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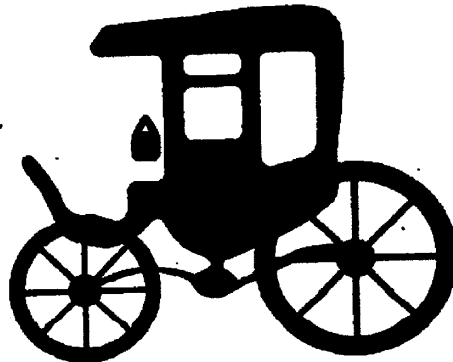
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CARRIAGE MANOR

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(Revision D)



**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CARRIAGE MANOR**

* * *

THIS MASTER DECLARATION of covenants, conditions, and restrictions for Carriage Manor, a senior community subdivision, is revised the April 4, 2011 by the Carriage Manor Homeowners Association, Inc., the "Association," as the owner of that real property in Oroville, Butte County, California, known as Carriage Manor, legal description attached as Exhibit "A."

The Carriage Manor Homeowners' Association does hereby declare that it is exempt from familial status discrimination and services-facilities requirement for elderly residents under the US Housing for Older Persons Act of 1995, "HOPA." To retain these exemptions and ensure the Association's plan for a single-family senior (55+) subdivision, all the property described in exhibit "A" shall be held, occupied, and conveyed subject to the covenant, conditions, restrictions, etc., altogether the "CC&R," as set forth below.

This CC&R shall run with the property and shall be binding on all parties having any right, title or interest therein, including heirs, successors, and assigns.

This CC&R shall inure to the benefit of each owner, and may be enforced by each owner, including the Association, and each of their successors in interest.

Article I

DEFINITIONS

Unless otherwise required by the context, the following words and phrases shall have the meanings shown and include the singular, plural, and the masculine, feminine, and neuter.

1.1 Acquisition Assessment shall mean a charge against all Lots, which are not at issue, to purchase or improve a parcel in or out of Carriage Manor.

1.2 Architectural Committee shall mean the committee appointed pursuant to Section 3.1.

1.3 Architectural Committee Rules shall mean the rules adopted or amended by the Architectural Committee and printed in the "Carriage Manor Rules."

1.4 Article shall mean the Articles of Incorporation of the Association filed with and certified by the California Secretary of State.

1.5 Assessment shall mean a charge against an Owner and/or Lot by the Association pursuant to Article V, and may be an Operating, Supplemental, Capital Improvement, Reconstruction, Infraction, or Acquisition Assessment.

1.6 Assessment Period shall mean the twelve months following the January Meeting of the Board at which the Operating Assessment rate was set for the year.

1.7 Association shall mean the Carriage Manor Homeowners' Association, Inc., the Owner of the real property in Oroville, Butte County, California, known as Carriage Manor, and its successors and assigns through

merger, consolidation or other reorganization.

1.8 Attendant (or Care Giver) shall mean a person(s) who is required to attend, care for, and reside with a member or a member's spouse in Carriage Manor. For these Restrictions, attendants and care givers are not considered Guests.

1.9 Board shall mean the Board of Directors of the Association.

1.10 By-laws shall mean the By-laws as adopted and amended by the Association.

1.11 Capital Improvement Assessment shall mean a charge against an Owner and/or Lot for a share of the cost to install or construct a capital improvement on a Common Area.

1.12 Care Giver: see Attendant

1.13 Carriage Manor shall mean the Planned Unit Development shown on and described in the Map of Carriage Manor, recorded in Book 64, of Maps, at page 76, Butte County Official Records, legal description attached as Exhibit "A."

1.14 Carriage Manor Restrictions: see Restrictions.

1.15 Carriage Manor Rules shall mean the booklet of the same name that is given to new Owners (and is available to others) and includes Architectural Committee Rules, as well as Association Rules and Information.

1.16 Common Area shall mean the real property parcels F and G within Carriage Manor that are collectively owned by the Association for the common use and enjoyment of its members. Common Areas include the pool, club

house, street areas, etc., and may be known as Association property.

1.17 Common Expense Assessment: name changed to “Supplemental Assessment.”

1.18 Declaration: see Master Declaration.

1.19 Events of Foreclosure: see “Foreclosure, Events of.”

1.20 Familial Status Discrimination: discrimination against families with children. 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. (See Exhibit “B”)

1.21 Foreclosure, Events of, shall mean foreclosure, accepting a deed in lieu, or sale under a mortgage’s power-of-sale clause.

