

**Plantation Land Owners Association  
Government Code §12956.1**

**If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

**Notice.** After January 1, 2022, a Restrictive Covenant Modification form with procedural information for appropriate processing with the Butte County Recorder may be found at the following link:

<https://clerk-recorder.buttecounty.net/recorder/forms.html>

# **PLANTATION**

## **A Retirement Community**

### **FOREWORD**

Each member(s), current and prospective, on taking title to property in the Plantation Retirement Community, a common interest development, and each resident who occupies a manufactured home therein knows that there are Covenants, Conditions and Restrictions which apply to residency here.

Before taking residency in the Plantation, each resident will receive a current copy of the Plantation's governing documents entitled "Rules and Regulations" from the seller. These regulations define, expand and clarify in specific terms the Plantation's Declaration of Covenants, Conditions, and Restrictions (CC&R) and the Bylaws, as appropriate.

All resident(s), owners and renters, with full and free choice, agree to comply and to obey the Plantation's Rules and Regulations, recognizing that they have been prepared for the beneficial use and enjoyment of all members and residents.

Compliance with the Rules and Regulations is a legal, quasi-contractual and ethical obligation of residents. Enforcement of the Rules and Regulations is the duty and obligation of Management, acting on behalf of the Plantation Land Owners Association.

Plantation management shall resolve any violation of the Rules and Regulations reported to or observed by Management to have been violated by Residents by means of notifying Residents of the violation and requesting that it be corrected or discontinued.

Failure by Resident to respond to any request by Management to discontinue a violation of the Rules and Regulations, shall enjoin Management to refer the matter to the Plantation Board of Directors for further action regarding the Residents violation. Such action of the Board of Directors shall include, but not be limited to a warning, fines or similar discipline, as the Board of Directors deems appropriate, on behalf of the general welfare of all Residents of the Plantation Community.

The Rules and Regulations of the Plantation Land Owner's Association are based on and take their authority from:

Declaration of Covenants, Conditions and Restrictions for the Plantation Retirement  
Community

Bylaws of the Plantation Retirement Community

The California Civil Code

The California Corporations Code

# PLANTATION

## A Retirement Community

### Foreword (Continued)

### Definitions

<i>Association</i>	The Plantation Land Owner's Association, located in the Town of Paradise, Butte County, California - a California nonprofit, mutual benefit corporation, created for the purpose of managing a common interest planned development.
<i>Board</i>	A five person Board of Directors of the Association, who govern the affairs of the Association.
<i>Bylaws</i>	Documented Bylaws of the Association and any amendments to them.
<i>Common Area</i>	Those portions of the Plantation development and all improvements, thereto, owned by the Association for the common use and enjoyment of the owners, excluding residential lots.
<i>Lot</i>	A parcel or area, which is a separate interest and separately owned, within the Plantation planned development. On each lot there is a manufactured home, or the lot is designed and intended to be used as a residential manufactured home site.
<i>Management</i>	A Person, persons or firm, employed by the Association, under the supervision and direction of the Board of Directors, to administer the business affairs and the Rules and Regulations of the Association.
<i>Manufactured Home</i>	A residential structure for human habitation, transportable, under permit in one or more sections.
<i>Member</i>	Every person entitled to membership in the Association as described in the Declaration.
<i>Owner</i>	Holder of a recorded title to a lot in the Plantation Retirement Community.
<i>Resident</i>	A person(s) living on a permanent basis in a manufactured home on a lot in the Plantation Retirement Community, including but not limited to the owner of the lot, a renter or lessee, or authorized extended guest.

# PLANTATION

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### What Does Being A Common Interest Development Such as the PLOA mean to you?

#### ***Common Interest Development***

The PLOA is a common interest development. The development includes common areas and facilities which will be owned and/or operated by an owner's association. Purchase of a lot or unit automatically entitles and obligates you as a member of the association and, includes a beneficial interest in the areas and facilities. Since membership in the association is mandatory, you should be aware of the following information before you purchase:

#### ***Governing Instruments***

Your ownership in this development and your rights and remedies as a member of its association will be controlled by governing instruments which include a Declaration of Restrictions (also known as CC&R's), Articles of Incorporation, bylaws, and Operating Procedures. The provisions for these documents are enforceable in a court of law.

#### ***Assessments***

In order to provide funds for operation and maintenance of the common facilities, the association will levy assessments against your lot. If you are delinquent in the payment of assessments, the association may enforce payment through court proceedings or your lot may be liened and sold through an exercise of a power sale, or collected in escrow when your lot is sold. The anticipated income and expenses of the association, including the amount you may expect to pay through assessments, are outlined in a proposed budget. Ask to see a copy of the budget if it has not been provided to you.

#### ***Common Facilities***

The homeowners association provides a vehicle for the ownership and use of recreational and other common facilities.

The association also provides a means to accomplish architectural control and to provide a base for homeowner interaction on a variety of issues. The purchase of an interest in a common interest development should contemplate active participation in the affairs of the association. He or she should be willing to serve on the board of directors or on committees created by the board. In short, "they" in a common interest development is "you". Unless you serve as a member of the governing board or on a committee appointed by the board, your control of the operation of the common areas and facilities is limited to your vote as a member of the association. There are actions that can be taken by the governing body without a vote of the members of the association which can have a significant impact upon the quality of life for association members.

#### ***Cooperative Living***

When contemplating the purchase of a dwelling in a common interest development, you should consider factors beyond the attractiveness of the dwelling units themselves. Review the governing documents and give careful thought to whether you will be able to exist happily in an atmosphere of cooperative living where the interest of the group must be taken into account as well as the interest of the individual. Remember that managing a common interest development is very much like governing a small community. The management will serve you well, but you will have to work for its success.

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# **PLANTATION**

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### **GENERAL RULES AND REGULATIONS**

#### **EXHIBIT A Page 1**

These rules and regulations have been prepared and established by the Plantation Land Owners Association. They are intended and designed so that each resident in the Plantation Community receives the maximum benefit and enjoyment of the life style uniquely offered here.

The Resident understands and agrees to comply with these rules and regulations and further understands that a Management Firm is employed by the Plantation Land Owners Association to assist the Board of Directors to administer and enforce their provisions.

#### **Use of Lot**

The lot will remain in current design. The lot shall be used only for the installation and maintenance of a manufactured home, the specification of which are detailed in Architectural Construction Standards, Exhibit E; and for no other purpose. The home shall be used as the residence and occupied only by those persons whose signatures appear on this document.

#### **Resident Age Requirement**

Owner/Resident acknowledges that the Plantation is a retirement community, as defined by the "Housing for Older Persons Act of 1995", and, as such, at least one person in residence must be fifty five (55) years or older and all others must be forty five (45) years of age or older.

**Exceptions:** Residents shall not permit anyone under the age of 45 to reside within his/her residence except in the following situations:

1. The resident requires medical care, either on a full time or part time basis. In this instance, the care provider may reside in the residence, regardless of age. Members of the care provider's family may not reside in the residence unless 45 years of age or older, and are subject to approval of Management
2. The Resident needs to provide care for a member of the immediate family for medical or psychological reasons.

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**EXHIBIT A Page 2**

**NOTE:** In either instance of exceptions 1 or 2, the Resident shall provide to Management, prior to its approval, appropriate medical and professional documentation to validate said exception. If approval is granted, Resident shall be responsible for assuring that such persons obey and comply with the Plantation Governing Documents.

**Occupancy**

The maximum number of occupants who may live in the manufactured home shall be no more than the number of bedrooms in the manufactured home times two, plus one. All occupants are subject to age restrictions and other regulations contained in the Plantation Governing Documents.

**Guests and Temporary Residents**

A guest is any person who receives hospitality and resides on a short-term basis at the home of a Resident of the Plantation community. A guest is a non-resident. Only the persons whose names are affixed to the recorded title and authorized care givers may reside permanently with the Resident on the premises.

A guest who stays with Resident for a total of twenty (20) consecutive days or less, or a total of thirty (30) days within a calendar year is not required to register with Management. A guest who stays with resident longer than twenty (20) consecutive days, or longer than thirty (30) days within a calendar year, shall be required to register with Plantation Management.

No person may reside with Resident(s) on premises for a period longer than sixty (60) days during any one hundred eighty (180) day period in a calendar year unless:

1. Such person makes application to Management for acceptance as a resident.
2. Management, at its sole discretion, accepts said application.
3. Resident, said person, and Management execute amended occupancy Documents.
4. Such individual agrees in writing to obey the plantation Rules and Regulations.

