

**“If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. 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.”**

**If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates State and Federal Fair Housing Laws and is void. Any person holding an interest in this property may request that the County Recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.**

Recorder Recording Office Mail To:  
HERBERT J. STRICKWIN  
Attorney at Law  
9300 Wilshire Blvd., Suite 300  
Beverly Hills, Calif. 90212

Recorded 3/24/70  
② ~~Filed~~  
@ 3:10 PM.  
BK PG. 98

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

for

MAMMOTH FIRESIDE CONDOMINIUM NO. 1  
a Condominium Project  
Mono County, California

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_,  
1970, by HARRY L. McKEE, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property  
located in the County of Mono, State of California, and more  
particularly described as follows:

and,

WHEREAS, it is the intention of Declarant to subdivide said  
real property described above into condominium estates, pursuant  
to the provisions of Title 6, Part 4, Division Second, of the Civil  
Code of the State of California, by means of a deed in the form  
attached and marked Exhibit "A", and to impose thereon mutually  
beneficial restrictions under a general plan or scheme of improve-  
ment for the benefit of all the condominium estates created; and

WHEREAS, there has been or will be filed a plan pursuant to  
Section 1351 of the Civil Code of the State of California in Book  
\_\_\_\_\_, Pages \_\_\_\_\_ of Maps in the Office of the County  
Recorder of Mono County, California, which plan includes (i) a  
description or survey map of the surface of the land included within  
the project, (ii) diagrammatic floor plans of the building or  
buildings built or to be built thereon in sufficient detail to  
identify each unit, its relative location and approximate dimensions,  
and (iii) a certificate consenting to the recordation of such plan  
as required by said section, signed and acknowledged by the record  
owner of such property and all record holders of security interest  
therein, which plan is hereinafter referred to as "1351 Plan" and  
is incorporated herein and made a part hereof as though fully set  
forth herein. A document entitled "Plan for Condominium Project"  
relating to the condominium project, the subject hereof, is also  
recorded in Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, both  
inclusive, of Official Records of the County Recorder of Mono County,  
California.

① 1970  
② Lot A

900

NOW, THEREFORE, Declarant hereby declares that the aforesaid real property is held, and shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied and improved subject to the following limitations, restrictions, covenants, and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of condominium estates within the aforesaid real property, and are established and agreed upon for the purpose of enhancing and perfecting the value and attractiveness of said tract, and every part thereof. All of the remedies, covenants, restrictions and conditions shall run with the land, and each estate therein, and shall be binding upon all parties having or acquiring any right, title or interest in the aforesaid real property, or any part thereof, and shall be for the benefit of each owner of any portion of the aforesaid real property, or any interest therein and shall inure to the benefit of and be binding upon each successor in interest of the owner thereof.

1. Definitions. As used herein, and unless the context otherwise requires, the following terms shall mean:

1.1 - "Condominium" is an estate in real property consisting of an undivided interest in common in that portion of the real property made the subject of this declaration and which portion is herein defined or designated as common areas, together with a separate interest in space in one of the buildings on such real property, together with such other separate interests in other portions of said real property as are granted by declarant, with such interest in common areas and such interest in space being granted by the deed in the form attached. Such estate shall be an estate of inheritance or perpetual estate.

1.2 - "Unit" means the elements of a condominium which are not owned in common with the owner of other condominiums in the project.

1.3 - "Common Areas" means the entire project, including any portion thereof reserved by easement for the exclusive use of an owner, but excepting all units therein granted or reserved.

1.4 - "Owner" means the record owner, or owners of a condominium in said project including Declarant as long as any condominium in the project remains unsold.

1.5 - "project" means the entire parcel of real property divided, or to be divided, into condominiums, including all structures and improvements thereon.

1.6 - "Board of Governors" is the management body of the association of owners.

1.7 - "Board" means the Board of Governors.

1.8 - "Mortgage" means a deed of trust or mortgage of all or any part of the project.

1.9 - "Mortgagee" means the beneficiary under a deed of trust to or a holder of a mortgage of all or any part of the project.

1.10 - "Owners' Association" means an unincorporated association consisting of all owners of condominiums in the project, including Declarant, as long as any condominiums remain unsold.

2. Boundary Lines of Space in a Unit. The boundaries of the space in each Unit granted are the unfinished interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and exposed beams abutting thereto, and the Unit includes both the portions of the building so described and the air space so encompassed. The following are not part of said Unit: bearing walls, columns, floors, roofs, foundations, reservoirs, tanks, pumps, and other central services, pipes, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, except the outlets thereof when located within the Unit. In interpreting deeds and plans, the existing physical boundaries of the Unit, or of a Unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries, rather than the metes and bounds expressed in the deed or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

3. Common Areas. The Common Areas are to be owned by all the Owners as tenants in common. The Owners of Units described and shown on the map of the project (hereinabove referred to as the "1351 Plan") and bearing a designation of Units Number 1 to 31, inclusive, shall each own an undivided fractional interest in the Common Areas, as shown on Exhibit "D" attached hereto and by reference made a part hereof.

3.1 Recreational Area. Each deed, in addition to conveying a condominium, shall also convey a one-eightieth (1/80) undivided interest in a parcel of real property, the legal description of which is attached hereto, marked Exhibit "B", and by this reference made a part hereof as if fully set forth herein. Said parcel is hereafter referred to as "Recreational Area." The Recreational Area has been developed for the combined use of each owner of a condominium in Mammoth Fireside Condominium No. 1 and of each owner of a condominium in another condominium project proposed for the future to be called Mammoth Fireside Condominium No. 2 and which Developer proposes to subdivide, develop and build on adjoining property (a legal description of said adjoining property is attached hereto, marked Exhibit "C" and by this reference made a part hereof as if fully set forth herein).

3.1(1) - Should declarant fail to make the first conveyance of a condominium in Mammoth Fireside Condominium No. 2 prior to February 1, 1973, then he will at that time forthwith cause to be conveyed to each owner of a condominium in Mammoth Fireside Condominium No. 1 a further undivided 49/240th fractional interest in said recreational area so as to result in each then owner of a condominium in Mammoth Fireside Condominium No. 1 having a total one/thirty-first (1/31st) undivided interest in the recreational area.

3.1 (2) Joint Maintenance of Recreational Area. The duly elected and acting chairman and treasurer shall, along with the duly elected and acting chairman and treasurer of that certain adjacent Condominium Project to be built in the future, and to be known as Mammoth Fireside Condominium No. 2, constitute a Coordinating Committee which shall meet from time to time as required, and whose function shall be to coordinate the activities of the Board of Governors of the two Projects, insofar as the management of the Recreational Area is concerned. Such Committee shall have such powers as may be delegated to it by the Board of Governors of each Project, and, notwithstanding anything to the contrary set forth in this Declaration, shall include, but not be limited to, the power to receive and expend a portion of the monthly maintenance collections from the treasurer of each Project, for the maintenance of the Recreational Area as hereinafter provided, but subject to prior approval of such expenditures by the Board of Governors of both Projects. It is the intention of this paragraph that, upon recordation of the Declaration of Covenants, Conditions and Restrictions for the Mammoth Fireside Condominium No. 2, containing substantially the same provisions as this paragraph, and upon election of the first officers for Mammoth Fireside Condominium No. 2, the Coordinating Committee shall receive from the treasurer of each Project that portion of the maintenance assessment collections each month which shall be reasonably required for the maintenance of the Recreational Area, and to deposit the same in a trust account, and to pay therefrom the maintenance expense therefor. The amount of the respective payments from the treasurer of the two Projects to the Coordinating Committee shall be determined on the basis of a budget prepared each year by the Coordinating Committee for the total maintenance of said Recreational Area, a copy of which shall be provided to each treasurer. The payments to the Coordinating Committee shall in all cases be equal in amount, as between the two Projects. The powers hereby conferred on the Coordinating Committee may not be reduced or nullified without the unanimous written consent of all Owners of interests in this Project and in the said Mammoth Fireside Condominium No. 2 following the development and subdivision of same.

Until said Condominium known as Mammoth Fireside Condominium No. 2 is subdivided and developed, the Owners of Mammoth Fireside Condominium No. 1 will be responsible for the entire expense of maintaining the Recreational Area.

4. Partition An action may be brought by one or more of the persons owning condominiums for partition of the Project by sale of the entire Project, as if the Owners of all of the condominiums in this project were tenants in common in the entire project in the same proportion as their interest in the Common Areas, provided, however, that a partition shall be made only upon the showing that:

98d

4.1 - Three (3) years after damage or destruction to the project which renders a material part thereof unfit for its use prior thereto, the project has not been rebuilt or repaired substantially to its state prior to its damage or destruction; or

4.2 - Three-fourths (3/4) or more of the project has been destroyed or substantially damaged, and Condominium Owners holding in aggregate more than a fifty percent (50%) interest in the Common Areas are opposed to repair or restoration of the property; or

4.3 - The project has been in existence in excess of fifty (50) years, is obsolete and uneconomic, and Condominium Owners holding in aggregate more than a fifty percent (50%) interest in the Common Areas are opposed to the repair or restoration of the project; or

4.4 - The conditions for such partition set forth in this declaration have been met.