1.22 Guest: Are/is a person(s) invited by Homeowner(s) to visit Carriage Manor. Carriage Manor, including its streets and clubhouse, is private property and the public has no rights, except as an invitee. (See Section 7.4, Common Area uses; 7.8, Boats, Trailers, Trucks, Etc. and 7.24, Guests.)

1.23 Homeowner: see Owner.

1.24 HOPA, HOPA Survey: HOPA stands for the US Housing for Older Persons Act of 1955, under which the Association has two exemptions, the familial status exemption (see above), and the exemption from the “services and facilities requirements for elderly residents.” The HOPA Survey is a biennial (every two years) requirement to document and ensure compliance. (See Exhibit “B”)

1.25 Infraction Assessment shall mean a charge against an Owner or Lot

to correct a violation or to pay for the correction by the Association.

1.26 Lot; or Residential Area, shall mean one of the Parcels 1 through 82 in Carriage Manor that are individually owned by Members for their personal use and enjoyment, and in which a Unit or single-family residence may be constructed.

1.27 Maintenance Fee: see Operating Assessment.

1.28 Master Declaration shall mean this instrument as amended from to time. “This Declaration” and “Master Declaration” may be used interchangeably.

1.29 Member: shall mean a Member of the Association.

1.30 Mortgage, or loan, shall mean a mortgage, deed of trust, or other conveyance of an interest in a lot or its improvements, to secure the performance of an obligation, which interest will be reconveyed upon completion of the performance.

1.31 Mortgagee, or lender, shall mean the holder of any indebtedness secured by a mortgage, and shall include trustees and beneficiaries, etc.

1.32 Mortgagor, or borrower or purchaser, shall mean the trustor under a deed of trust.

1.33 Notice: is the legal procedure required before any meeting, vote, assessment, appeal, or other action requiring notice can be valid. The form and method of the notice, and the amount of notice-time required, are specified for each type action.

1.34 Ombudsman: shall mean the member of the Board responsible for

investigating complaints of Members against each other or against any Board member.

1.35 Operating Assessment, or Maintenance Fee, shall mean the monthly charge against each Owner/Lot for his/her share of the expected annual cost to operate the Association and its Common Areas, less overlaps provided by other assessments. (See Article V)

1.36 Owner, shall mean the Lot Owner or Homeowner, as the grantee or buyer of a Lot in Carriage Manor, but none whose only interest is to secure the performance of an obligation.

1.37 Person, shall mean any natural-born (man or woman) or artificial entity (trust, partnership, etc.) with the legal right to hold title to real property.

1.38 Private Street and Parking Area, shall mean that portion of the Common Area devoted to vehicular ingress, egress, and parking known as Parcel F of Carriage Manor subject to Article IV.

1.39 Reconstruction Assessment, shall mean a charge against an Owner/Lot for a portion of the cost for reconstructing a portion of the Common Area as provided for in this Declaration.

1.40 Record, Recorded, and Recordation, shall mean the recording, or "filing," of a legal document by the Recorder of Butte County, California.

1.41 Residence, or Residential Area: see Lot.

1.42 Restrictions, or Carriage Manor Restrictions, shall mean this Declaration, together with any Supplemental Declarations and Amendments, and the Carriage Manor Rules, all as from time to time effective.

1.43 Rules, shall mean the regulations adopted by the Board pursuant to Section 2.5.g and Section 2.7 of this Declaration, and as published from time to time in the Carriage Manor Rules.

1.44 Rules of Order, means the set of parliamentary procedures adopted by the Association for the conduct of its meetings. (See By-laws 6.10)

1.45 Subdivision, or Tract, shall mean a parcel of real property that has been divided or separated into lots, as shown on a recorded subdivision map.

1.46 Supplemental Assessment, shall mean an extra assessment to augment the Operation Assessment during a given assessment period.

1.47 Supplemental Declaration, shall mean any declaration of covenants, conditions and restrictions, which may be recorded by the Board pursuant to Section 2.1.b.

