by persons under 55, and the community/facility may still qualify for exemption (#100.305).***

***(Must check with the CMHA Board to make sure our very limited space is available. (Re 20 %.)***

***2. Publish and Adhere to policies and procedures that demonstrate its intent to house Persons who are over 55 and qualify for the older person's exemption (#100.306)***

***3. The community seeking 55 and older exemption comply with regulations on Verification of Occupancy through reliable Surveys and Affidavits (#100.307)***

***4. A good faith defense against civil money charges (#100.308)***

***5. Carriage Manor Homeowners' Association will refer to the "HOPA" current rules now or if they are revised, use the updates to retain our exemptions.***