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**EXHIBIT A Page 3**

Visiting children shall be supervised and accompanied by Resident at all times while a guest in the Plantation Community. No baby sitting services are permitted.

No guest may occupy or otherwise use Resident's home if Resident is not present on the premises, without prior approval of Management. Guests have no rights of residency in the Plantation Community.

Note 1: Management reserves the right to determine whether or not the Plantation and its recreational facilities can accommodate all Residents and guests, and may refuse, at its sole discretion, permission for a guest to stay with Resident.

Note 2: Resident is required to inform and familiarize all guests with the rules and regulations of the Plantation Community. Resident is personally responsible for the actions and conduct of his guests.

Note 3: In the event of any damage to property of the Plantation Association or to property of any Resident of the Plantation Community, caused directly or indirectly by Resident's guest, said Resident shall be liable for damages and/or restitution.

Note 4: Any violation of the Plantation Rules and Regulations by a guest of Resident, or by a person residing with the Resident on premises, shall be deemed a breach of same by Resident and shall have the same effect as if Resident had breached the Plantation Rules and Regulations.

**Alteration and Improvements of Lot and Manufactured Home**

No construction, additions, utility installation, alterations or improvements, including but not limited to garages, cabanas, patios, porches, storage buildings, greenhouses, gazebos or the installation of awnings, modification of drainage or front yard landscaping, shall be made by Resident upon the premises without prior written approval of Management.

Written approval by management of any and all alterations and improvements shall be based on an evaluation of the Resident's proposed written plans and of Residents proposed contractor. Additionally, all improvements and alterations shall conform to the standards set forth in the "Architectural and Construction Standards" of the Plantation Community, appropriate laws of the State of California and the County of Butte, State of California.

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#### **GENERAL RULES AND REGULATIONS**

#### **EXHIBIT A Page 4**

Resident shall not commence any such construction, alteration or installation until Resident has obtained all permits, required by State and local law. Resident shall notify Management in writing at least ten (10) days prior to commencement of such construction, in order to allow Management sufficient time to post appropriate notices of non-responsibility.

If Resident fails to obtain Management's prior written approval, all such alterations, additions, utility installations, modification to drainage or front yard landscaping shall be promptly removed by Resident and the property restored to its original condition, at Resident's expense, upon written request of Management.

Note: Any change in the drainage pattern of the home site may result in water running under Resident's manufactured home or the manufactured homes of adjacent home sites. This is because of the low profile "Dig In" method of installation of manufactured home in the Plantation Community.

#### **Sale of Manufactured Home**

Resident shall not voluntarily, involuntarily or by operation of law, sell or otherwise encumber his interest without first apprising Management of Resident's intent thereon. Prospective buyers shall be notified by the Resident or his/her Real Estate Agent of the Plantation Governing Documents and the buyer's responsibility to abide and comply with these documents. The selling Resident or Real Estate Agent will obtain a copy of the Plantation's current Rules and Regulations and CC&Rs which will be given to the buyer for their review and understanding prior to close of escrow.

#### **Rent, Lease of Manufactured Home**

The third amendment to the Declaration of Covenants, Conditions and Restrictions for the Plantation Retirement Community establishes a rental cap of 10 rental homes and the procedures that must be followed when renting or leasing your Manufactured Home.

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**GENERAL RULES AND REGULATIONS**  
**EXHIBIT A Page 5**

If a Resident wishes to rent his manufactured home, he/she must submit a written Rental Application request to the Plantation Board of Directors. After approval by the Board of Directors and a renter has been selected, the Resident must submit an Application for Residency for the prospective renter. The application must include the names, current addresses, ages, etc., for each individual who will reside in the rental property.

It is the responsibility of the Property Owner to assure that the renter is in compliance, and will remain in compliance, with all Plantation Governing Documents and all Federal and California State Regulations regarding fair housing.

All rentals will have a written rental/lease agreement which expressly provides that its terms are subject to all of the provisions of the Plantation Governing Documents, that the tenants shall comply with the provisions of the Governing Documents, and that any violation of any provisions of the Governing Documents will be a breach and default of the terms of the rental agreement. The Plantation property owner will be responsible and liable to the Plantation Association for the actions of such Owner's tenants within the Plantation and for each tenant's compliance with the provisions of all Governing Documents.

Plantation Residents, the Plantation Board of Directors, and the Property Management Company, if any, are removed from any responsibility for rental procedures between the Plantation Owner and his/her tenants. The responsibility for potential tenants to qualify for residency in the Plantation and to comply with the Governing Documents rests solely with the Plantation property owner. The responsibility for the actions of any Property Management Agency or Rental Agency hired by the property owner lies with the Property Owner.

If a tenant violates any of the Governing Documents, and efforts to correct the violation are not supported by the Property Owner, the Plantation Association shall be entitled to maintain an eviction action against the Owner's tenant, the Association being deemed to be a third party beneficiary of any lease or rental agreement involving any Lot within the Plantation Community.

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### **GENERAL RULES AND REGULATIONS**

#### **EXHIBIT A Page 6**

In addition, the following provisions also apply to the rental of Manufactured Homes within the Plantation community:

1. Minimum lease period is six months
2. If a Board approved rental property is vacant for 6 or more months, the approval is rescinded and the owner must submit a new rental application to the Board of Directors.
3. Any owner must reside in his or her residence within the Plantation for a minimum of 12 consecutive months before it is eligible to rent.
4. No owner, regardless of how many Lots within the Plantation he/he may own, may rent out more than one of such Lots at any given time.
5. No lot may be rented for hotel or transient purposes and/or for a period of less than six months.

### **Miscellaneous**

Resident(s) shall not interfere in the peace and quiet of other residents of the community. The following are minimal standards of conduct to be observed by Resident(s) and guests:

1. No loud talking, radio, television, music from musical instruments or any other loud noise, which disturbs the tranquility and peace of the Residents of the Community, are permitted between the hours of 10:00 PM to 8:00 AM.
2. Disturbing noise, emanating from parties, intoxication or misconduct of any nature is prohibited.
3. Motor vehicles without lawful mufflers or which produce sound pollution, for whatever reason, are not permitted in the Community.
4. No private enterprise or business may be conducted in the Community by Resident or guest.
5. No soliciting or peddling is permitted within the Community.

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**GENERAL RULES AND REGULATIONS  
EXHIBIT A Page 7**

6. No persons, including residents and guests, shall encroach or trespass on any resident's home site or in any other area not opened to the general use of residents and their guests.

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### **GUIDELINES AND COMMUNITY PROCEDURES FOR RESIDENTS**

#### **EXHIBIT B Page 1**

These Guidelines and Community Procedures have been prepared by the Plantation Land Owner's Association. They are intended and designed so that each resident in the Plantation Community receives the maximum benefit and enjoyment from the life style uniquely offered here.

The Plantation Retirement Community encourages each resident to:

- maintain his/her home and home site in a neat, attractive and well maintained condition, and
- to use and enjoy the recreation and common facilities, keeping in mind that proper care in their usage should be observed at all times.

The resident owner understands and agrees to comply with these Guidelines and Community Procedures and further understands that the Plantation Land Owner's Association employs Management to assist in the administration and enforcement of these provisions.

#### **Flower planting and Front Yard Maintenance by Resident**

Flowers, annuals and perennials, may be planted by Resident in the planter areas in the front of the home. Residents must notify, in writing and obtain approval from the L & A Committee prior to planting in the planter areas. Plantings are subject to the following conditions:

- Flower plants shall not exceed 24" in height
- It is the responsibility of the Resident to trim, water, fertilize and maintain the flowered plants installed by the Resident.
- It is the responsibility of the Resident to keep flower plants from interfering with mowing and trimming of the lawns.
- Management shall not be liable for flower plants, damaged by landscape maintenance personnel
- Cans or pails may not be used for flower pots
- Management reserves the right to remove flower plants which are passing to the stage of yielding seed or are obviously in a stage of deterioration, if Resident fails to respond to a written request for abatement with seven (7) days

NOTE: Decorations including, but not limited to, concrete, plastic, silk or other artificial objects, e.g. animals, birds, statues, fans and similar artifacts, regardless of size, are prohibited in the front yard of any Resident.