1.48 Taking, shall mean condemnation by eminent domain, or sale under threat of condemnation. (See Article IX)

1.49 THIS Lien, or: THAT Lien: THIS lien shall mean a lien resulting from processes brought by This Declaration, THAT lien shall refer to a mortgage-related lien. (See Section 10.4)

1.50 Tract: See Subdivision

1.51 Unit, shall mean a single-family residence located on a Carriage Manor Lot.

1.52 Vote, shall mean the franchise enjoyed by each Owner according to Section 2.3 below.

ARTICLE II
CARRIAGE MANOR HOMEOWNERS ASSOCIATION

For the public record, this Article lists the powers and duties of the Association, and summarizes selected parts of the Association's By-laws that are necessary to render this Declaration self-sufficient and effective. However, the governing document for the Association is its By-laws.

2.1 Organization

2.1.a The Association. The Association is a nonprofit California corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, the By-laws, and This Declaration.

To protect the public and others relying on this recorded Declaration, neither the Articles nor the By-laws shall, for any reason, be separately amended, or otherwise changed or interpreted, so as to be inconsistent with this Declaration. Thus, the By-laws and Articles may be amended, but only in coordination with This Declaration.

2.1.b Subsidiary Associations. Nothing in This Declaration shall prevent the creation, by Supplemental Declarations, of Subsidiary Associations to assess, maintain or manage portions of Carriage Manor or to own or control portions for the common benefit of Lot Owners in the portions subject to such Supplemental Declarations.

2.2 Membership.

2.2.a Qualifications. Each Owner of a Lot, by virtue of being such an Owner and only for so long as he is such an Owner, shall be deemed a Member of the Association. Ownership of such Lot shall be the sole qualification for membership.

2.2.b Transfer of Membership. Membership shall not be transferred, pledged or alienated in any way except upon the conveyance or sale of a Lot and then only to the conveyee or purchaser as the new Owner. Any transfer of title to a Carriage Manor Lot shall automatically transfer membership to the new Owner. Membership transfers with title only, not with security interest.

Any attempt to make a prohibited transfer shall be void.

2.3 Voting

2.3.a Voting Rights. Only membership shall have voting rights. Homeowners and Lot Owners shall be entitled to one (1) vote for each Lot owned.

2.3.b Proxy. Any Owner may designate a person to exercise his vote, by written notice to the Secretary at any time up to twenty-four (24) hours before a vote is to be taken. The designation may also be revoked at any time by similar notice to the Association.

Such powers of designation and revocation may be exercised by an

Owner's guardian, conservator, parent entitled to his custody, executor, administrator, or in the case of a corporate Owner, by any officer or by any other person authorized by its Board of directors.

2.3.c Joint Owner Dispute. The vote for each Lot shall, if at all, be cast as a single vote, and fractional votes shall not be allowed. If joint Owners cannot agree how their vote shall be cast, they shall lose their right to vote until they do.

If any Owner casts a vote and it is not challenged by a Co-Owner before the vote tally is announced, it will be conclusively presumed for all purposes that that voter was acting with the authority and consent of all other Owners of the same Lot.

2.4 Meetings of Members.

2.4.a Chair and Secretary. Preferably, for all meetings of the Members, the President of the Association (or, if absent, any Vice President) shall act as chair, and the Secretary (or, if absent, any assistant secretary) shall act as secretary. Alternatively, meetings shall be conducted by officers in the order of their priority, with the chair appointing a secretary pro tem.

If the officers fail or are unable to staff a Members' meeting as required above, or if the Board fails to call an Annual Meeting, or a Special Meeting of the Members as requested, the Members may, upon

aggregating seventy-five (75%) of the vote, call and/or staff their meeting on their own account.

2.4.b Annual Meeting. There shall be an Annual Meeting of the Members on the fourth Thursday of April of each year at 7:30 P.M. The Board will provide written notice to the Members specifying the time and location. The Board may, for good cause, designate another location in Butte County, California. It may, also for good cause, specify another reasonable time not more than thirty (30) days before or after the above date.

Notice shall be given to the Members not less than ten (10) days or more than sixty (60) days prior to the above date.

At each Annual Meeting, the Board shall present a written Statement of Assessment and Common Expenses, itemizing receipts and disbursements for the preceding calendar year, within ten (10) days after each Annual Meeting, such statement shall be delivered to the Members not present at said meeting.

2.4.c Special Meeting. A Special Meeting of the Members shall be called by the Board upon: (1) a resolution for such meeting by the Board; or (2) receipt of a written request signed by at least fifty-one (51) percent of the Members. Notice for a Special Meeting shall meet the same

requirements as notice for the Annual Meeting and shall specify the purpose stated in the Board's resolution or in the request from the Members.