5. Management. The Project shall be managed by a Board of Governors composed of five (5) of the record owners of condominiums in the Project. The Board of Governors shall be elected by vote of the general membership of the Owner's Association at the organization meeting of Owners, and at each annual meeting of Owners thereafter. The powers and duties of the Owners' Association, as distinguished from those of the Board of Governors, other than those expressly set forth in this paragraph, are set forth in paragraph 5.4 hereof. The organization meeting shall be held at a time and place to be designated by Declarant, following consummation of sales escrows or at least a majority of the condominiums, and in no event later than one (1) year after the close of the first sales escrow of a condominium in said Project. The time and place of each annual meeting of the Owners' Association shall be determined by vote of the members at the organization meeting. Special meetings of the Owners' Association may be called as provided in paragraph 5.2(2) for special meetings of the Board of Governors. At all meetings of the Owners' Association, seventeen (17) votes shall constitute a quorum. At all meetings of the Owners' Association, each condominium shall

be entitled to one vote. Every owner entitled to vote at any election of the Board of Governors may cumulate his vote and give one candidate a number of votes equal to the number of Governors to be elected, multiplied by the number of votes to which his condominium or condominiums are entitled, or may distribute his vote on the same principle among as many candidates as he desires. Where a condominium is held of record by two or more persons jointly or as tenants in common or as a partnership, or otherwise, said Owners shall designate by written notice addressed to and filed with the Board the person from among their number who shall vote for the Condominium at all meetings of the Owners' Association. Such designation shall be revocable at any time by written notice filed with the Board of Governors signed by at least a majority of the record owners for the condominiums concerned. The rights of a record owner of any condominium and such powers of designation and revocation may be exercised by the guardian of the record owner's estate or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of any record owner's estate, by his executor or administrator where the latter's interest in said property is subject to administration in his estate. Where no designation is made, or where a designation has been made, the member representing a condominium owned by two or more persons shall be the group composed of all the record owners, who shall act as such member only by majority vote of such record owners. The Mortgagee under any Mortgage of the interest of an Owner in a condominium to whom such Owner's voting power has been transferred or to whom such Owner has granted a proxy shall have the right and option either to serve as a member of the Owners' Association, and to exercise the vote of the Owner as a member thereof, or to designate a person to serve as a member of the Owners' Association, in which event such person shall have the right to exercise the vote of such Owner, all in the place and stead of the actual Owner, but only during such times as such Mortgagee has the right to exercise such Owner's voting power pursuant to the provisions of paragraph 8 (Mortgage Protection) hereof. Except as provided above, and in paragraph 8 (Mortgage Protection) hereof, the rights and powers of the record owner of a condominium must be exercised by such Owner, and no proxy or power of attorney shall be recognized for such purpose.

5.1 - Authority of Board of Governors - The Board, for the benefit of the condominiums and the owners thereof, shall enforce the provisions hereof and shall have the following powers:

5.1(1) - To conduct, manage and control the affairs of the Project, and to make such rules and regulations therefor not inconsistent with law or this declaration as they may deem in the best interest of the Condominium Owners.

5.1(2) - To appoint an agent or manager for said Project, and to delegate such of its powers to such agent or manager as may be required for its proper functioning, provided, however, that an agent or manager be selected prior to the first annual meeting of the Owners' Association, after initial organization meeting, shall be



employed to manage only until the first annual election, at which time the continuance of the same or the selection of another agent or manager shall be determined by majority vote.

5.1(3) - To contract and pay for out of the maintenance fund hereinafter provided the following:

5.1(3)-1 - Water, sewer, garbage, electrical, telephone, gas and other necessary utilities service for the Common Areas and (if not separately metered or charged) for the individual Units; and maintenance, gardening and snow removal for the Common Areas;

5.1(3)-2 - Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

5.1(3)-3 - Compensation for the agent or manager of said project, and for other workmen and personnel as may be employed by the Board of Governors;

5.1(3)-4 - Legal and accounting fees for services necessary or proper in the operation of the Project or enforcement of the restrictions and covenants herein contained;

5.1(3)-5 - Charges for painting, maintenance and repair of the Common Areas, including gardening and common utilities (but not including the interior surfaces of the Units, which the respective Owners shall paint, maintain and repair) and the furnishing of such equipment and furniture for the Common Areas as the Board of Governors shall determine is necessary or desirable, and the Board of Governors shall have the exclusive right and duty to acquire and maintain the same for the Common Areas;

5.1(3)-6 - Expenses for any other materials, supplies, furniture, labor, services, maintenance, repairs or structural alterations, which the Board of Governors is required to secure or pay for pursuant to the terms of these restrictions or by law, or which in its opinion shall be necessary or desirable for the operation of the Project or the enforcement of these restrictions, provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs or structural alterations are provided for a single Unit or group of Units less than all Units, the costs thereof shall be specifically assessed pro rata to the Owner or Owners of such Unit or Units, as the case may be;

5.1(3)-7 - Any amount necessary to discharge any lien or encumbrance levied against the entire Project or any part thereof which may, in the opinion of the Board of Governors, constitute a lien against the entire Project or against the Common Areas, rather than merely against the

interest therein of particular Owners, except that where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it; and

5.1(3)-8 - Expenses for maintenance and repair of any Unit if such maintenance and repair are necessary, in the opinion of the Board of Governors, to protect the Common Area, or any other portion of the Project, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Board of Governors to said Owner or Owners, provided, that the Board of Governors shall levy a special assessment against the Owner or Owners of any such Unit to pay for the costs or expenses arising out of or incident to said maintenance and repair, and the assessment therefor; and

5.1(3)-9 - Taxes and special assessments which are or would become a lien on the Project or Common Areas.

5.1(4) - The Board of Governors shall acquire and pay for out of maintenance fund insurance upon the project as follows:

5.1(4)-1 - A blanket policy or policies of fire and casualty insurance with special form all-risk coverage endorsement for the full insurable replacement cost from time to time of the Common Areas and the Units (or such other blanket, fire and casualty insurance as gives substantially equal or greater protection) insuring the Board and the Owner or Owners of each Condominium hereunder, and their Mortgagee or Mortgagees, as their respective interests may appear, against loss due to fire and other casualty customarily insured against by homeowners, which policy or policies may provide for separate protection for each Condominium to the full insurable replacement cost thereof, and a separate loss payable endorsement in favor of the Mortgagee or Mortgagees of each Condominium, if any, except that such policy or policies shall not operate so as to defeat the purpose or objectives of paragraph 12 (Damage and Destruction) hereof, and shall contain provisions to the extent possible protecting against any reduction in the amount of the proceeds payable as a result of any fire or similar insurance independently carried by any Owner of or in respect of any individual Condominium; and

5.1(4)-2 - A policy or policies insuring the Board and each and all of the Owners against any liability to the public or to the Owners or any other person resulting from or incident to the ownership, management and use of the Project by the Board, Owners, their invitees and tenants, and members of the public, the liability limits under which insurance shall not be less than Five Hundred Thousand Dollars (\$500,000.00) for the total personal

injury from any one accident, Two Hundred Thousand Dollars (\$200,000.00) personal injury to one person, Ten Thousand Dollars (\$10,000.00) total medical payment for each accident, and Two Hundred Fifty Dollars (\$250.00) medical payment for any one person injured and Fifty Thousand Dollars (\$50,000.00) for property damage (such limits to be reviewed at least annually by the Board and increased in its discretion). The Board shall have authority to decrease only the medical payment limits, in its discretion. The Board may also obtain such errors and omissions insurance or other insurance as it deems advisable insuring the Board and each member thereof against any liability for any act or omission in carrying out their obligations hereunder or resulting from their membership on the Board or any committee thereof.

5.1(4)-3 - The premiums for insurance purchased pursuant to this Paragraph 5.1(4) shall be payable out of the maintenance fund. If any additional insurance is required due to extra hazardous use made of any Unit or because of improvements to any Unit installed by its Owner, which increases the premiums for the required amount of coverage, the cost thereof shall be assessed to the Owner of such Unit. In order to facilitate the providing and maintaining of adequate and proper insurance, it is contemplated that Declarant may contract for blanket insurance coverage covering the entire Project as contemplated by this Paragraph 5.1(4) prior to or concurrently with the first sale or sales of Condominiums in connection with the financing of such sales, and any obligations or commitments for the payment of premiums or expenses otherwise incurred by Declarant under any such blanket policy or coverage, whether or not the same is also a personal obligation of the purchaser or purchasers of any Condominiums, shall become an obligation of the Board and shall be paid for out of the maintenance fund as provided herein.