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**GUIDELINES AND COMMUNITY PROCEDURES FOR RESIDENTS**  
**EXHIBIT B Page 2**

**Artificial Flowers**

Artificial flowers are not allowed in front yard planters, sidewalks, or driveways.

Artificial flowers may be placed on owner's stoop or front entry provided:

- They do not exceed 36" in height
- Are not a safety hazard
- Changed seasonally and maintained in good, attractive condition
- In appropriate pots

The Plantation Board of Directors is authorized to remove artificial flowers for any reason

**Lot and Manufactured Home Maintenance**

Resident agrees to keep the exterior of the manufactured home and premises in an uncluttered, safe, neat and clean condition at all times

Resident has the obligation, when necessary, to re-roof and to re-paint, including caulking, removal of dry rot, and weather-stripping the home and any and all appurtenances to the home, including but not limited to, accessory equipment, structures and other improvements.

Included in Resident obligation to maintain lot and home is the requirement to replace any item, missing or damaged, to the extent of irreparability. Such replacement should be such as to appear to be the same condition as the undamaged portion surrounding it.

Colors used for repainting shall receive the approval of the Landscape and Architectural Committee. This approval must be obtained even if the home is being painted the same colors.

Because it is to the personal and economic advantage of the homeowner to keep his/her home maintained in good condition, and in so doing contribute to the overall beautiful

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#### **GUIDELINES AND COMMUNITY PROCEDURES FOR RESIDENTS**

##### **EXHIBIT B Page 3**

appearance of the community, the Landscape and Architectural Committee, periodically, will conduct a visual survey of the exterior of the homes of the Plantation Community.

If the Landscape and Architectural Committee notes in its visual inspection that a given home appears to require maintenance, e.g. re-painting, re-roofing, dry rot removal, etc., and to the extent that the appearance of said home distracts from the beauty and charm of the community, overall, the committee will notify the homeowner in writing, suggesting a specific course of action be taken to correct the maintenance problem noted. The committee will give the homeowner a reasonable time to consider its recommendation.

After reasonable time has elapsed and the homeowner has not responded to the recommendations of the Landscape and Architectural Committee of the homeowner's intention to correct the maintenance problem, the Committee will refer the matter to the Board of Directors for further action.

All water and gas connections must be kept in proper, leak-free and safe condition, in accordance with state and local utility codes. Resident, at his/her own expense shall repair any all utility lines, servicing his/her home.

All trash, debris, boxes, barrels, brooms, garden hoses, ladders and other similar implements, when not in use, are to be stored and kept out of sight at all times.

Resident shall maintain, at his/her sole expense, the side and rear yards, as enclosed by fencing and the home.

In the event the Resident fails to maintain such land, manufactured home and premises in accordance with these rules and regulations, Management shall give a 14 day notice for compliance. Said notice shall state the specific conditions to be corrected and an estimate of the charges to be imposed by Management, if corrective work and services are performed by the Plantation or its agents.

If, after the notice is served to Resident and the corrective work is not completed in a 14 day period, Management may enter the premises, complete the work required, and, on completion of the work, shall deliver to Resident a statement for services, compensation for which shall be due and payable to Management within five days of receipt of said statement.

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**GUIDELINES AND COMMUNITY PROCEDURES FOR RESIDENTS**  
**EXHIBIT B Page 4**

**Lot Usage**

The storage of hazardous materials, e.g. poisons, toxins, venom, viruses, or anything similar, which has the potential to cause danger, peril, or risk, or which, by its presence, creates a threat to health or the safety of human beings; threatens damage to property; or which induces or harbors or has the potential to induce or harbor offensive odors, infectious plant disease and/or noxious insect and /or rodents or reptiles is strictly prohibited in and on the home site.

No flammable, combustible, or explosive fluids, material, or chemical substances, including, but not limited to gasoline, solvents and other similar substances, may be stored on the home site, other than those customarily used for normal household purposes. Examples: gasoline for a lawnmower and solvents for household cleaning.

Existing drainage patterns and grading, i.e. the ground level around the manufactured home, may not be changed without the written approval of Management. Resident may not divert water or interfere with normal flow and drainage. Any resident who alters the drainage will be responsible for any and all problems ensuing, including but not limited to subsequent re-leveling or adjustments required to the home and other improvements, soil expansion or contraction, tree roots, and/or any other situation, related to the unauthorized alteration to existing drainage.

Notwithstanding the above paragraph, the original drainage pattern may be altered, if it proves to be unsatisfactory and the Landscape and Architectural Committee concurs in said deficiency.

Resident may not leave hoses or sprinklers running so that water runs in the street or onto a neighbor's lot.

Lawn sprinklers or drip systems, located in front of the manufactured home and which the homeowner determines to be unsatisfactory, i.e. insufficient or too much water being emitted, shall not be adjusted by the Resident, but shall be reported to the Landscape and Architectural Committee for alteration or modification.

No towels, rugs or laundry of any description may be hung outside the home, at any time. No appliances are allowed outside the home.

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**GUIDELINES AND COMMUNITY PROCEDURES FOR RESIDENTS**  
**EXHIBIT B Page 5**

Nothing shall be stored outside the fence, including in the front yard. Nothing shall be stored on the side of the manufactured home, which would create clutter and an unsightly appearance, and which would prohibit free access of emergency personnel.

No tower, poles or any structure to be used for the purpose of receiving radio, television or related signals shall be installed, affixed, mounted or constructed on any lot/manufactured home or in any Common Area within the Plantation Community. Only equipment installed by a duly licensed television franchisee shall be installed, affixed, mounted or constructed within the community. The use of a small satellite television dish is permitted after Resident consults with the Architectural and Landscape Committee and, thereafter, with the written permission of Management.

**Pets**

Residents will be allowed to keep a pet after approval of the pet and its registration with Management. A pet must be registered and a Pet Agreement executed by Resident with Management.

Only a small-to-medium size pet shall be allowed, the size of which is described in the Pet Agreement, i.e. ground-to-the-shoulder- 17 inches; maximum weight – 40 pounds

**Recreational & Community Facilities**

The recreational facilities provided by the Plantation Retirement Community are for the use and enjoyment of residents, including renters, and their guests. Unless the clubhouse is reserved for meetings of the Plantation Land Owner's Association, their standing and ad hoc committees, or other pre-scheduled events, these facilities are open to use by residents and their guests.

Smoking is prohibited at any time or for any event in the clubhouse or areas connected or adjacent to it.

The use of alcohol by residents and their guests is permitted in the clubhouse and adjacent areas. The use of glass-ware on or around the pool/patio area is strictly prohibited.

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**GUIDELINES AND COMMUNITY PROCEDURES FOR RESIDENTS**  
**EXHIBIT B Page 6**

Even though the Retirement Community is a private enterprise, the State of California laws regarding use of alcohol, including Drink in Public and Disturbing the Peace are enforceable.

Residents may reserve the clubhouse for a special occasion by scheduling and executing an "Agreement For Use of Recreation Hall facility" with Management. Specific details for such use, including a cleanup fee and hours of permissible use are contained in the agreement.

The use of alcoholic beverages is permitted at private dinners and private special events of residents and their guests. No sale of alcoholic beverages, however, is permitted at such a private event, in accordance with regulations of the State of California Alcohol Beverage Control Board.

NOTE: It is the policy of the Plantation Land Owner's Association not to rent the clubhouse and its related facilities to any persons or organizations other than Residents of the Plantation Community.

**Refuse Disposal**

The current vendor of solid waste disposal supplies containers for disposal purposes. Recycling is important and the suppliers furnish three containers, black/grey for trash, brown for yard clippings and other yard waste, and blue for recyclable materials. Residents must use the proper container and place the containers at the curb on the designated day for pick-up service in the Plantation. A fee for refuse collection is included in your monthly assessment.

**Utilities**

Each home site has an electric meter and a natural gas meter, both of which are read and billed monthly to the Resident by PG&E.

Telephone service may be ordered from AT & T

Cable television service may be ordered from Comcast.

# THE PLANTATION

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### GUIDELINES AND COMMUNITY PROCEDURES FOR RESIDENTS

#### EXHIBIT B Page 7

The sewage disposal system for the Plantation Community is designed to process a maximum water/waste disposal of 230 gallons per household per day. This is a water industry standard.