2.4.d Quorum. No business, except adjourning to a future time, may be conducted at any meeting of the Members unless a quorum of fifty (50) percent of the Members' vote is present, either in person or by proxy.

If any Annual Meeting cannot be held because a quorum is not available, the Members present, either in person or by proxy, may adjourn to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was scheduled. At that meeting, the quorum required shall be twenty-five (25) percent of the total votes.

2.4.e Rules of Order and Order of Business. See By-laws Section 6.10.

2.5 Duties of the Association. The Association shall carry out the duties set forth in This Declaration, and in the Articles and By-laws, for the benefit of the Owners of each Lot in Carriage Manor.

2.5.a Protect Association Property. Accept delivery and exercise dominion over all real and personal property conveyed to the Association, including Common and Private Street Areas, easements for operation, maintenance and access, equipment, etc.

2.5.b Protect Association Exemption under HOPA. Ensure that Owners/principal occupants of all units in Carriage Manor are age fifty-five (55) or over, that the residents of absent or deceased Owners are monitored for HOPA compliance, and that the biennial HOPA Survey is conducted on schedule and analyzed, documented, and archived for proof of compliance.

2.5.c Distribute Property Upon Dissolution. Convey the assets of the Association, upon its dissolution, to public or nonprofit agencies, acceptable to the Franchise Tax Board and the Internal Revenue Service, to promote the same purposes for which the Association was created.

2.5.d Manage Common and Private Street Areas. Operate and maintain, directly or indirectly, all Common and Private Street Areas, including landscaping, and keeping all improvements of whatever kind or purpose located thereon in good order and repair.

2.5.e Pay Taxes. Pay, contest, or comprise all general and special real property taxes and assessments levied upon any Association property to the extent not assessed to the Owners.

If contested or compromised, however, pay the taxes or post a bond to insure that payment is posted prior to sale or other disposition of the property.

2.5.f Provide Insurance. Obtain and maintain in force the following policies of insurance to protect the Association's interest.

(Note that no member of the Board or of the Association shall work within Carriage Manor for pay by the Association without proof of personal insurance sufficient to satisfy the Association's carriers of the insurance specified in (ii) and (iii) below.)

(i) Fire and extended coverage insurance on all improvements owned by or leased to the Association, in an amount not less than eighty (80) percent of the actual replacement value, exclusive of the cost of land, excavations, foundations, and footings.

(ii) Bodily injury and property damage liability insurance for all risks to the Association, with limits and deductibles as determined by the Board.

(iii) Workers' compensation insurance to the extent necessary to comply with all applicable laws.

2.5.g Make and Enforce Rules. Make, enforce, amend, and repeal Rules of the Association as provided in Section 2.7 below.

2.5.h Maintain an Architectural Committee. Appoint and remove members of an Architectural Committee as provided in Article III below, and insure that, at all reasonable times, there is available a duly constituted and appointed Architectural Committee.

2.5.i Enforce Restrictions and Rules. Perform such other acts, whether or not expressly authorized, as may be reasonably necessary to enforce any of the provisions of This Declaration and the Rules of the Association.

2.5.j Manage Purchasing. Justification requirements and authorization limits for each category of purchase by the Association shall be detailed and open to inspection by its Members. Aside from utilities, all services exceeding \$1,000.00 per service or per year will be bid out and the bids analyzed and approved by the Board as follows: Except as provided below there will be no contracts between the Association and its officers or directors, or their relatives. No contract shall run longer than one year.

No director, or officer may receive pay for their duties on the Board unless such pay is voted upon, with a majority of fifty-one (51) percent of the Association Members' votes in favor of such pay. All payments must conform to applicable state and federal law.

Contractors desiring work with the Association may pre-qualify themselves for placement on a prospective bidders list.

2.5.k Audit. The Board shall have the financial affairs of the Association audited every five (5) years, and each fiscal year that the gross income exceeds \$75,000. The Board shall deliver a copy of such audit to each Owner within thirty (30) days after receipt by the Board.

During any of the above audits, or separately at any other time, the Board may also have audited the Association affairs of any director, officer, or employee of the Association.

Any owner may, at any time and at his own expense, cause an audit or inspection to be made of the books and records of the Association by a certified public accountant, provided that it occurs during normal working

hours and without unnecessary interference with the operations of the Association.