5.1(4)-4 - The Owner of any condominium may purchase such fire and casualty insurance as he may deem advisable for his own account and at his own expense, except that the carrying of any insurance individually by any Owner shall not relieve him of the obligation to pay such portion of assessments as may be made from time to time for the purpose of paying premiums or other charges on fire and casualty insurance carried or contracted for by the Board for the benefit of the entire Project, and provided that any such insurance shall contain a loss-payable clause in favor of such Owner's Mortgagee or Mortgagees and the Board, as their respective interest may appear. No such insurance coverage or the terms of any such insurance policy shall defeat or contravene the purposes and intent of Paragraph 12 (Damage and Destruction) hereof.

5.1(5) - All insurance policies purchased by the Board for the mutual benefit of all Owners shall contain a provision that each Owner will receive a notice from the insurance company that said policy is in effect and that each Owner will receive 30 days' notice prior to

cancellation or termination of said policy for any reason whatsoever.

5.1(6) - The Board of Governors or its agent or agents may enter any Unit when necessary in the opinion of such person or persons in connection with any maintenance or construction for which the Board of Governors is responsible. It may likewise enter any porch area for maintenance, repairs, construction, or painting. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage to the Unit caused thereby shall be repaired by the Board of Governors at the expense of the maintenance funds. There is hereby expressly reserved an easement for ingress and egress to each Unit and in, over and upon each Unit for such purposes which shall be exercised by or upon the authority of the Board of Governors.

5.1(7) - Nothing herein contained shall be construed to give the Board of Governors authority to conduct within the Project a business for profit on behalf of all of the Owners or any of them.

5.1(8) - The Board of Governors, by at least four (4) affirmative votes of its members taken at a meeting or by unanimous written consent of its members, may authorize capital additions to the Project, which shall be charged pro rata to the Owners of the Units in accordance with their interest in the Common Area, but which shall be a joint and several obligation of the Owners, except that no such capital addition in excess of One Thousand Dollars (\$1,000.00) shall be authorized in any one year without the vote or written consent of at least two-thirds (2/3) of the Owners.

5.2 - Meetings of the Board of Governors. Action by the Board of Governors shall, unless otherwise stated herein or by law, be by unanimous written consent of the members of the Board or by majority vote of those present taken at meetings held for that purpose at which a quorum is present, and to have a quorum it is necessary there be at least three (3) Board members present. Meetings of the Board of Governors shall be held at the Project as follows:

5.2(1) - Regular meetings of the Board of Governors shall be held on the first Saturday of January, April, July and October in each year at four o'clock p.m., provided, however, that should said day fall upon a legal holiday, then said meeting shall be held at the same time on the next day thereafter ensuing which is not a legal holiday. Written notice of said regular meetings shall be given to each Board member not less than ten (10) days nor more than sixty (60) days prior thereto, delivered to him at his address as it is shown upon the records of the Project. Such notice shall specify the date and hour of the meeting, and if a special meeting, the general nature of the business to be transacted. The first meeting of the Board shall be held as promptly as practicable following the first meeting of the owners. At said first meeting,

the appointment of a manager or agent as contemplated by Paragraph 5.1(2) hereof shall be considered by the Board of Governors, and the then existing or another agent or manager shall be appointed or elected if deemed desirable.

5.2(2) - Special meetings of the Board of Governors for any purpose or purposes shall be called at any time by the Chairman of the Board or by any three (3) members of the Board of Governors. Written notice of the time of special meetings shall be given in the same manner as for a regular meeting.

5.2(2)-1 - Notice of all meetings of the Board of Governors shall be given, on the same basis as to the Board of Governors, to any Mortgagee of any Owner, if such Mortgagee files a written request for such notice with the Board.

5.2(3) - The transactions of any meeting of the Board of Governors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the members not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the Board of Governors or made a part of the minutes of the meeting.

5.2(4) - To constitute a quorum for the transaction of business by the Board of Governors, it is necessary that at least three (3) members of the Board be present. Every act or decision done or made by a majority of the members present at a meeting duly held at which a quorum is present at the commencement of such meeting shall be regarded as the act of the Board of Governors, except as otherwise provided herein.

5.2(5) - A quorum of the members of the Board of Governors may adjourn any meeting of the Board of Governors to meet again at a stated day and hour, provided, however, that in the absence of a quorum, a majority of the members present at any meeting of the Board of Governors, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board of Governors.

5.2(6) - A Chairman of the Board of Governors shall be elected at the first regular meeting of the Board of Governors in every calendar year. The Chairman shall preside at all meetings of the Board of Governors and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board of Governors. If there shall occur during any calendar year a vacancy in the office of Chairman of the Board of Governors because of death, resignation, removal, disqualification or other cause, a new Chairman of the Board of Governors shall be elected to fill the vacancy so created, to serve in such capacity until the first regular meeting

9814

of the Board of Governors in the following calendar year.

5.3 - Committees. The Board of Governors may by at least three (3) affirmative votes of the Board members designate an Executive Committee and such other committee or committees as it may from time to time deem desirable and may delegate to any committee so created any of the powers and authority of the Board of Governors in the management of the Project. Each such committee shall be composed of not less than three (3) members, each of whom shall be a member of the Association. Action taken by any such committee shall be by vote of a majority of the members of such committee taken at a meeting thereof or unanimous written consent of the members of such committee. The appointment of any such committee and the delegation thereto of powers and authorities of the Board of Governors shall not relieve the Board from responsibility for any action taken by that committee, nor shall any such delegation of authority prevent the Board from directly exercising any of its powers or authority whether or not so delegated.

Notwithstanding the foregoing, the powers and authority of the Board of Governors set forth in paragraph 12 (Damage and Destruction) hereof may not be delegated to any such committee, and such powers and authority may be exercised only by the Board of Governors itself in the manner set forth therein by action taken by the Board of Governors in accordance with the provisions of Paragraph 5 (Management) hereof.

5.4 - Authority of Owners' Association. In addition to any other powers and authority provided in this declaration, the members of the Owners' Association shall have the following authority and control over action by the Board of Governors:

5.4(1) - To effect necessary amendments to this declaration, in the manner provided in Paragraph 16 (Amendment) hereof.

5.4(2) - To recall any member of the Board of Governors, with or without cause being shown, by affirmative vote of a majority of the voting strength of the members, at a duly noticed meeting of the Owners' Association.

5.4(3) - To subject any action taken by the Board of Governors to levy a "further" assessment, as provided in paragraph 6.1 of this declaration, to review by the Owners' Association. Such review may be had only upon petition to the Board signed by the Owners of at least seventeen (17) Condominiums in the Project and delivered to the Board of Governors within fifteen (15) days from the date of notice of any "further" assessment. Upon receipt of such petition, the Board shall be obligated to call a meeting of the Owners' Association as promptly as practicable, and in the event that at least two thirds (2/3) of the voting strength of the Owners' Association vote at such meeting to nullify the "further" assessment, such vote shall be binding upon the Board of Governors.

296

5.5 - Special Meetings of Owners' Association. In addition to the authority of the Board of Governors to call special meetings of the Owners' Association, as provided in Paragraph 5 (Management) hereof, the Owners of not less than eight (8) Condominiums in the Project may at any time request in writing that the Board call a special meeting of the members of the Owners' Association, and in such event, the calling of such meeting at the earliest practicable date shall be mandatory upon the Board. Such written request shall state the matter or matters which the members desire to discuss at such meeting.

5.6 - Meetings of Owners' Association. If any meeting of the Owners' Association cannot be held because a quorum is not present, as provided in Paragraph 5 (Management) hereof, said meeting may be adjourned to a time not less than forty-eight (48) hours nor more than thirty (30) days later, and at such meeting, eight (8) votes shall constitute a quorum.

5.7 - Notice of Owners' Association Meeting. Unit Owners shall be notified, not less than seven (7) nor more than sixty (60) days, before any Owner's meeting; the notice of any such meeting shall specify a reasonable place, date and hour and, in the case of a special meeting, the general nature of the business to be transacted. Any mortgagee of a unit owner shall likewise be given the same notice if said mortgagee has filed a written request for notice with the Board of Governors.