Water conservation is an important issue and an individual responsibility for all residents. The following are just a few of the suggestions for Resident to observe, in order to achieve water conservation:

- No fixtures in the home are leaking
- Water saver fixtures and appliances are used
- Dishwashers are full, as possible, when operated
- Clothes washers are full, as possible, when operated
- Conservative use of water for plants, lawns in the back yard

Management shall not be responsible for any interruption of utility services which is due to a cause beyond its control. However, Management will assist residents, in any way possible, when notified of a problem.

### **Vehicles and Parking**

Maximum speed limit for all vehicles within the community is **fifteen miles per hour**.

Parking of motor vehicles is permitted only in Resident's garage or on the apron of the garage driveway. All parking spaces at the club house and mail kiosks are for guest parking only, with the exception of live-in care givers, special written permission from the Board of Directors or Office Manager for temporary medical reasons, or designated properties with unsafe short apron parking. (Properties with unsafe short apron must park a minimum of one car in the garage. The parking space nearest the mail boxes at the entrance is reserved for mail pickup with a parking time limit of 5 minutes.

Resident with parking exceptions must obtain a parking permit from the Office Manager. This permit will be displayed in the lower right or left hand corner of the rear window facing outward.

**PLANTATION**  
**A Retirement Community**

**GUIDELINES AND COMMUNITY PROCEDURES FOR RESIDENTS**  
**EXHIBIT B Page 8**

No parking is permitted on streets and lots within the community. All streets within the Plantation Community are defined as emergency lanes and must not be blocked or obstructed.

Guest (Visitors), unless for the temporary unloading or loading of passengers or goods, are required to park their vehicles on the apron (driveway) of the Resident's garage or in a designated parking area. Designated parking areas are the parking lot adjacent to 416 Plantation Drive and at the Club House.

No parking is allowed in the parking spaces in front of the mail kiosk at the corner of Montgomery Drive and Memphis Drive, or in the parking spaces adjacent to the mail kiosk at the Plantation entrance. It is the responsibility of the Resident to inform their guest(s) of this requirement. Caregivers are not exempt and must park in the resident's garage apron or in a designated parking area.

Washing and maintenance of vehicles, either on the street or on the concrete apron of the garage is prohibited. A designated "car wash" area is located adjacent to 414 Plantation Drive in the Community.

Construction or service vehicles shall not block ingress and egress to the homes of residents. Whenever possible, such vehicles should use guest parking space areas.

Any vehicle left parked on the street overnight will be towed away and redemption of same shall be at the owner's expense. Uniform Fire Code # 207.

Temporary parking of RVs in the roadways of the Plantation Community or on the concrete apron of the garage is permitted, subject to the following restrictions and keeping in mind the need of appropriate clearance for any emergency service vehicles, including but not limited to fire apparatus:

- Park all RV's as close to the side of the road as possible
- Park all RV's at least 35 feet from any road intersection
- Do not park an RV within 20 feet of a fire hydrant
- Do not park RV's side-by-side on any roadway
- All RV parking in the roadways and on the concrete apron of the garage in the Plantation Community shall be temporary and shall not exceed 24 hours in duration.
- Do not park any RV in such a way as to obstruct any driveway or roadway.

# **PLANTATION**

## **A Retirement Community**

### **GUIDELINES AND COMMUNITY PROCEDURES FOR RESIDENTS**

#### **EXHIBIT B Page 9**

- All RV parking in the roadways of the Plantation Community shall be temporary and shall not exceed 24 hours in duration.
- Do not park any RV in such a way as to obstruct any driveway or roadway.

#### **Warranties by Resident**

If there is not presently a home located on the lot, or if Resident removes the home presently located on said lot and replaces it with another home, Resident acknowledges and agrees that certain representations have been made to Management.

These representations include the make, model, type, size, age and condition of the home which will occupy the lot, as well as the accessory equipment and structures which will be part of or installed with the home.

Resident warrants that all representations are true and accurate and that the home and all accessory equipment and structures conform to each and every requirement and specification of the PLOA, pertaining thereto.

Resident agrees that Management may inspect the home and all accessory equipment and structures prior to them being placed on the lot.

If Management determines that said representations are not true and accurate, Management may refuse to accept the home, the accessory equipment and structures. The inspection by management may be made at the time the home, accessory equipment and structures arrives at the Plantation.

Management shall not allow the home, accessory equipment and/or structures to come into the Plantation Community until each and every entity is inspected and approved. Resident further agrees not to substitute another home, accessory equipment and structures for those approved by Management.

#### **Yard Setbacks**

The location of a home on a vacant lot in the Plantation Community has been predetermined, in order to conform to Town Zoning regulations and the requirement of

**PLANTATION**  
**A Retirement Community**

**GUIDELINES AND COMMUNITY PROCEDURES FOR RESIDENTS**  
**EXHIBIT B Page 10**

the Use Permit. Specifications and details relating to this subject must be obtained from Management before plans are made to position the home on the lot

**Special Conditions**

Street numbers used to identify a manufactured home in the Plantation Community are assigned by Management and may not be changed in any way.

A resident who wishes to have his name displayed on the exterior front of the home shall use only lettering on a background frame, to match the color of the home or be of natural wood. The maximum size of such a sign shall be 60 square inches and shall be positioned in such a location as to conform to other signs, identifying Residents in homes of the Plantation Community.

**Home for Sale Signs**

A resident or his/her agent may post a "For Sale" sign in front of the manufactured home, facing the street. Such a sign shall not exceed 24" in height or 36" in width and be mounted not in excess of 42" from the ground.

**Garage Sales and Advertising**

No garage or moving sales are permitted within the confines of the Plantation Community.

A resident may advertise items for sale to other residents in the community by means of the community newsletter or the community bulletin board.

Any advertising of items for sale, using the Plantation as an address or a homeowner's address must first be cleared through Management.

Door-to-door selling and soliciting is prohibited within the confines of the Plantation Community.

# PLANTATION

## A Retirement Community

### RECREATIONAL FACILITIES & POOL/SPA AGREEMENT

#### EXHIBIT C Page 1

These rules and regulations have been prepared and adopted by the Plantation Land Owner's Association. They are intended and designed so that each resident in the Plantation Community receives the maximum benefit and enjoyment from the life style uniquely offered here.

The resident understands and agrees to comply with these rules and regulations and further understands that Management is employed by the Plantation Land Owner's Association to administer and enforce their provisions.

#### Conditions for Use of Swimming Pool/SPA & Attendant Areas

- These facilities are for the exclusive use of land owners/residents and their guests. Their use is at the resident(s) own risk.
- Hours for use of these facilities are posted. The facilities will be closed from time to time, due to seasonal constraints, repair and/or maintenance
- **No lifeguard is on duty! Never swim or use the SPA alone.**
- Residents using the pool/spa must wear appropriate swim wear.
- Resident is responsible to see that the entry gate to the pool and spa area is locked each time he/she enters or exits the pool/spa area.
- No guest may use the pool/spa and adjacent areas without the presence of the resident whose guest is using the facility.
- Smoking is not permitted in the pool and spa areas.
- The use of alcoholic beverages is allowed.
- No glassware or other breakable containers are allowed in the pool/spa and adjacent areas.
- The swimming pool is not heated. Depending on weather conditions, solar heating maintains pool temperatures at a comfortable level in late spring, summer, and early fall. Consistent with energy conservation, the spa heater will be turned off during the winter months. At any time, a resident may request the heater be turned on for his or her use.
- The pool and spa is available to all residents and their guests during posted hours. If a private party has reserved the club house and wishes to use the pool/spa, it is requested that residents consider the private party and cooperate with their use.
- Actions and behavior, in and around the pool/spa and adjacent areas which may be dangerous, create a health or safety hazard or which would disturb other Plantation residents are not permitted.

**PLANTATION**  
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**RECREATIONAL FACILITIES & POOL/SPA AGREEMENT**  
**EXHIBIT C Page 2**

**Swimming Pool/SPA and Recreational Facilities Release Covenant**

Land owner residents and rental home residents understand that nothing included herein shall be construed as a waiver by resident, resident's family, or resident's guest of any claims against any other user of the swimming pool/spa and adjacent recreational areas, or other common areas, including their guests for damages or injuries resulting from the use of the pool, spa, adjacent areas and facilities, recreational facilities, and other common areas.

Land owner residents and rental home residents agree to indemnify and hold harmless the Plantation Land Owner's Association, its management and the Plantation Retirement Community, both as a corporation and its members individually.