2.5.1 Financial Statements. The Board shall prepare and distribute financial statements to owners as follows:

(i) A budget operating statement for the coming year shall be distributed not less than sixty (60) days before the beginning of the year.

(ii) A balance sheet and actual operating statement for the past year shall be distributed within ninety (90) days after the end of the year.

2.5.m Inspection. All Association books, contracts, and records shall be open to any Member during regular business hours, but shall not be removed from the clubhouse. A member of the Board must be present during such inspection. See By-laws Section 11.3 for further details.

2.6 Powers and Authority of the Association. The Association shall have all the power permitted to a California nonprofit corporation, subject only to limitations expressed in the Articles, the By-laws, and this Declaration.

The Association shall have the power, with fifty-one (51) percent of the Members' votes, to do any lawful thing that may be required or permitted by this Declaration or the Association's Articles or By-laws, including the following:

2.6.a Assessments. To levy assessments, authorized or required by this Declaration, against the owners of Lots, and to collect amounts so assessed, per Articles V and VI below.

2.6.b Rights of Enforcement.

(i) The Association shall have the power and authority from time to time, on its own behalf or on behalf of any consenting Owner, to commence and maintain actions to restrain and enjoin any actual or threatened breach of the Restrictions, and to enforce all provisions of the Restrictions.

(ii) The Association shall have the power to levy an Infraction Assessment, including periodic penalties for noncompliance, against any Owner who is in violation of a Carriage Manor Restriction.

(iii) The Association shall have the power to levy an Infraction Assessment against a defaulting Owner, in advance of actually performing corrective work, in amounts anticipated for performing the corrective work.

(iv) The Association shall have the power to lien the Lot(s) of an Owner who is in default for any Assessment, and to include cost, such as attorneys' fees, according to proof, anticipated to be incurred in collecting the Assessment.

(v) Assessment and lien procedures are provided in Article V and VI below.

2.6.c Easements and Right-of-Way. To grant and convey to any person an easement, right-of-way, parcel or strip of land in, on, over, or under any Association property for the purpose of constructing, erecting, operating or maintaining:

(i) Roads, streets, walks, driveways, access ways, parkways, and park areas.

(ii) Underground lines, cables, wires, conduits or other devices for the transmission of electricity for lighting, heating, power, telephone, and other purposes.

(iii) Sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating, and gas lines or pipes.

(iv) Any similar improvement or facilities.

2.6.d Repair and Maintenance of Association Property. To maintain and repair the Common and Private Street Areas and all improvements thereto.

2.6.e Professional Services. To retain and pay for legal, accounting, and other professional services necessary or proper for the operation of the Association Property, enforcement of the Carriage Manor Restrictions, or in performing any of the other duties or rights of the Association.

2.7 Rules. The Board may adopt such Rules as it deems proper for the use of the Association and all other property in Carriage Manor.

A copy of these Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. At the Board's discretion, such copy may, but need not be, recorded.

Upon such mailing, delivery, or recordation, the Carriage Manor Rules shall have the same force and effect as if they were set forth in and were a part of the Declaration.

A copy of the then-current Rules shall be given to each new Owner.

2.8 Liability Clause. Every Owner agrees that no member of the

Board, or other agent or employee of the Association, including the Architectural Committee and its members, shall be personally liable for damages or other loss due to any act or omission of the Association, its Board, or other agents or employees, provided said person acted in good faith.

However, in the event the Board should vote to enter the Homeowners Association into debt without at least a seventy-five (75) percent favorable vote of the Association Members, then the Members shall be able to enter a class action lawsuit on behalf of the Association against members of the Board for misappropriation of Association funds.

ARTICLE III

ARCHITECTURAL COMMITTEE

3.1 Purpose. To maintain control over the appearance of Carriage Manor, the Board shall appoint an Architectural Committee (in this Article, the "Committee") of three (3) persons. The Committee shall propose and enforce architectural guidelines, maintain and preserve a history of actions specific to each property in Carriage Manor, and a consolidated chronological journal of all requests and complaints to the Committee, with its notes and disposition.

3.2 Rules. The Association makes guidelines to preserve and evolve the character and spirit of Carriage Manor, while honoring the rights of each person, and their neighbors, to reasonable expression. Since styles, technology, and preferences change over time, these guidelines are listed,

and amended from time to time, in the Rules of the Association.