6. Maintenance Fund: Assessments.

6.1 - Within thirty (30) days prior to the beginning of each calendar year, the Board of Governors shall estimate the net charges required to be paid by the Board in performing its functions at the Project during such calendar year (including a reasonable provision for contingencies and less any surplus from the prior year's fund). Said "estimated cash requirement" shall be assessed to the Owners, prorata, in accordance with their fractional ownership in the Common Area in December of each year for the following year. If said estimated sum proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners in the same manner. Each Owner shall be obligated and by accepting a deed to a Condominium estate agrees to pay assessments levied pursuant to this Paragraph 6.1 to the Board of Governors in equal monthly instalments commencing upon the first day of January in the calendar year following the assessment; provided, however, that any such further assessment shall be paid at such time or times as may be designated by the Board.

6.2 - As promptly as possible following its election, the Board of Governors shall determine the "estimated cash requirement" as hereinabove defined for the balance of the calendar year. Assessments shall be levied against the then Owners in the manner provided in Paragraph 6.1. Any such assessments charged or levied and which become payable with respect to the Condominium prior to the initial sale thereof by Declarant shall be the obligation of Declarant as the Owner thereof.

6.3 - All funds collected hereunder, together with special assessments or charges as provided for in other sections of this Declaration, other than in Paragraph 12 (Damage and Destruction), shall be controlled by the Board of Governors and shall constitute the maintenance fund referred to herein.

7. Liens. The Board of Governors shall have the authority to create a lien, with power of sale, on each separate Condominium to secure payment of the amount of any assessment, whether regular or special, assessed to the Owner or Owners thereof hereunder by complying with the provisions of Section 1356 of the Civil Code of the State of California, provided that no action shall be brought to foreclose such lien or proceed under the power of sale less than thirty (30) days after a notice of lien is mailed to the record Owner of such Condominium at his address appearing on the record of the Project. Such notice of lien or assessment may be filed and an action may be brought to foreclose the same or exercise the power of sale by the Board of Governors only. Reasonable attorney's fees and expenses in connection with collection of the debt secured by such lien or foreclosure thereof shall be paid by the Owner against whom such action is brought and secured by the lien. Such lien and rights to foreclosure and sale shall be in addition to and not in substitution for all other rights and remedies which the Owners and the Board of Governors may have hereunder and by law. A certificate, executed and acknowledged by a majority of the Board confirming the existence of the indebtedness secured by the lien upon any Condominium estate hereunder shall be conclusive upon the Board of Governors and the owners of estates as to the amount of such indebtedness on the date of the certificate, as to all persons who rely thereon in good faith, and such a certificate shall be furnished to any Condominium owner upon request at a reasonable fee, not to exceed Fifteen Dollars (\$15.00).

8. Mortgage Protection. Notwithstanding all other provisions hereof:

8.1 - The liens authorized to be created hereunder or by law upon any Condominium shall be subject and subordinate to, and shall not affect, the rights of the obligee of any indebtedness secured by any recorded first mortgage (meaning a mortgage with a first priority over other mortgages) upon such condominium made in good faith and for value, provided that after the foreclosure of any such mortgage, the Board shall have the authority to create, in the manner prescribed in Paragraph 6 (Maintenance Fund: Assessments) and Paragraph 7 (Liens) hereof, a lien on the interest of the purchaser at the foreclosure sale to secure all assessments, whether regular or special, levied hereunder for or payable during any period after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the same manner as provided herein in the case of other liens for unpaid assessments, and provided further that neither the purchaser at any such foreclosure sale (whether he be the obligee of the indebtedness secured by the first mortgage or otherwise), nor his grantor, shall be or become liable to any extent for any portion of any assessment levied for or payable during any period subsequent to such sale.



to the extent that such assessment is for the purpose of covering or making up any deficiency in the assessment fund resulting from the failure of the owner of any Condominium, the subject of any such foreclosure, to pay any assessment made prior to the date of such foreclosure sale, nor shall there be any such lien for any such portion of such assessment upon such condominium. The Mortgagee of any Condominium to a savings and loan association chartered under the laws of the State of California shall be considered to be a first mortgage under the terms of this document.

8.2 - No amendment to any part of this Declaration of Covenants, Conditions and Restrictions shall affect the rights of the holder of any such Mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

8.3 - By subordination agreement executed by the Owners having a majority of the voting rights (i.e., 17 votes), the benefits of Paragraphs 8.1 and 8.2 above may be extended to mortgagees not otherwise entitled thereto.

8.4 - Nothing in this Condominium Declaration of Covenants, Conditions and Restrictions shall be construed as limiting in any way the rights of the obligee of any indebtedness secured by any recorded first mortgage of any Condominium hereunder to require from the mortgagor thereunder such fire or other insurance as the Mortgagee thereof in its sole discretion may require.

8.5 - The record Owner or Owners of any Condominium hereunder shall have the right to transfer his or her voting power, or to enter into a written agreement to transfer such voting power or to grant his or her proxy, to the Mortgagee under any such first Mortgage to which such Condominium is subject in connection with the securing of any monetary obligation of the Owner or Owners of said Condominium, provided, however, that no such proxy or transfer of voting rights shall be or become effective or be exercised by the proxy holder or transferee except in the event of and upon (1) an actual default under any such Mortgage or obligation secured thereby, and (2) the filing and recording by or on behalf of such Mortgagee or the owner or holder of the obligations secured thereby, of a notice of default as required by the laws of the State of California, and provided that such proxy or transfer of voting power shall be valid only until the curing of said default, or the written waiver thereof by the said owner or holder of said obligation and said security therefor. The Board, the manager, the Owners' Association, and the chairman of any meeting of the Owners' Association, shall recognize any proxy or transfer of voting rights made and which becomes effective in accordance herewith for so long as it shall be valid, provided that there has been filed with the Owners' Association,

the Board or the manager a certified copy of the document transferring an Owner's voting power or granting his proxy to his Mortgagee recorded in the Office of the Mono County Recorder, and provided the Board or manager has been notified of the occurrence of the event or events causing the same to become effective. Except as provided above, the rights and powers of a record Owner of any Condominium hereunder must be exercised personally.

9. Taxes and Assessments. Each Owner shall execute such instruments and take such action as may reasonably be requested by the Board of Governors to obtain separate tax assessment of each Condominium estate. If any taxes and/or assessments may in the opinion of the Board of Governors nevertheless be a lien on the entire Project or any part of the Common Areas, they shall be paid by the Board of Governors and shall be assessed by the Board of Governors to the Owners. Each Owner shall be obligated to pay the taxes or assessments assessed by the County Assessor or the City or any other municipal authority against his own Unit, personal property, and interest in the Common Areas. Each Owner shall be obligated to pay an assessment by the Board of Governors for the portion of any taxes or assessments assessed by the County Assessor or the City or any other municipal authority against the entire Project or any part of the Common Areas in proportion to his interest in the Common Area. Such payment shall be made to the Board of Governors at least thirty (30) days prior to delinquency of such tax or assessment by the County or City or any other municipal authority. Such Board assessments are secured by the lien authorized to be created by Paragraph 7 (Lien).

10. Restrictions on Use and Occupancy of Units and Common and Recreational Areas. In addition to restrictions established by law, and regulations which may from time to time be promulgated by the Board of Governors the following restrictions shall be observed by Owners of Condominiums:

10.1 - Units. Restrictions relating solely to the use and occupancy of Units are as follows:

10.1(1) - Each Unit shall be used for residential purposes only. Residential purpose may be construed to include rental for any period.

10.1(2) - Each Owner shall have the right at his sole cost and expense to maintain, repair, paint, tile, finish, alter, substitute, add, or remove any fixtures attached to the ceilings, floors, or walls of the Unit owned by such Owner, and shall have the obligation to maintain the interior of such Unit so that the same does not deteriorate so as to be dangerous or present a hazard to any other Unit or to the Condominium Project. This paragraph shall not be construed as permitting an interference with or damage to the structural integrity of the building in which the Unit is located, or interference with the use or enjoyment of the Common and Recreational Areas or of the other Units or any of them.

10.2 - Common and Recreational Areas. Restrictions relating solely to the use and occupancy of Common and Recreational Areas are as follows:

10.2(1) - There shall be no obstruction of the Common and Recreational Areas nor shall anything be stored in the Common and Recreational Areas without the prior written consent of the Board of Governors except as hereinafter expressly provided.

10.2(2) - Each Owner shall have the right to place furniture on and to paint, repair and maintain the porch area included within the Common Areas immediately adjacent to the Owner's Unit.

10.2(3) - Nothing shall be altered or constructed in or removed from the Common and Recreational Areas, except upon the written consent of the Board of Governors.

10.3 - General. Restrictions governing the use of the Project generally and certain obligations of Owners of Units are as follows:

10.3(1) - Nothing shall be done or kept in any Unit in the Common and Recreational Areas which will increase the rate of insurance on the Project without the prior written consent of the Board of Governors. No Owner shall permit anything to be done or kept in his Unit or in the Common and Recreational Area which will result in the cancellation of insurance on the Project or any portion thereof or which would be in violation of any law; and no waste will be committed in the Common and Recreational Areas.