Land owner residents and rental home residents understand and fully appreciate the potential of danger of injuries and damages which occur with respect to the use and operation of a swimming pool, spa, adjacent areas and other facilities.

Land owner residents and rental home residents understand and appreciate the financial constraints why the Plantation Land Owner's Association does not provide supervision and/or life guards for the pool/spa and adjacent recreation areas. The cost of such supervision and life guards would require a significant increase in land owner's monthly assessment.

In consideration of the fact that land owner residents and rental home residents may use and enjoy the pool/spa and adjacent recreation areas, land owner residents and rental home residents hereby agrees to release, indemnify and hold harmless the Plantation Land Owner's Association, its representatives or agents, its management and the members of the Association from any and all claims of any kind, whether for damages, injuries or otherwise, resulting from the use of the pool/spa and the adjacent areas and facilities and other common areas by resident, resident's spouse or companion, rental home residents and their spouse or companion or other members of the residents family, or resident's guests.

Land Owner residents and rental home residents understand that nothing in this agreement will be construed as a waiver of claims on the negligence or willful acts of the Plantation Land Owner's Association, management, employees, agents and representatives.

**PLANTATION**  
**A Retirement Community**

**RECREATIONAL FACILITIES & POOL/SPA AGREEMENT**  
**EXHIBIT C Page 3**

This agreement is intended as a full and complete release as to any and all claims, resulting from the use of the swimming pool/spa, the adjacent areas or facilities, recreation facilities and other common areas, and owner residents and renter residents do hereby release the Plantation Land Owner's Association, its management, employees, agents and representatives from any and all claims in the future. Unless a term is defined in a different manner or the context in which a term is used indicates that a different meaning is intended, the definitions contained in the Plantation Land Owner's Association current Governing Documents and Residency Guidelines and Community Procedures shall apply to the terms in this agreement.

## **PLANTATION**

### **A Retirement Community**

#### **DESCRIPTION OF PHYSICAL IMPROVEMENTS WITHIN THE PLANTATION AND ASSOCIATION RESPONSIBILITY FOR THEIR MAINTENANCE**

##### **EXHIBIT D Page 1**

It is the responsibility of the Association and its management to provide and maintain in good condition and proper working order the physical improvements in the Common Areas, as well as those specific areas, appurtenant to the lots of land owners/residents in the Plantation Retirement Community.

The following are the physical improvements and their description which the Association will maintain on behalf of land owners/residents:

- Streets, streetlights, common areas, water distribution system and septic system will be maintained by Plantation management in a condition required for their proper utilization and in accordance with state and local health and zoning requirements.
- Landscape, including grass, trees, shrubs and flowers in all common areas; and the landscaping area adjoining the Little League Field from Buschmann to the entrance of the Community.
- Natural trees indigenous to the area, e.g. Pine and Oak, will be trimmed and maintained.
- Landscaping of front and side yards of residents will be watered and maintained.
- Recreation center and its equipment and furnishings, the swimming pool and spa and adjoining common areas will be maintained in accordance with state and local health and safety requirements.
- Guest parking in designated areas, available to guests of residents, will be maintained.

If a resident believes that management is not providing or maintaining adequately the physical improvements cited above, said resident may submit to management a written complaint.

Management will respond to the complaint within 5 working days from receiving the complaint. If the resident is not satisfied with management's response, he/she may appeal the response of decision to the PLOA Board of Directors.

Whenever there is a sudden or unforeseeable breakdown or deterioration of the aforesaid listed physical improvements, management shall have a reasonable time to repair such sudden or unforeseeable breakdown or deterioration and restore the improvements to

**PLANTATION**  
**A Retirement Community**

**DESCRIPTION OF PHYSICAL IMPROVEMENTS WITHIN THE PLANTATION AND  
ASSOCIATION RESPONSIBILITY FOR THEIR MAINTENANCE**

**EXHIBIT D Page 2**

working order and condition after management knows or should have known of the breakdown or deterioration. For purposes of the Plantation Retirement Community, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be; as soon as possible in a situation affecting health and safety of community residents, and shall not exceed 30 days in any other case where exigent circumstances justify a delay in repair or restoration of physical improvements.

NOTE: Any community facility or physical improvement which is "out of order" or which presents an imminent or present danger to health and safety of residents must be reported to management immediately.

**PLANTATION**  
**A Retirement Community**

**ARCHITECTURAL AND CONSTRUCTION STANDARDS**

**EXHIBIT E Page 1**

The Plantation has been developed and planned in accordance with a set of written criteria which relate to such things as the width of the streets, parking, minimum and maximum size of manufactured homes, colors that are permitted, landscaping and other architectural features of the manufactured homes and community. Both management and you, the community resident, must agree to observe these provisions. They are the regulations that ensure that the Plantation is constructed and will be maintained to the high standards that we all require. The architectural, landscape and construction standards are set forth below. Submitted plans should comply with the Fannie Mae MH Advantage lending program.

**Building Permits:** All building permits in the Plantation are issued by the California Department of Housing and Community Development (HCD). A copy of all HCD permit applications must be signed by the Property Manager, and a copy of the issued permit must be provided to PLOA management.

**Plot Plan:** Prior to placing a home in the Plantation, the homeowner and his/her contractor must submit to Management a plot plan which shall be approved by Management. Each plot plan shall show:

- A floor plan of the home, including doors, windows, kitchen, etc.
- Elevation views of each exterior wall and the roof.
- Plan drawn to scale of 1/8 inch equals 1 foot, showing exact placement of home on the lot.
- Measurements to lot lines and dimensions of all structures, e.g. sidewalks, adjacent homes, patios, patio covers, decks and garages, air conditioning units and any other additions or improvements to the lot.
- Property boundary markers must be shown.
- Type and size of all trees, shrubs, and flowers shall be located and identified.

**Type and Size:** All manufactured homes must be new, not less than 24 feet in width and not less than 48 feet in length.

No add on rooms, cabanas, screened porches or decks, pop-out rooms or extensions shall be placed on the lot or added to the home or garage which protrude beyond the exterior walls without the written approval of Management.

All homes shall have removable tongues and hitches, which shall be removed when the home is installed and set up.

All homes shall be the same bedroom count as the original home on the lot, and be placed in the same footprint of the original home.

**PLANTATION**  
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**ARCHITECTURAL AND CONSTRUCTION STANDARDS**

**EXHIBIT E Page 2**

**Exterior Walls and Windows of Manufactured Home:** All exterior walls shall be constructed of lumber not less than 2 inches by 6 inches in dimension and insulated to a minimum of R-11 insulation value. All exterior walls shall have wood siding or similar natural materials (such as "Cladwood", a re-manufactured wood product manufactured by Publisher's Forest Products) or a version of fiber cement board siding. Horizontal plank lap siding or vertical plank siding on the front street side shall be required on all surfaces of home facing the street.

The exterior walls of the home shall extend to a minimum of 11 inches, maximum 24 inches above the finish grade, according to plans and specifications on file in the Manager's Office. All windows shall be metal frame or vinyl frame windows with frame painted white. Mill finish colored window trim is not allowed.

Exterior walls must be painted with approved colors only. House colors must not be identical to the house on either side or the house directly across the street. House colors may be changed when repainting as long as the above criteria are met.

**Interior Walls:** All interior walls shall be constructed of lumber not less than 2 inches by 3 inches in dimension. For reasons of fire safety, interior walls shall be covered with a minimum of 1/2 inch or more sheetrock, taped, textured, and painted or wall-papered.

**Roofs:** All roofs for manufactured homes shall be pitched from the center ridge beam at a minimum ratio of 4 to 12 inches and shall have a minimum of 4 inch rear eaves, 12 inch front eaves and a minimum of 12 inch side eaves; gable overhang on front of home to be 16 inches. Exception to this requirement may be obtained from Management by submitting written evidence of just cause for said exemption. An exemption from these criteria, when allowed by Management, will be provided in writing. No oral exemption from these criteria shall be considered or allowed. Roof materials shall be architectural dimension composition shingles, fire rated Class A or equal, in colors approved by Management, 25 year minimum warranty. Attic area shall be insulated to a minimum rating of R-21.