3.3 Compliance: Basic Presumption. In the absence of notice from the Committee, each Owner may presume that his or her Lot is in compliance with the Rules.

This presumption will not excuse or “grandfather” any violation of the Rules, relieve prospective Owners from obtaining a walk-through and certification by the Committee prior to closing escrow, or prevent any owner from requesting certification, at any time, that their Lot or Unit is in compliance.

3.4 Application. Before making any externally visible changes to a Lot, Unit, or Common Area that may be subject to the Rules, the Owner, or his agent, shall apply to the Committee for permission to proceed.

The application may be informal for small projects, at the Committee’s discretion, but shall be in writing over the Owner’s signature, and include sketches, plans, specifications, and photos sufficient to enable the committee to render a proper decision.

The Application, with all attachments, becomes the property of the Committee, and shall be maintained in its archives for the property in question. Field copies, for the Owner or the Committee, may be marked “Conformed” if copied directly by the Committee. The Committee shall not be liable for discrepancies in any other type of copy.

3.5 Decision. After a complete application is received, the Committee will have thirty (30) days to investigate and render a decision. If a meeting

of neighbors is required, the time is extended to forty-five (45) days.

Decisions of the Committee shall be reported to the Board for approval.

3.6 Complaint. Any Member of the Association may file a complaint with the Committee about a questionable interpretation or application of the Rules anywhere in Carriage Manor.

A complaint journal will be set up and maintained by the Committee to maintain a brief history of its decisions. The chair or secretary of the Committee will assign a consecutive number for each complaint that the Committee deems worthy of attention, or for which complainant requests formal attention.

After the Committee investigates, its options include:

3.6.a Explain the problem to the owner in question, explore ways to mitigate the problem, set and adjust goals and schedules for compliance, and, if necessary, proceed with enforcement;

3.6.b Find the Rule(s) to be inappropriate and propose corrections; or,

3.6.c Explain to the complainant how the Committee sees no infraction, and close the case.

3.7 Appeal. Any adverse decision, or lack of response, by the Committee to a complaint, may be appealed directly to the Board or to the entire membership. An appeal to the Board may be decided on a simple majority. Appeals to the membership will require fifty-one (51) percent favorable vote to reverse a decision by the Committee or the Board, or to

require specific action from either of them.

3.8 Liability. Every person agrees that, by submitting an application to the Architectural Committee, he will be bound by the terms of the Liability Clause in Section 2.8 above, and not bring any action or suit against the Board, the Association, the Architectural Committee, or any of their members or agents, to recover any such damage or loss except as noted in Section 2.8.

3.9 Notice of Noncompliance or Noncompletion. The Architectural Committee and the Board shall journal and suspense remodeling and new construction in Carriage Manor for follow-up at an appropriate future date. If a permit seems required and is not in evidence, the project will be reported to the County and disposition properly noted. If the project seems noncompliant or unlikely to complete within one year of permit issuance, the Architectural committee and/or Board shall record and properly serve notice(s) of noncompliance or noncompletion, and/or commence legal proceedings.

For the benefit of purchasers and encumbrancers in good faith and for value, a Lot and its improvements shall be deemed to be in compliance with all provisions of this Article III, if, after the expiration of one (1) year from the date of issuance of a building or other permit by local governmental authority, no notice or legal proceedings appear of record.

3.10 Variances. Where circumstances, such as topography, locations of property lines, or trees, or other matters require, the Architectural

Committee may allow, by vote or written consent all of the association Members, reasonable variances on anything in this Declaration subject to this Committee. Provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of Carriage Manor.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

4.1 Members' Easement of Enjoyment. Subject to the provisions of Section 4.2 below, every Member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot.

4.2 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

4.2.a The Right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and its facilities, if any, and therefore to mortgage or deed, in trust, said Common Area provided, however, that the rights of the mortgagee or beneficiary shall be subordinate to the rights of the Members.

4.2.b The rights of the Association to take steps reasonably necessary to protect the Common area against foreclosure.

4.2.c The rights of the Association as provided in its By-laws, to suspend the voting rights of any Member for any period during which any assessment against his Lot remains unpaid and delinquent, and for a period

not to exceed thirty (30) days for any infraction of its published Rules and regulations that is not continuing or curable.