10.3(2) - No sign of any kind shall be displayed to the public view on or from any Unit or the Common and Recreational Area, without the prior written consent of the Board of Governors, except that "For Sale" or "For Rent" signs of reasonable size may be displayed. Nothing herein shall be construed to limit the restrictions against leasing or renting as set out in Paragraph 10.1(1) herein.

10.3(3) - No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common and Recreational Area, except that dogs, cats or other household pets may be kept in Units subject to rules and regulations adopted by the Board of Governors, provided that they are not kept, bred or maintained for any commercial purpose.

10.3(4) - No noxious or offensive activity shall be carried on in any Unit or in the Common and

Recreational Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.

10.3(5) - Nothing shall be done in any Unit, or in, on or to the Common and Recreational Area, which will impair the structural integrity of any building or which would structurally change any building without the prior written consent of the Board of Governors.

10.3(6) - No drilling or mining operations of any kind shall be permitted upon or in any Unit or the Common and Recreational Area.

10.3(7) - There shall be no violation of reasonable rules for the use of Units or the Common and Recreational Area adopted by the Board of Governors for the purpose of protecting the interests of all Owners or protecting the Units or the Common and Recreational Area and furnished in writing to the Owners, and the Board of Governors is authorized to adopt such rules.

10.3(8) - Each Owner of a Unit shall be obligated to pay any and all assessments for water, sewage, electricity, other utilities, taxes and other charges assessed individually against such Unit.

11. Easements. The following easements are hereby created:

11.1 - Easement for Settlement. None of the rights and obligations of the Owners created herein or by the various deeds creating ownership of the Condominiums, said deeds being in the form of Exhibit "A" attached hereto, shall be altered in any way by encroachments due to settlement or shifting of a building or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment be created in favor of any Owner or Owners if said encroachment occurred due to the wilful conduct of said Owner or Owners.

11.2 - Easements for Ingress and Egress and Other Purposes. There shall be non-exclusive easements appurtenant to each Unit for ingress and egress to and from each Unit in, over and through the Common Areas, and easements for support, maintenance and encroachment as specified in the deed or by law.

11.3 - Easements for Private Porches. The Owner of each Unit having a private porch shall have an exclusive easement appurtenant to the Condominium of which his unit is a part for the use of the private balcony shown on the map of the

(98)

Project lying outside the boundaries of such Unit and adjacent thereto and which is accessible only through such Unit.

12. Damage and Destruction. The provisions of this Paragraph 12 shall govern the repair and rebuilding or other disposition of the Project and any one or more Units located in the Project if any part of the Project is damaged by fire or other casualty, and the provisions of this Paragraph 12 likewise shall apply to the collection, holding, application, and disposition of the proceeds of any insurance policy or coverage obtained pursuant to the provisions of Paragraph 5.1(4)-1 (Management) hereof, or under which the insurance proceeds are to be paid to or for the account of the Board directly or under a loss payee clause, or paid or to be paid to the Owner of any Condominium, or under which the Board has control of the disposition of such proceeds. The provisions of this Paragraph 12 likewise shall apply to the collection, holding, application, and disposition of the proceeds of any insurance policy secured by the Owner or Owners of any Condominium affected by any such damage pursuant to the provisions of Paragraph 5.1(4)-4 (Management) hereof or under which the insurance proceeds are to be paid to or for the account of the Owner or Owners as a result of such damage. Where provision is made in this Paragraph 12 for the payment and distribution of all or any portion of insurance proceeds, or the net proceeds of the sale of the entire Project to all the then Owners, the payment to each of the Owners shall be in proportion to his interest in the Common Areas; but if such Owner's interest in the Project is subject to one or more Mortgages, the share of said Owner shall be paid to the various Mortgagees thereunder, in order of priority, to the extent necessary to satisfy the obligations secured, rather than to the Owner. Where provision is made in this Paragraph 12 for the payment or distribution of all or any portion of insurance proceeds, or the net proceeds of the sale of the entire Project to a Mortgagee, the amounts paid to the Mortgagee shall be paid toward payment of obligations secured by the Mortgage involved in the inverse order of maturity.

12.1 Damage to One or More Units, But to No Part of the Common Areas. If any Unit in the Project is damaged by fire or other casualty and no part of the Common Areas are damaged, the insurance proceeds of any such policy insuring against any such damage to such Unit shall be paid to Bank of California, 1255 Van Ness Avenue, Fresno, California, or such other bank or trust company as may be designated by the Board and approved by the Owner or Owners of the Condominium concerned and the Mortgagee holding a first mortgage on such Condominium, as Trustee for such Owner and all Mortgagees, if any, holding a security interest in such Condominium, as their respective interests may appear. If such proceeds are paid to the Board or any such Owner, all of the same shall forthwith be paid over to or deposited with such Trustee. The Trustee shall hold said funds and shall disburse them for the purpose of rebuilding and repairing such Unit as the work progresses, or upon completion, pursuant to such contract therefor as may be entered into by the Owner or Owners of such Unit with the approval of any such first Mortgagee, or by the Board with the approval of such Owner or Owners and such first Mortgagee, and for such other purposes as may be specified herein. Except as provided below, if the proceeds are insufficient for such purpose, the Board shall levy an assessment upon the Owner or Owners of the Condominium concerned for an amount sufficient to complete the rebuilding or repair of such Unit. Funds received pursuant to such assessment shall similarly be paid to such

Trustee, to be held and disbursed as above provided. In the event and to the extent that any insufficiency of such proceeds results from the failure of the Board to have complied with the provisions of Paragraph 5.1(4)-1 (Management) hereof to maintain proper and adequate insurance on such Condominium in an amount equal to the full replacement costs from time to time, then such assessment shall be levied upon all owners of a Condominium in the Project in proportion to the interest of each Owner in the Common Areas to make up any deficiency. In the event the total insurance proceeds actually received exceed the cost of rebuilding and repairing such Unit, the excess shall be paid to the Mortgagees of the Condominium containing said Unit, if any, in order of priority, and if none, then to the Owner of such Condominium. The repair or rebuilding of such Unit as contemplated by this Paragraph 12.1 shall restore such Unit to the condition as of the time immediately prior to such damage. In the event the repair or rebuilding of such Unit is not commenced within forty-five (45) days following receipt of proceeds of any such insurance by the Board or by the Trustee, whichever shall first occur, pursuant to a contract under which completion thereof as diligently as possible is assured by customary completion bond, then all such proceeds shall be paid to the Mortgagees, if any, of the Condominium containing such Unit in order of priority and, if none, then to the Owner thereof.

12.2 Damage Involving the Common Areas. If such damage extends to one or more Units and any part of the Common Areas or is confined solely to the Common Areas, the following provisions shall govern the repair and rebuilding or other disposition of the Project and the collection, holding, application and disposition of the insurance proceeds of any such policy insuring against any such damage:

12.2(1) If the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by the higher of five percent (5%) of such cost or \$50,000.00, then such insurance proceeds shall be paid to the said Bank of California, or such other bank or trust company as may be designated by the Board and approved by each of the Mortgagees holding a first mortgage on one or more of the Condominiums in the Project, as Trustee for the benefit of the Owners of all the Condominiums in the Project and all Mortgagees, if any, as their interests may appear, to be held and used and disbursed for the purposes of rebuilding and repairing such damage as the work progresses or upon completion, pursuant to such contract with respect thereto as shall be entered into by the Board. The Board shall thereupon contract to repair or rebuild the damaged portions of the Project, including, but not limited to, all Units, if any, so damaged. If the insurance proceeds are insufficient to pay all the costs of repairing and rebuilding, the Board shall levy a special assessment on all Owners, in proportion to the interest of each Owner in the Common Areas, to make up any deficiency. No such special assessment, except as hereinafter provided, shall be made upon all Owners, however, to the extent same is to make up any deficiency resulting from repairing and rebuilding

attributable to improvements made to a damaged Unit subsequent to the initial conveyance by Declarant of the Condominium containing such Unit. Any insufficiency attributable to the cost of repairing and rebuilding improvements made to a damaged Unit subsequent to the initial conveyance by Declarant of the Condominium containing such Unit shall be the subject of a special assessment, which shall be made in the amount of such insufficiency upon the Owner or Owners of the Condominium containing such Unit so as to make up for such insufficiency; except, however, that in the event and to the extent that any such insufficiency results from the failure of the Board to have complied with the provisions of Paragraph 5.1(4)-1 (Management) hereof to maintain proper and adequate insurance on such Condominium in an amount equal to the full replacement costs from time to time, then such special assessment shall be levied upon all the Owners of a Condominium in the Project in proportion to the interest of each Owner in the Common Areas so as to make up for any such insufficiency. Funds received pursuant to any assessment referred to herein shall be paid similarly to such trustee, to be held and disbursed for the purposes of rebuilding and repairing the damaged portions of the Project. In the event the total insurance proceeds actually received exceed the cost of rebuilding and repairing such damage, the excess shall be paid and distributed to all the then Owners of a Condominium in the Project (or Mortgagees under any Mortgage of the interest of any Owner, as hereinabove provided). The repair or rebuilding, as contemplated by this Paragraph 12.2(1), shall restore the Common Areas and each Unit affected by such damage to the condition as of the time immediately prior to such damage. In the event that the repair or rebuilding of the damaged portions of the Project, including, but not limited to, all Units, if any, so damaged, shall be commenced within forty-five (45) days following the receipt of the proceeds of any such insurance by the Board or by the trustee, whichever shall first occur, pursuant to a contract under which completion thereof as diligently as possible is assured by customary completion bond, then such proceeds shall be paid and distributed to all the then Owners of a Condominium in the Project (or Mortgagees under any Mortgage of the interest of an Owner, all as hereinabove provided).