**PLANTATION**  
**A Retirement Community**

**ARCHITECTURAL AND CONSTRUCTION STANDARDS**

**EXHIBIT E Page 3**

**Foundations:** All footings and foundations must pass State of California inspection, a copy of which shall be delivered to Management. All manufactured homes shall be set up pursuant to manufacturer's instructions and specifications with a minimum of 18 inch clearance from both "I" beams to the ground. All homes shall be recessed into the ground, with center footings set on concrete. No soft set foundations will be allowed. Under house drainage must comply with all State of California requirements.

**Garages:** It will be the responsibility of the homeowners or his/her contractor to install a two-car garage on his/her lot (minimum 20' x 20'). Garage roofs shall be the same pitch, color and materials as the manufactured home. Garages shall adjoin and/or abut the manufactured home and the garage shall have State of California approved fire walls. The exterior walls of the garages shall be wood or similar materials and shall match the pattern and color of the manufactured home siding. All garages shall have a minimum of 16 square feet of window area.

Construction of garages requires building permits and State of California inspections.

Prior to construction of garages, a homeowner's contractor shall deliver to Management an approved building permit from the State of California.

**Concrete:** Installation of concrete driveways/walkways and patios will be the responsibility of the homeowner and his/her contractor.

All concrete flatwork shall be a minimum of 3 and 1/2 inches in depth and not less than a five sack mix, with a three inch compacted base. Concrete pads are required for air conditioning units and/or state approved pre-manufactured pad. A minimum of three pipe sleeves, (one 3" inch PVC pipe sleeve, and two 2" PVC sleeves) must be installed under the concrete driveway, for irrigation lines, and have a minimum of 6 inches extending past each side of the driveway.

An 8 x 10 feet concrete slab for patio purposes will be constructed in the backyard. Additional concrete may be poured in the backyard for patio purposes only with written permission of Management and at homeowner's expense. Any permanent improvements around the manufactured home may be subject to removal at homeowner's expense for maintenance or repair of underground utilities. Concrete patios cannot block the natural drainage flow across the lot and must be no closer to lot lines than 5 feet.

Concrete walkways 3 feet wide shall be installed from the driveway to the front door of the home, if possible. Concrete sidewalk or stepping stones, connecting the back-yard to the driveway are approved, providing the material matches that of the driveway and will not interfere with existing landscape grade or plants. Sidewalks or stepping stones, connecting separate homes are not allowed.

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**ARCHITECTURAL AND CONSTRUCTION STANDARDS**

**EXHIBIT E Page 4**

**Air Conditioners, Antennas and Other Equipment:** All air conditioners must be concrete-pad, or state approved pre-manufactured pad mounted. There shall be no roof mounted or window-mounted units or window coolers. Air conditioners, water softeners, generators, solar panels (with acceptable roof load) or other equipment shall be placed in such a manner as to minimize noise and nuisance to the adjacent home sites. Roof and yard antennas are not allowed. Satellite dishes (36 inch maximum) are allowed providing the unit is roof-mounted and cannot be seen from the street.

**Storage Sheds:** Aluminum storage sheds are not allowed. New wooden or outdoor poly-type material storage sheds not larger than ten feet by ten feet are allowed, provided the exterior matches the exterior of the home and it is positioned at a rear portion of the garage/home and is not visible from the street.

**Decks:** All decks shall be constructed of 2 inch by 6 inch redwood or composite material and shall be weather proofed annually. Screened decks and patios are permitted, provided plans are approved by the Landscape and Architecture Committee and appropriate building permits are obtained.

**Steps and Porches:** All entrances to the home must have permanent steps made of concrete or masonry materials, and railings are required for all entrances in excess of 30 inches in height.

Concrete or masonry replacement of the manufactured home's front landing is approved, provided the new step does not exceed 36 inches from the front stoop, matches the current width of the home landing and is the same finish as the driveway/walkway.

No wooden steps are allowed.

**PLANTATION**  
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**ARCHITECTURAL AND CONSTRUCTION STANDARDS**

**EXHIBIT E Page 5**

**Awnings, Sun Shades, Privacy Screens and Fences:** Metal awnings for patios are not allowed. Window awnings of any material are not permitted. Any wood patio awnings shall be new, the gutters and fascia trimmed and painted to match the exterior of the manufactured home. Plastic, cloth or bamboo screens and shades are not permitted to be attached to the home or to be free-standing. They may be attached to a patio wood awning provided they cannot be seen from the street and are retracted when not in use.

As an alternative for window awnings, sunscreens in silver, gray, bronze or gold with a white metal frame are allowed.

Black vinyl coated, chain link fences, 48 inches high, must be installed along property lines. Maintenance of lot fencing shall be the responsibility of the homeowner. No other type of fencing is permitted, except existing fencing along the perimeter of the community. No fencing shall be allowed between street and front of home or street and side of home.

**Utility Connections:** It will be the responsibility of the homeowner and his/her contractor to extend all utilities from the existing stubbed-out utilities behind the curb or rear yard in an underground trench, according to plans and specifications. All trenching, back fill and utility connections must have State of California and Management's inspection and approval: a copy of that approval shall be delivered to Management.

Utility extensions shall include water, sewer, electric (which shall be a 2 inch plastic conduit), gas and cable TV (which shall be a 3.4 inch plastic conduit). The electric trench shall have a minimum cover of 30 inches below finish grade.

Sewer service shall be extended in an underground trench from the sewer service lateral at the front of the lot to the appropriate connection at the home. Water service shall be a minimum 18 inches deep from rear of lot with approved meter and valve.

All trenches shall be backfilled with sand material to a minimum depth of 12 inches over conduit, after which back-filling shall continue to finish grade with excavated dirt which shall be compacted.

**PLANTATION**  
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**ARCHITECTURAL AND CONSTRUCTION STANDARDS**

**EXHIBIT E Page 6**

**Gardening and Drainage:** All lots have been rough graded, only. It is the responsibility of the homeowner or his/her contractor to set foundation in a minimum 8 inch cut. Drainage must comply with State of California requirements. Where practical, patio should have a 1 inch drain pipe through concrete footing at lowest area.

A moisture barrier of 6 mil plastic must be installed over the ground. Adequate ventilation (1sq. ft. per 150 ft. of floor area) shall be provided by approved venting of foundation. In no case, is pooling of water acceptable under the home. While Management recognizes that some moisture might be present, it is the responsibility of the homeowner that the following provisions be taken to minimize that moisture:

- All lots must be finish graded so that drainage is directed away from the home and toward the street, or in the case of some home sites, towards the drainage structure or open area provided in accordance with the general drainage patterns of the construction plans described as The Plantation Grading and Drainage Plans.
- Rain gutters and downspouts are required. Gutter must be minimum 5 inches deep with 2 inch by 3 inch downspouts and they should direct water away from the home to the street by use of drain pipe. Care should be taken so that drip irrigation emitters are not too close or left on too long in the area adjoining home foundation. The Association will not be responsible for any drainage problem encountered by the homeowner for any subsequent re-leveling or adjustment required to the manufactured home.

**Landscaping:** All front yard (and side yard on corner lots) landscaping and irrigation plans must be approved by Management prior to installation and must conform to community theme. The full front yard area from the curb to the face of the home and side yard fences must be planted in living green landscaping. Minimal shredded bark, gravel or artificial ground cover will be permitted. No rock will be permitted except as accent piece or retaining walls in the creative design of the landscape area. Any use of rock is subject to prior management approval. Low growing ground covers are acceptable. Seeded lawns are not allowed. Sod shall be provided by Zamora Farms or equal. All front yard landscaping and irrigation shall be completed within 60 calendar days after the homeowner takes occupancy of the manufactured home.

**PLANTATION**  
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**ARCHITECTURAL AND CONSTRUCTION STANDARDS**

**EXHIBIT E Page 7**

Side and rear yard landscaping material and design may be of homeowner's own selection. Homeowner will be required to landscape rear yard within 90 days of occupancy.

Front yard (and side yard on corner lots) landscaping will be maintained by Management. Homeowner will maintain rear and side yard lawn, trees, flowers, and shrubs in an attractive, safe, weed-free condition at all times. Removal/trimming of native trees (pines, oak, etc) in the community is the sole responsibility of Management.

All improvements made by Resident to a leased lot, including landscaping (but specifically excluding the manufactured home) shall become at once a part of the realty and belong to the Land Owner, provided, however, that Resident may remove any and all of said improvements with the consent of the Land Owner, so long as such is done at Resident's expense and any damage caused by said removal is repaired. All said improvements made by Resident shall be maintained and repaired throughout residency by Resident as his/her own expense.