4.2.d The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

However, no such dedication or transfer shall be effective unless approved by the vote or written consent of Members entitled to exercise not less than seventy-five (75) percent of the voting power of the membership and an instrument in writing is recorded and signed by the Secretary of the Association certifying that such dedication or transfer has been approved by the required vote.

4.2.e The right of the Association to establish uniform Rules and regulations pertaining to the use of the Common Areas and the facilities thereon.

4.3 Major Expenditures. Any non-budgeted expenditure over twenty-four hundred dollars (\$2,400.00) must be approved by fifty-one (51) percent of all the Association Members. All receipts must be shown and retained in the treasurer's permanent record.

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		

Date: 6-30-11

RECOMMENDATION

We, the undersigned Directors and Officers of the Carriage Manor Homeowners' Association, have ordered and overseen this Revision D of the Association's Declaration of Covenants, Conditions, and Restrictions, and on the month, day, and year above written, hereby recommend this Revision for ratification by the membership of the Association.

President Robert Woodworth
Robert Woodworth

Vice President Ron Olson
Ron Olson

Secretary Marjorie McFarland
Marjorie McFarland

Treasurer Judy Perry
Judy Perry

Ombudsman Joseph Brazil
Joseph Brazil

Acknowledgments

State of California
County of Butte

On 06-30-2011 before me, Richard Feuerstein, Notary Public personally appeared: Robert Woodworth, Ron Olson, Marjorie McFarland, Judy Perry, and Joseph Brazil who proved to me on the basis of satisfactory evidence to be the persons whose names subscribed to the within instrument and acknowledge to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY and under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature Richard Feuerstein

on _____ before me _____ personally appeared.

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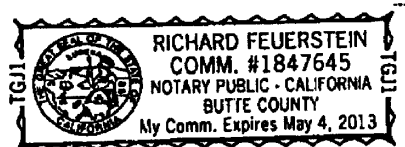


Exhibit A
Carriage Manor

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

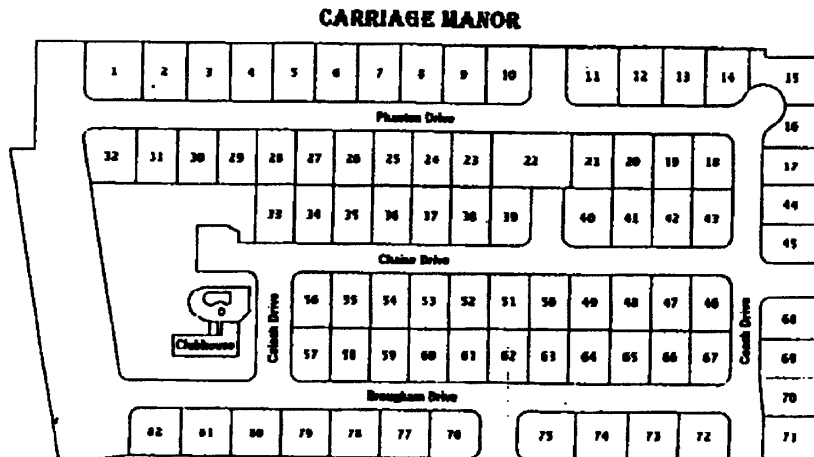


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EXHIBIT "B"

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.

RATIFICATION

Whereas: We, the undersigned, are the owners of record of the indicated Lots in the Senior subdivision of Carriage Manor; and,

Whereas: We are therefore the voting members of the Carriage Manor Homeowners' Association entitled to amend or extinguish (Section 11.1) the Associations' Declaration of Covenants, Conditions, and Restrictions (CC&Rs); and,

Whereas: The Board of Directors of the Association has prepared and recommended adoption of Revision D of the CC&Rs, and, to maintain consistency, has prepared and adopted Revision 3.0 of the Bylaws;

Now Therefore: We, by our signatures below, approve and ratify adoption of Revision D of the CC&Rs and approve the Board's adoption of Revision 3.0 of the Bylaws..