12.2(2) If Paragraph 12.2(1) is inapplicable, then the insurance proceeds shall be paid to the Bank of California, 1255 Van Ness Ave., Fresno, California, or, such other bank or trust company as may be designated and approved, as aforesaid, as trustee, to be held for the benefit of the Owners of all Condominiums in the Project and their Mortgagees, if any, as their respective interests may appear, and disbursed as provided herein. The Board shall obtain firm bids from two (2) or more responsible contractors to rebuild so as to restore the portion of the Project damaged or destroyed to the condition immediately prior to such damage or destruction. As soon as possible thereafter, the Owners' Association, at a special meeting thereof, shall consider such bids; and if the Owners' Association by at least seventeen (17) affirmative votes

of the Owners' Association members shall elect to reject all such bids and thus not to rebuild, the Board, as soon as reasonably possible and as agent for all Owners, shall sell the entire Project in its then condition on terms approved by at least Seventeen (17) affirmative votes of the Owners' Association, free from the effect of these Covenants, Conditions and Restrictions, which shall terminate upon such sale. The Owners appoint the Board as their agent for the said sale and said agency shall be deemed as coupled with an interest and said appointment shall be deemed irrevocable. As soon as possible after such election not to rebuild and whether or not the Project has been sold, any and all insurance proceeds held by said trustee shall thereupon be distributed to all the then Owners of a Condominium in the Project (or Mortgagees under any Mortgage of the interest of an Owner, all as hereinabove provided). The net proceeds of any such sale of the Project, immediately upon the receipt thereof, likewise shall be distributed to all the then Owners (or Mortgagees under any Mortgage of the interest of an Owner, all as hereinabove provided). If the Owners' Association by at least seventeen (17) affirmative votes of the Owners' Association members shall elect to rebuild or repair the Project and directs that a bid be accepted, all such insurance proceeds shall be used for such rebuilding or repairing; and the Board shall enter into a contract with the bidder involved with respect to such rebuilding or repairing in such form and containing such provisions as the Board may deem advisable. The Board shall then levy a special assessment upon all Owners, in proportion to the interest of each Owner in the Common Areas, to make up the deficiency between the total insurance proceeds and the contract price for such repair or rebuilding. No such special assessment, except as hereinafter provided, shall be made on all Owners, however, to the extent same is to make up any deficiency resulting from repairing and rebuilding attributable to improvements made to a damaged Unit subsequent to the initial conveyance by Declarant of the Condominium containing such Unit. Any insufficiency attributable to the cost of repairing and rebuilding improvements made to a damaged Unit subsequent to the initial conveyance by Declarant of the Condominium containing such Unit shall be the subject of a special assessment, which shall be made in the amount of such insufficiency upon the Owner or Owners of the Condominium containing such Unit so as to make up for such insufficiency; except, however, that in the event and to the extent that any such insufficiency results from the failure of the Board to have complied with the provisions of Paragraph 5.1(4)-1 (Management) hereof to maintain proper and adequate insurance on such Condominium in an amount equal to the full replacement costs from time to time, then such special assessment shall be levied upon all the Owners of a Condominium in the Project in proportion to the interest of each Owner in the Common Areas so as to make up for such insufficiency. Funds received pursuant to any assessment related to hereto shall be paid similarly



to such Trustee, to be held and disbursed for the purposes of rebuilding and repairing the damaged portions of the Project. The repair or rebuilding, as contemplated by this Paragraph 12.2(2), shall restore the Common Areas and each Unit affected by such damage to the condition as of the time immediately prior to such damage.

In the event that the repair or rebuilding of the damaged portions of the Project, including, but not limited to, all Units, if any, so damaged, is not commenced within forty-five (45) days following receipt of proceeds of any such insurance by the Board or by the Trustee, whichever shall first occur, pursuant to a contract under which completion thereof as diligently as possible is assured by customary completion bond, then such proceeds shall be paid and distributed to all the then Owners of a Condominium in the Project (or Mortgagees under any Mortgage of the interest of an Owner, all as hereinabove provided).

12.2(3) If the Owners' Association by at least seventeen (17) affirmative votes of the Owners' Association members decides not to rebuild, either by rejecting all bids presented or by failing to act and failing to commence building and repair of such damage within forty-five (45) days following receipt of proceeds of any such insurance by the Board or by the Trustee, whichever shall first occur, then the manager or the Board shall, or if they do not, any Owner or Mortgagee of any Owner may, record a sworn declaration setting forth such decision or failure and reciting that under the provisions of this document any prohibition against judicial partition provided for herein has terminated and that judicial partition of the Project may be obtained pursuant to Section 752b(4) of the Code of Civil Procedure of the State of California. Upon final judgment of a Court of competent jurisdiction decreeing such partition, these Covenants, Conditions and Restrictions shall terminate.

12.3 The Board is authorized to enter into such agreements or commitments with the said Bank of California or any other bank or trust company designated as provided hereinabove, as the holder in trust of proceeds of any such insurance or assessments relating to the powers, duties and compensation, if any, of such Trustee, as may be approved by a majority of the Board, provided that the same is consistent with the various provisions of this Declaration of Covenants, Conditions and Restrictions, which agreement or commitment may delegate to said Trustee authority to supervise the repair or rebuilding and the disbursement of funds held by such Trustee as payment therefor.

12.4 Within thirty-five (35) days after any such damage occurs, the manager or the Board shall, or if they do not, any Owner, the insurer, the insurance trustee, or any Mortgagee of any Owner may, record a sworn declaration stating that such damage has occurred, describing it, identifying the building or improvement suffering such damage, the name of the insurer against whom claim is made, and the name of any insurance trustee, reciting that the sworn declaration is recorded pursuant to this paragraph

of these Covenants, Conditions and Restrictions, and that a copy of such sworn declaration has been served pursuant to the provisions of Paragraph 5.2(1) (Written Notice) hereof on the Owners and any Mortgagee who has requested notice, by the same means as specified on an Owner.

12.5 In the event repair or rebuilding is not commenced within the forty-five (45) day period as provided in Paragraphs 12.1, 12.2(1) and 12.2(2) because of frozen ground or weather problems during the winter or snow season which would prevent or make impractical or unduly expensive the immediate commencement of such repairing or rebuilding, then said forty-five (45) day period shall be deemed extended to such later date as seasonal and weather conditions will permit the commencement of such repairing or rebuilding, but in no event later than the first day of June following the receipt of such proceeds.

12.6 Nothing contained in this document shall prohibit the Board from making, and the Board is hereby authorized to make, equitable reductions in the assessments against any Condominium which are authorized in this Paragraph 12 in the event of any insufficiency in the proceeds of insurance obtained by the Board when the Owner or Owners of such Condominium have obtained insurance at his or their own individual expense and the proceeds thereof have been made available for the rebuilding or repair of any portion of the Project. Such equitable reduction shall in no event exceed the amount of such proceeds which are so made available for rebuilding or repair.

The provisions of this Paragraph 12 cannot be amended without the unanimous consent of the Owners and their Mortgagees in writing.

13. Audit. 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 Board of Governors or any manager appointed by the Board of Governors.

14. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

15. Severance of Interests. Neither any of the component elements of a Condominium nor the undivided interest in the Recreational Area conveyed by Declarant to any owner shall be separately sold, transferred, conveyed, subleased or separately subjected to any lien or encumbrance except to the extent authorized in paragraph 7 of this Declaration and any sale, transfer, conveyance, or claim affecting any of same except as may be provided in said paragraph 7 shall cover and include the Owner's entire Condominium, together with the Owner's undivided interest in the Recreational Area which he then has or may thereafter acquire, provided that the foregoing shall not extend beyond the period in which the right to partition the Condominium project is suspended under Section 752b of the Code of Civil Procedure of the State of California.