Management will replace a tree, shrub, bush, groundcover, grass, or replacement of a living plant by a different type of plant if allowed by a resident, if, in the judgment of the Landscape and Architecture Committee, the new addition is deemed well-suited to the area, will not detract from the overall appearance of the community, will not grow to obstructive heights and is the best pest resistant. The party requesting the addition must bear the cost of the new plant, planting of same and removal/disposal of the displaced plant(s).

The Landscape and Architecture Committee (for the replacement and/or addition) will determine need in terms of aesthetics, health and comfort factors, determine impact on neighbors, the overall appearance of the Plantation, safety factors; and determine the costs and the responsible parties for the changes.

Cans and pails cannot be used for flower pots. Artificial flowers will be permitted, if changed seasonally and kept in good condition.

Yard decorations such as fans, ceramics, artificial animals or artifacts are prohibited in front yards.

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**ARCHITECTURAL AND CONSTRUCTION STANDARDS**

**EXHIBIT E Page 8**

**Contractors:** All work shall be performed by contractors, licensed, bonded and insured in the State of California. The Plantation shall not be responsible for any repair or maintenance to improvements, installed by homeowner and his/her contractor, including poor drainage, cracked or raised concrete, plants, trees, or lawn failure.

Any work or improvements which are not done in conformity with these architectural and construction standards shall be removed and redone properly at homeowner's expense.

All work must be completed within 90 days after the home is brought into the community.

**Fees and Bonds:** The following fees are the responsibility of the homeowner and his/her contractor and shall be paid at the time the home is installed in the community: sewer connection fees, if any; Paradise Unified School District tax, if any, Buschmann Road Improvement fee; and all other hook-up or installation fees, imposed by the Town of Paradise, County of Butte, or utility companies. All town, county, and State of California fees to install and set-up the home are to be paid by the homeowner.

Any prospective homeowner wishing to purchase a manufactured home and garage which are not presently set-up, constructed and landscaped in the community, prior to moving a home into the Plantation must do one of the following:

- Provide management with escrow instructions that indicate homeowner has instructed escrow agent handling the purchase of the manufactured home to hold \$25,000 in escrow until all architectural and construction standards (including landscape standards) have been met, inspected and approved by a licensed engineer who is approved by management, OR
- Obtain a surety bond with the Plantation named as beneficiary to guarantee all work and manufactured home requirements will be performed within 90 days of moving the home into the community. The amount of this bond shall not be less than \$25,000 and shall provide, if the required work has not been completed within 90 days, that the Plantation will perform the work and be paid thereafter by the bonding company.

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A Retirement Community**

**ARCHITECTURAL AND CONSTRUCTION STANDARDS**

**EXHIBIT E Page 9**

**Approvals:** All requests for approvals, proposals and/or changes must be submitted to the resident manager in writing, including necessary drawings, descriptions and reasons for the request. The request will be forwarded to the proper committee for action. No work can begin without written authorization from the Architectural/Landscape Committee, the Manager or the Board of Directors .

**PLANTATION**  
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**PRIVATE USE OF CLUBHOUSE**  
**EXHIBIT F Page 1**

Every land owner automatically is a member of the Plantation Land Owners Association (PLOA). Such membership is appurtenant to the lot owned. By virtue of that fact, the common area and all improvements, such as the Club House, are owned by the Association for the common use and enjoyment of all its members/residents. Additionally, all Club House equipment, whether purchased with Association funds, donated, or purchased by such means as raffles, Social Committee activities or other fund-raising activities are the property of the Association and, accordingly, may be used by residents at the Club House. With prior approval of the Office Manager, equipment, such as chairs, may be used by residents within the community.

All residents, whether land owners or renters, are entitled to the full use and enjoyment of the Plantation Club House and all its attendant facilities and equipment.

NOTE: The general and private use of the Plantation Club House and its facilities shall be restricted to use by residents (land owners and renters), and their guests only.

**CATEGORIES OF CLUB HOUSE USE**

**General Use** of the Club House, e.g. reading, small meetings, games, watching television, playing pool, shuffle board, and other similar activities.

**Scheduled activities, e.g.** Meetings of the PLOA and PLOA Board of Directors, PLOA Social Committee, bingo, catered dinners, breakfasts, pot lucks, barbecues, and other similar activities.

**Private use** of the club house, e.g. birthday dinners, anniversary parties, Halloween parties, or any other function sponsored by a land owner/resident.

**Public use** of the Club House, e.g. non Plantation activities with one or more Plantation residents as a member. Plantation resident(s) must be in attendance at all times.

**NOTES:** (1) Scheduled activities have priority over all other use categories of the Club House.

(2) A Public Event is defined as an organization or group whose activities are not originated or sponsored by the Plantation but have one or more Plantation residents as members. Such functions may be sororities, church groups, established social and fraternal groups, etc. Plantation sponsorship will be determined by the Social Committee.

**PLANTATION**  
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**PRIVATE USE OF CLUBHOUSE**  
**EXHIBIT F Page 2**

A Public event does not have schedule priority over Plantation events and may be removed from the Club House schedule when a Plantation event is scheduled 14 days prior to the event and in conflict with the Public event.

**CONDITIONS FOR PRIVATE USE OF THE CLUB HOUSE**

1. Any resident who wishes to use the Club House for a private function shall make arrangements with the Office Manager at least two weeks prior to the date requested.
2. There is no charge to a resident to use the Club House and its facilities.
3. Resident sponsoring the private function shall be present for the entire period the private function is scheduled.
4. Resident, when submitting the agreement to the Office Manager for review, shall submit a \$250 refundable deposit. Said deposit will be held by the Office Manager until after use of the facility and shall be refunded to resident only after inspection by the Office Manager and to ascertain that no damage has occurred to the facility or any of its equipment.
5. Residents using the facility *for private use and scheduled activities* shall have access to and use the following:

**Great Room:** tables, folding chairs, chairs, sofas, TV set, P.A. system, (*with special permission*), pool table.

**Kitchen:** sink, refrigerator, stove, microwave, coffeepot, flatware, glasses and dishes.

**Pool and Pool Area:** Pool, spa and barbecues, horse shoes, and shuffleboard.

**NOTE:** Those attending the private functions may use the swimming pool and spa, but such use is not restrictive, i.e. other **Plantation** residents shall not be excluded from their use, during the private function.

**Rest Rooms:** Men and women's rest rooms. These shall be cleaned after use and will be a part of the inspection after private use.

**PLANTATION**  
**A Retirement Community**

**PRIVATE USE OF CLUBHOUSE**  
**EXHIBIT F Page 3**

**PROCEDURE FOR RESERVING CLUBHOUSE**

- Any resident who wishes to use the Club House for a public function shall make arrangements with the Office Manager at least two weeks prior to the date requested.
- There is no charge to the organization to use the Club House and its facilities.
- Resident sponsoring the private function shall be present for the entire period the public function is scheduled.
- Resident, when submitting the agreement to the Office Manager for review, shall submit a \$250.00 refundable deposit. Said deposit will be held by the Office Manager until after use of the facility and shall be refunded to resident only after inspection by the Office Manager to determine whether the facility is clean and to ascertain that no damage has occurred to the facility or any of its equipment.
- Resident using the facility for a public function shall have access to and use of the following only:

Great Room: tables, folding chairs, chairs, sofas.

Kitchen: sink, refrigerator, stove, microwave, and coffee pot.

Rest Rooms: Men and Women's rest rooms. These shall be cleaned after use and will be a part of the inspection after public use.

- Resident using the facility for a public function shall **not** have access to the following:

Paper and plastic products

Coffee, sugar, creamer

Liquor

Food or drinks in the refrigerator

Boxed decorations that are used for special and seasonal scheduled events.

**PLANTATION**  
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**PRIVATE USE OF CLUBHOUSE**  
**EXHIBIT F Page 4**

The following restrictions are applicable to all users; general use, scheduled, private, and public:

Occupancy limit is 75 people, due to parking and fire code restrictions. No parking on the street is permitted.

Actions and behavior which may be dangerous, create a health and safety hazard or which would disturb other **Plantation** residents are not permitted.

The use of alcoholic beverages is allowed, but not their sale.

Smoking is not permitted in the Club House or in the swimming pool/spa areas and barbecue area. Smoking, however, is permitted outside the Club House and swimming pool/spa areas. Cigarette butts, however, must be disposed in a safe manner...not discarded on the sidewalk or street.