SIGNATURE	LOT NUMBERS	DATE
Judith Perry	12	6-28-11
Jerry Milner	50	6-29-11
Jamie Ryan	33	6-29-11
Sharon C. Wadsworth	1	6-29-11
Richard Brazil	2	6-29-11
Margaret J. S. S. S.	6	6-30-11
Edna P. Hill	42	6-30-11
Joe Brazil	3	6-30-11

Signatures Collected by: Judith Perry
DATE: 6-30-11

The Following Proxies approve CC&R Revision "D" & Bylaws 3.0

Proxies given to Bob Woodworth - Radification Page 2 of 3

Witnessed by: Bob Woodworth RGW Marjorie McFarland PMW

Name	Lot #/Lot #s	Date	Initial
Drew Benedict	54 ✓	3/23	RGW
Daniel Brady	11/21 ✓	3/28	RGW
Joseph Clay	32 ✓	3/22	RGW
Robin Conley	7 ✓	4/4	RGW
Betty Dunlop	10 ✓	3/21	RGW
Dottie Elliot	40/41 ✓	3/21	RGW
Virginia Elliott	38/39 ✓	3/25	RGW
Betsy Fortney	71 ✓	4/1	RGW
Marilyn Fugate	16 ✓	3/22	RGW
Marta Costa	25/26 ✓	4/4	RGW
Rick Graeff	14 ✓	4/10	RGW
B. Depue	46 ✓	6/10	RGW
Joy Hale	68 ✓	4/1	RGW
Bill Harper	29 ✓	3/24	RGW
Joe Iannacci	27 ✓	3/29	RGW
James Love	22 ✓	4/1	RGW
Stanley Nunn	34/35 ✓	3/30	RGW
Kem Ogletree	23 ✓	4/1	RGW
Ron Olson	15 ✓	4/1	RGW
Ross Payne	30 ✓	3/29	RGW
Ernie Paul	4 ✓	3/23	RGW
Noreen Rice	17 ✓	3/22	RGW
Bob Roberts	49 ✓	4/10	RGW
Clyde Rogers	35 ✓	4/1	RGW
Cherie Shane	48 ✓	3/16	RGW
Ruth Wood	70 ✓	3/22	RGW
Pat Kerber	44 ✓	3/22	RGW
Dorothy Johnston	60 ✓	3/31	RGW
Keith Zimmerling	43 ✓	6/15	RGW
Ella Foster	45 ✓	4/20	RGW
Ralph Pierce	75 ✓	6/3	RGW
Susie Below / Withington	65 ✓	4/28	RGW
Virginia Hanson	8 ✓	5/10	RGW
Shirley Stone	20 ✓	6/14	RGW
Ed Clark	51 ✓	6/20	RGW
Total 40 - to Bob Woodworth			
Proxies given to the following			
Ruth Morgan (proxy)	82	To: Mac McFarland - yes - 6/8/11 ✓	
Clarence Heath (proxy)	73	To: Byran Hanson - yes - 4/21/11 ✓	
Alton Lee (proxy)	18	To: Judy Perry - yes - 6/11/11 ✓	
D Klima (proxy)	53	To: Ruth Cronk - yes - 6/17/11 ✓	
Total 4 - Other Members		Total Proxies - 44	

Certified by: Marjorie McFarland Marjorie McFarland Date 6/30/11

Secretary CMHA - Page #2 of #3 of Signature / Proxy Page

Radification of "Revision D" of the CC&R & Bylaws 3.0

SIGNATURES	Lot #	Date
Carl A. Hick	64	6-29-11
Joyetta Singly	59	6-29-11
Benson Hanson	66	6-29-11
Angeline Bosch	58	6-29-11
Gordon Kline, "POA" Legg, Lemay (47)		6-29-11
Chris DeVoll	31	6-29-11
James D. Frost	61	6-29-11
A. Ruth Cronk	57	6-29-11
Betty Jo Bandy	63	6-29-11
Gene & Helen Hubbard	78	6-29-11
Jack & Marjorie McFarland	80	6-29-11
Catherine F. Dull	52	6-29-11
Mary Barthel (PROXY)	37	6-29-11

Signatures Collected by: Ruth Cronk
Date: 6-29-11

CERTIFICATION

I, THE UNDERSIGNED, do hereby certify:

1. That I am the duly elected and current Secretary of the Carriage Manor Homeowners' Association, Inc;
2. That the above Ratification contains the signatures of at least seventy-five (75) percent of the eligible voters of the Association; and,
3. That the foregoing Revision D is thereby duly ratified and may now be properly submitted for legal recordation.

IN WITNESS WHEREOF, I have subscribed my name on:

April _____, 2011

June 30, 2011 mm

Marjorie McFarland

Marjorie McFarland, Secretary