23

16. Amendment. Except as otherwise expressly provided herein, the provisions of this document may be amended by an instrument in writing signed and acknowledged by the record Owners holding interests in seventy-five (75%) percent interest of the Common Area, which amendment shall be effective upon recordation in the Office of the Recorder of the County of Mono. The provisions of Paragraph 10 (Restrictions on Use and Occupancy of Units and Common and Recreational Area) and this Paragraph 16 (Amendment) hereinabove contained, may be amended only by an instrument in writing signed and acknowledged by all record Owners hereunder. Nothing in this Paragraph 16 (Amendment) or elsewhere herein, shall authorize or permit any amendment to Paragraphs 5 (Management); 6 (Maintenance Fund; Assessments); 7 (Liens); 8 (Mortgage Protection); 9 (Taxes and Assessments); 11 (Easements); 12 (Damage and Destruction); 17 (Effect of Violations on Liens), or 19 (Invalidity of any Provision) unless each and every obligee of any obligation secured by a first mortgage on any of the Condominiums join in the adoption of any such amendment.

17. Effect of Violations on Liens. No breach of any of the terms or conditions of this Declaration of Covenants, Conditions, and Restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value.

18. Effectiveness of Creation of Condominium. The creation of a Condominium Project on the property shall become effective upon the first conveyance by Declarant of a Condominium estate as provided herein, and thereafter and until the conveyance of all Condominium estates included in this Condominium Project, it is understood that Declarant shall for all purposes by the Owner of the remaining Condominium Estates until conveyed by Declarant and shall have all the rights and benefits of the Owner of such Condominium estates until conveyed by Declarant to some other person or entity.

19. Invalidity of Any Provision. In the event any condition or restriction herein contained be invalid or held invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way affect any other condition or restriction herein contained.

20. Binding Effect of Covenants, Conditions and Restrictions. Each Owner and any successor in interest to said Owner takes his right, title, interest and estates subject to all of the covenants, conditions and restrictions set forth in this Declaration, and agrees to perform and to be bound thereby. The covenants, conditions, restrictions and burdens imposed hereby constitute a general scheme for the benefit of each Owner in the Project, and are or will be imposed upon the first Owner of any Unit by express covenants in the deeds they receive from Declarant. Said covenants, conditions and restrictions may be enforced by the Board or by any Owner or any combination of Owners. Said covenants, conditions and restrictions shall be a burden upon and a benefit to not only each of the original purchasers of a Condominium, but also his grantees and all subsequent Owners of Condominium interests in said Project. All covenants, conditions and restrictions herein are intended to and shall constitute covenants running with the land or equitable servitude upon the land, as the case may be, and are intended to and shall be binding upon any future Owners of any Unit.

984

21. No Waiver. A Waiver of a breach of any of the foregoing conditions or restrictions shall not be construed as a waiver of any succeeding breach or violation thereof or of any other condition or restriction.

22. Attorney's Fees. In the event the Board or any Owner or Owners shall bring legal action against any Owner to enforce the terms, covenants, conditions and restrictions of this Declaration of Restrictions and they shall be the prevailing party in said lawsuit, the Court shall award reasonable attorney's fees and court costs.

23. Who Subject to Provisions. This Declaration shall be for the benefit of and be binding upon the heirs, legatees, executors, devisees, administrators, guardians, conservators, successors, purchasers, lessees, sublessees, encumbrancers, donees, grantees, mortgagees, lienors and assigns of and from the parties hereto.

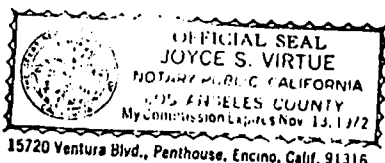
IN WITNESS WHEREOF, the undersigned has executed this instrument this 11 day of March 1970.

*Harry L. McKee*  
HARRY L. MCKEE, Declarant

STATE OF CALIFORNIA }  
COUNTY OF *Los Angeles* } ss.

On March 11, 1970, before me, the undersigned, a Notary Public in and for said State, personally appeared Harry L. McKee, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



*Joyce S. Virtue*  
Notary Public in and for said State.

252

EXHIBIT "A"  
GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HARRY L. MCKEE, hereinafter referred to as "GRANTOR" does hereby grant to \_\_\_\_\_, hereinafter referred to as "GRANTEE":

PARCEL 1: A condominium estate of inheritance or perpetual estate as defined in California Civil Code, Section 783, consisting of that certain real property in the County of Mono, State of California, described as follows:

(a) An undivided \_\_\_\_\_ interest in common in and to Lot A, Mammoth Fireside Condominium No. 1, County of Mono, State of California, as per Map recorded \_\_\_\_\_, in Book \_\_\_\_\_, at Pages \_\_\_\_\_ of Maps in the Office of the County Recorder of said County, excepting, however, from said Lot A all of the thirty-one (31) units as said units are defined in the Declaration of Covenants, Conditions and Restrictions recorded in Book \_\_\_\_\_ at Pages \_\_\_\_\_ through \_\_\_\_\_, both inclusive of Official Records in the Office of the County Recorder of said County, and as said units are shown and described on the aforesaid map recorded in Book \_\_\_\_\_ at Pages \_\_\_\_\_ through \_\_\_\_\_, both inclusive, of Maps in the Office of the County Recorder of said County, provided that there are hereby expressly reserved unto the Owner of each of Units 1 through 8 and 17 through 23, inclusive, of said 31 units an exclusive easement for the use of the porch area adjacent to each such Unit and which is and shall be appurtenant to the Condominium of which such Unit is a part, all as shown and described in said Declaration.

(b) A separate interest in and to the space identified as Unit \_\_\_\_\_ as defined in the Declaration of Covenants, Conditions and Restrictions recorded in Book \_\_\_\_\_

98aa

at Pages \_\_\_\_\_ through \_\_\_\_\_, both inclusive, of Official Records in the Office of the County Recorder of said County, and as said Units are shown and described on the aforesaid Map recorded in Book \_\_\_\_\_, at Pages \_\_\_\_\_ through \_\_\_\_\_, both inclusive of Maps in the Office of the County Recorder of said County.

(c) An exclusive easement burdening said Lot A for the use of the porch area immediately adjacent to said Unit \_\_\_\_\_, as shown and described on the aforesaid map recorded in Book \_\_\_\_\_, on Pages \_\_\_\_\_ through \_\_\_\_\_, both inclusive, of maps in the Office of the County Recorder of said County. Said exclusive easement is only applicable in connection with a conveyance of one of Units 1 through 8 and 17 through 23, inclusive.

PARCEL 2: An undivided 1/80th interest in common in and to all that real property in the County of Mono, State of California set forth in Exhibit "B" to said Declaration and described as follows:

① *Parcel No 2:*

That portion of the northeast quarter of the northwest quarter of Section 34, Township 3 South, Range 27 West, Mount Diablo Base and Meridian, in the County of Mono, State of California described as follows:

Beginning at a point in the northerly line of California State Highway No. 112-A as described in that certain Order of Condemnation recorded in Book 10, page 405 of Official Records of Mono County, California at its intersection with the centerline of that certain road locally known as and called Minaret Road; thence from said point of beginning and along said centerline of Minaret Road,

1st: - North 1° 30' West 122.06 Feet; thence leaving said centerline,

2nd: - South 64° 40' West 119.86 feet; thence,

9866

3rd: - North 62° 02' 17" West 95.22 feet to the True Point of Beginning for this description; thence from said true point of beginning,

1st: - South 18° 52' 49" West 36.44 feet; thence,

2nd: - North 88° 38' 55" West 56.50 feet; thence,

3rd: - North 31° 25' West 24.99 feet; thence,

4th:- North 1° 21' 05" East 20.68 feet; thence,

5th: - North 88° 38' 55" West 13.31 feet; thence

6th: - North 31° 25' West 31.92 feet; thence,

7th: - North 3° 40' West 23.50 feet; thence,

8th: - North 73° 43' 25" East 75.94 feet; thence,

9th:- South 25° 52' 36" 90.17 feet to said true point of beginning. (X)

A plan for condominium project relating to the condominium project is recorded in Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, both inclusive, of Official Records of said County and State.

Said condominium estate and the conveyance thereof, together with the 1/80th undivided interest referred to hereinabove is subject to each and all of the following:

(a) The lien of real property taxes and assessments not yet delinquent;

(b) Exclusive easements of the sort described hereinabove granted or which may hereafter be granted pursuant to any deed in this same form to any purchaser of any other condominium estate included in said condominium project for the use of a porch area;

(c) All covenants, conditions, reservations and restrictions, easements and liens of record.