Private *and* public use of the facility(s) shall end by 10:00 P.M. The sponsor(s) of a function is responsible for cleanup which shall be completed by 10:00 A.M. on the morning following the function.

**PLANTATION**  
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**PRIVATE USE OF CLUBHOUSE**  
**EXHIBIT F Page 5**

**SPECIAL RULES FOR PRIVATE PARTIES**

- Clubhouse capacity, 75 people
- No glass in pool area
- Clubhouse, pool and horseshoe area open to other residents during a private party. There will be a sign on the clubhouse doors notifying residents of a private party in process so they can use their judgment whether to use the facilities or not.
- Alcohol permitted if in plastic or cans
- Furnish your own tablecloths and foodstuffs. All paper and disposable items must be furnished by resident. Dishes, flatware and containers may be used, and then washed and returned to the cupboard.
- No smoking on premises
- Use of horseshoes permitted
- May use barbecues with advanced request
- When clubhouse is reserved, the use of all areas is included.
- When arriving, heat or air conditioning may be turned on by rotating the timer dial clockwise to the number of hours the clubhouse will be used. The dial is located above the thermostat in the great room.
- Turn off all lights and fans and lock all doors when leaving
- Close umbrellas at the pool and fasten
- Adult supervision at all times and in all areas
- No running
- No diving – individual will be asked to leave immediately if this rule is violated.
- Resident assumes all responsibility for premises, as well as guests.
- Restrooms in the cabana must be used by those using the pool and spa. Clubhouse restrooms will not be used.
- Actions and behavior that are disturbing, offensive, or dangerous are not permitted.
- Party/gathering must end by 10:00 PM
- No unsupervised children in pool or spa

If the Club House and adjacent areas are found to be clean and there is no damage, Manager shall refund the \$250.00 deposit. If the facility(s) is found not to be clean the Office Manager will call a cleaning service. Cost of cleaning will be deducted from the \$250.00 deposit.

# **PLANTATION**

## **A Retirement Community**

### **Procedures to Enforce Provisions of the Governing Documents**

#### **EXHIBIT G Page 1**

The Board of Directors has broad and discretionary authority to enforce the governing documents of the Plantation Land Owner's Association.

Definition: "Governing Documents" means the declaration (CC&R's) and other documents such as bylaws, operating rules of the association, articles of incorporation, or articles of association which govern the operation of the common interest development, or association.

Step I: A notice of a violation of the governing documents is presented *in writing* to the Office Manager or Property Manager by the person who has observed the violation-

An association member/resident  
Committee members  
Office Manager  
Property Manager  
Board Member

No later than 10 days after the Office Manager or Board Member receives the notice of violation, the provisions of Step II are initiated.

Step II. Either the Office Manager or a member of the Board of Directors, depending on the nature of the violation, sends to the owner/resident by U.S. Mail a letter in which the nature of the violation is described, and requesting that the violation be corrected or remedied within 10 days from the date of the letter. A copy of the section of the governing documents, which are in violation, is included in the letter.

If the violation of the governing document(s) is not corrected within 10 days of the date of the notice letter, the provisions of Step III are initiated

Step III. The accused owner/resident shall be given notice of Hearing and the intention of the Board to impose a suspension of membership rights, monetary fine, or both, with respect to the alleged violation. The Hearing will be scheduled no later than 10 days from the date of the notice.

## **PLANTATION**

### **A Retirement Community**

#### **Procedures to Enforce Provisions of the Governing Documents**

#### **EXHIBIT G Page 2**

Step IV. Hearing. At the hearing, the owner/resident may present information relevant to the question of alleged noncompliance. After considering all information, the Board shall determine whether or not the suspension, monetary fine or both shall be levied.

Step V. Results of the Hearing, which may include membership suspension and/or fines, will be documented and forwarded to the resident/owner within 5 days of the Hearing.

The Board of Directors, by majority vote, has established the monetary fine and suspension criteria as follows:

Monetary Fine: 20.00 per day from date of documented hearing results until the violation is corrected

Membership Suspension: Suspension will remain in effect until violation is corrected.

Note: The above provisions also apply to Plantation land owners who have leased/rented their property to others. The landlord is directly responsible for their tenant's compliance with the Plantation Governing Documents

The Board of Directors, at its option, may pursue all legal and equitable remedies available, including mediation, to correct the violation.

## **PLANTATION**

### **A Retirement Community**

#### **PET AGREEMENT**

The Plantation Association allows land owner/resident to maintain one (1) pet at their residence.

An exception to this rule will be made, if, on purchase, lease, or rent of a home in the Plantation, resident possesses two pets, which meet the basic requirements, and an agreement is completed for each pet. Resident, however, understands and agrees herewith that upon the death of one of the pets, that pet shall not be replaced, and the one-per-resident rule is in effect.

The following are conditions which shall be met in keeping a pet:

- Management shall approve a new or replacement pet. Size of dogs shall be limited to 40 pounds maximum weight, and 17 inches from shoulder to ground, maximum height.
- Pet shall not: be a threat to persons or property, a nuisance, cause offensive noise, be a health hazard, defecate on the grounds, common areas, walks, parking areas, landscaping or gardens. **Note: Barking which is offensive and annoying to neighbors will not be tolerated.**
- Pets shall be immunized and licensed, according to the requirements of the Town of Paradise.
- **All pets must be spayed or neutered before entering the plantation. No Exceptions!**
- Resident represents that the pet has no history of causing physical harm to persons or property, such as biting, scratching, chewing and further represents that the pet has no vicious history or tendencies.
- The pet, at no time and under any circumstances, shall hinder or annoy a resident or a resident's property.
- Resident shall keep the pet inside the home at all times. Exception: Resident shall supervise the pet at all times while outdoors and shall keep the pet under control while on resident's lot. The pet must be leashed while in any area of the Plantation community.

**PLANTATION**  
**A Retirement Community**

**PET AGREEMENT**

- Resident shall not construct any cages or dog runs on their lot.
- Resident shall retrieve, wrap and place in the trash daily any pet droppings on resident's lot. Resident shall pick up, wrap and place immediately in the trash any droppings in any other area of the Plantation.

**PLANTATION**  
**A Retirement Community**

**INSTRUCTIONS FOR THE “DOOR KING” GATE ENTRY SYSTEM**

The Plantation is equipped with a “Door King” telephone gate entry system. Instructions for operating this gate system are detailed below:

- Your telephone number has been programmed into the system memory, which allows entry into the Plantation when the gates are closed.
- All Plantation residents’ names are entered into the system data base. When a visitor needs entrance, the visitor scrolls to your name and presses the call button. The entry system will dial your telephone and you will be able to converse with the visitor at the main gate. Both visitor and resident must stay on the phone until the gate opens.
- When speaking to your visitor, speak into your telephone in a normal voice.
- If you wish the visitor to enter, simply press the 9 key on your telephone.
- The entry system allows about one minute of speaking time before it automatically hangs up. A short beep will be heard 10 seconds before the system “hangs up”.
- If you are speaking on the telephone when a visitor attempts to call you from the entry system, the visitor will receive a busy signal. You should be brief, therefore, with telephone conversations when expecting visitors. You may also eliminate this problem if your telephone system has the “call waiting” feature.
- **Warning!** The system may not function with a cellular telephone.

**PLANTATION**  
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**ACKNOWLEDGMENT AND RECEIPT FOR INSTRUCTIONS OF  
"DOOR KING" GATE ENTRY SYSTEM**

I/we have received a copy of the instructions for the Door King gate entry system and  
I/we have received instructions as to the use of my/our Personal Identification Number  
(PIN)

Name of Resident \_\_\_\_\_

Name of Resident \_\_\_\_\_

Telephone Number \_\_\_\_\_

PIN Number \_\_\_\_\_

Date \_\_\_\_\_

Resident Signature \_\_\_\_\_

Resident Signature \_\_\_\_\_

Resident Signature \_\_\_\_\_

**PLANTATION**  
**A Retirement Community**

**PROCEDURE FOR STARTING MAIL SERVICE**

To commence mail delivery and receive associated services by the Post Office, a new Plantation resident needs to call the Paradise Post Office at 872-7001, explaining that they are a new resident in the Plantation, Paradise Retirement Community, residing at

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Address in Plantation.

The new resident needs to advise the Post Office to make arrangements for the keys to their mailbox to be delivered.