The aforesaid Declaration of Covenants, Conditions and Restrictions, recorded in Book \_\_\_\_\_ at Pages \_\_\_\_\_ through \_\_\_\_\_

9900

\_\_\_\_\_, both inclusive, of Official Records of Mono County in the State of California, is hereby incorporated herein and made a part hereof with the same effect as though fully set forth, and the Grantee hereby accepts the grant of said condominium estate subject to said "Declaration", and by the execution and acceptance of this Deed agrees to perform and be bound by each and all of the provisions of said Declaration of Covenants, Conditions and Restrictions on Grantee's part to be performed.

IN WITNESS WHEREOF, the undersigned has executed this Instrument this \_\_\_\_\_ day of \_\_\_\_\_, 1970.

HARRY L. MCKEE, GRANTOR

By \_\_\_\_\_  
Harry L. McKee

ACCEPTED:

\_\_\_\_\_  
Grantee

\_\_\_\_\_  
Grantee



9522

EXHIBIT "B"  
RECREATIONAL AREA

That portion of the northeast quarter of the northwest quarter of Section 34, Township 3 South, Range 27 West, Mount Diablo Base and Meridian, in the County of Mono, State of California described as follows:

Beginning at a point in the northerly line of California State Highway No. 112-A as described in that certain Order of Condemnation recorded in book 10, page 405 of Official Records of Mono County, California at its intersection with the centerline of that certain road locally known as and called Minaret Road; thence from said point of beginning and along said centerline of Minaret Road,

1st: - North 1° 30' West 122.06 feet; thence leaving said centerline,

2nd: - South 64° 40' West 119.86 feet; thence,

3rd: - North 62° 02' 17" West 95.22 feet to the True Point of Beginning for this description; thence from said true point of beginning,

1st: - South 18° 52' 49" West 36.44 feet; thence,

2nd: - North 88° 38' 55" West 56.50 feet; thence,

3rd: - North 31° 25' West 24.99 feet; thence,

4th: - North 1° 21' 05" East 20.68 feet; thence,

5th: - North 88° 38' 55" West 13.31 feet; thence,

6th: - North 31° 25' West 31.92 feet; thence,

7th: - North 3° 40' West 23.50 feet; thence,

8th: - North 73° 43' 25" East 75.94 feet; thence

9th: - South 25° 52' 36" East 90.17 feet to said true point of beginning.

9866

EXHIBIT "C"

That portion of the northeast quarter of the northwest quarter of Section 34, Township 3 South, Range 27 West, Mount Diablo Base and Meridian in the County of Mono, State of California, described as follows:

Beginning at a point in the northerly line of the California State Highway 112-A as described in that certain Order of Condemnation recorded in Book 10, page 405 of Official Records of Mono County, California at its intersection with the centerline of that certain road locally known as and called Minaret Road; thence from said point of beginning and along said centerline of Minaret Road,

1st: - North 1° 30' West 122.06 feet; thence leaving said centerline,

2nd: - South 64° 40' West 32.80 feet to a point in a line parallel with and distant westerly 30.00 feet measured at right angles to said centerline of Minaret Road being the True Point of Beginning for this description; thence from said true point of beginning,

1st: - South 64° 40' West 87.06 feet; thence,

2nd: - North 62° 02' 17" West 95.22 feet; thence,

3rd: - South 18° 52' 49" West 36.44 feet; thence,

4th: - North 88° 38' 55" West 56.50 feet; thence,

5th: - South 44° 35' West 67.50 feet; thence,

6th: - North 78° 03' 51" West 81.58 feet; thence,

7th: - North 27° 55' West 62.00 feet; thence,

8th: - North 81° 25' West 9.71 feet to a point in a line parallel with and distant easterly 30.00 feet measured at right angles to the centerline of that certain road locally known as and called Millers Siding; thence along said parallel line,

9th: - South 5° 13' East 203.60 feet to the beginning of a tangent curve having a radius of 120.00 feet; thence along said curve,

10th: - Southeasterly an arc distance of 72.27 feet along said curve concave northeasterly having a central angle of 34° 30' 30" to the beginning of a compound curve having a radius of 25.00 feet; thence along said curve,

11th: - Easterly an arc distance of 36.73 feet along said curve concave northerly having a central angle of 84° 11' 22" to a point in said northerly line of said California State Highway 112-A, said northerly line being a curve having a radius of 1300.00 feet, a radial to said point bears North 33° 54' 52" West; thence along said curve,

12th: - Northeasterly an arc distance of 340.10 feet along said curve concave southeasterly having a central angle of 141° 59' 22" to the beginning of a reverse curve having a radius of 25.00 feet; thence along said curve and leaving said northerly line,

984

EXHIBIT "C" continued:

13th: - Northerly an arc distance of 31.67 feet along said curve concave westerly having a central angle of  $72^{\circ} 34' 30''$  to a point in said line parallel with and distant westerly 30.00 feet measured at right angles to said centerline of Minaret Road; thence along said parallel line

14th: - North  $1^{\circ} 30'$  West 98.87 feet to said true point of beginning.

9866

EXHIBIT "D"

UNIT NUMBER

FRACTIONAL INTEREST  
IN COMMON AREAS

1	1/47
2	1/47
3	1/47
4	1/47
5	1/47
6	1/47
7	1/47
8	1/47
9	2/47
10	2/47
11	2/47
12	2/47
13	2/47
14	2/47
15	2/47
16	2/47
17	1/47
18	1/47
19	1/47
20	1/47
21	1/47
22	1/47
23	1/47
24	2/47
25	2/47
26	2/47
27	2/47
28	2/47
29	2/47
30	2/47
31	2/47

RECORDED

April 27, 1970  
at 10:55 A.M.  
as Instrument No. 2740

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

MAMMOTH FIRESIDE CONDOMINIUM NO. 1  
Mono County California

This amendment to the Declaration of Covenants, Conditions and Restrictions is made this 26th day of April, 1970 by HARRY L. MCKEE with reference to the following facts:

- (a) A Declaration of Covenants, Conditions and Restrictions was recorded as Instrument No. 2480 in Volume 109 pages 496 to 529 inclusive on March 30, 1970 of Official Records, Mono County California.
- (b) Harry L. McKee wishes to amend sub paragraph 3.1 (2) found on page 3A.
- (c) Harry L. McKee is the sole owner of the Mammoth Fireside Condominium No. 1 Tract.
- (d) The Declaration of Covenants, Conditions and Restrictions is hereby amended to read as follows:

3.1 (2) Joint Maintenance of Recreational Area. The duly elected and acting chairman and treasurer shall, along with the duly elected and acting chairman and treasurer of that certain adjacent Condominium Project to be built in the future, and to be known as Mammoth Fireside Condominium No. 2, constitute a Coordinating Committee which shall meet from time to time as required, and whose function shall be to coordinate the activities of the Board of Governors of the two Projects, insofar as the management of the Recreational Area is concerned. Such Committee shall have such powers as may be delegated to it by the Board of Governors of each Project, and, notwithstanding anything to the contrary set forth in this Declaration, shall include, but not be limited to, the power to receive and expend a portion of the monthly maintenance collections from the treasurer of each Project, for the maintenance of the Recreational Area as hereinafter provided, but subject to prior approval of such expenditures by the Board of Governors of both Projects. It is the intention of this paragraph that, upon recordation of the Declaration of Covenants, Conditions and Restrictions for the Mammoth Fireside Condominium No. 2, containing substantially the same provisions as this paragraph, and upon election of the first officers for Mammoth Fireside Condominium No. 2, the Coordinating Committee shall receive from the treasurer of each Project that portion of the maintenance assessment collections each month which shall be reasonably required for the maintenance of the Recreational Area, and to deposit the same in a trust account, and to pay therefrom the maintenance expense therefor. The amount of the respective payments from the treasurer of the two Projects to the Coordinating Committee shall be determined on the basis of a budget prepared each year by the Coordinating Committee for the total maintenance of said Recreational Area, a copy of which shall be provided to each treasurer. The powers hereby conferred on the Coordinating Committee may not be reduced or nullified without the unanimous written consent of all Owners of interests in this Project and in the said Mammoth Fireside Condominium

No. 2 following the development and subdivision of same.

Until said Condominium known as Mammoth Fireside Condominium No. 2 is subdivided and developed, the Owners of Mammoth Fireside Condominium No. 1 will be responsible for the entire expense of maintaining the Recreational Area.

HARRY L. MCKEE (S)

Harry L. McKee

STATE OF CALIFORNIA )  
COUNTY OF INYO ) ss.

On April 26th, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Harry L. McKee, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

DAVID C. WATKINS (S)

David C. Watkins

The undersigned hereby certifies that this is a true and correct copy of the original document recorded April 27, 1970 under recorder's fee number 2740.

TITLE INSURANCE AND TRUST CO.

By: \_\_\_\_\_