

**OWNER'S STATEMENT**

Certificate of record owner and security holder

We the undersigned hereby certify, that as of the date of recordation of this Condominium Plan, to being the record owners and holders of security interests in the real property described herein. We also hereby certify to the consent of the recordation of this Condominium Plan pursuant to Chapter 1, Title 6, Part 4, Division Second, California Civil Code, by the County Recorder, Mono County, California.

RECORD OWNER: MINARET DEVELOPMENT I CORPORATION, A California Corporation

BY: Doug Ogilvy, Vice President

State of California }  
County of Mono } ss.  
On August 23, 2001 before me,  
Joanna Forsythe  
a Notary Public in and for said County and State, personally appeared

Doug Ogilvy  
 personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and (optional) official seal:

Joanna Forsythe and print name  
Notary Public (sign) Joanna Forsythe  
My commission expires: May 10, 2003  
County of my principal place of business: MONO



**NOTES AND DEFINITIONS**

This is a plan for a "condominium project" as those terms are used and defined in Title 6, Part 4, Division Second, California Civil Code.

1. "Master Covenants" shall refer to the Declaration of Covenants, Conditions and Restrictions for The Village at Mammoth, A Master Planned Development, recorded in the Official Records of Mono County, California.
2. "Condominium Covenants" shall refer to the Declaration of Covenants, Conditions and Restrictions for The Village at Mammoth Phase I, recorded in the Official Records of Mono County, California.
3. "Phase One of the Condominium Project" shall refer to the three-dimensional condominium building envelope defined by the Condominium Covenants and located on the portion of Lot 1, Tract 36-193A more particularly identified by this Condominium Plan, and includes (a) the "Units" defined by the Condominium Covenants, including (i) 166 "Residential Units" numbered 2101 through 2103, 2105, 2107, 2111, 2115, 2117, 2121, 2125, 2129, 2202 through 2212, 2214 through 2218, 2220 through 2222, 2224 through 2226, 2228 through 2231, 2302 through 2312, 2314 through 2318, 2320 through 2322, 2324 through 2326, 2328 through 2331, 2402 through 2412, 2414 through 2418, 2420 through 2422, 2424 through 2426, 2428 through 2431, 3101, 3102, 3120, 3122, 3123, 3125 through 3129, 3202 through 3205, 3207 through 3211, 3214, 3215, 3217 through 3223, 3225 through 3229, 3302 through 3305, 3307 through 3311, 3314, 3315, 3317 through 3323, 3325 through 3329, 3402, 3404 through 3405, 3407 through 3411, 3414, 3415, 3417 through 3423, 3425 through 3428; (ii) 10 "Commercial Units" numbered C1 through C10; (iii) 6 "Mechanical Units" numbered MU1 through MU6; (iv) 1 "Commercial Unit PM" identified as CPM One; (v) 1 "Parking Unit" identified as Parking Unit One; (vi) 1 "Storage Unit" identified as Storage Unit One, and (b) the "Common Area" defined by the Condominium Covenants and identified hereon as "Common Area" or "CA".
4. "Units" shall refer to the elements of Phase One of the Condominium Project that are designed to be owned separately, and not in common, including the Residential Units, the Commercial Units, the Mechanical Units, Commercial Unit PM One (CPM One), Parking Unit One and Storage Unit One.
5. "Residential Unit" shall refer to a Unit designed for use for residential purposes and shall be identified herein by the unit number.
6. "Commercial Unit" shall refer to a Unit designed for general commercial uses and shall be identified herein by the letter "C" followed by the unit number.
7. "Mechanical Unit" shall refer to a Unit designed for the housing of mechanical systems and facilities and trash collection areas and shall be identified herein by the letters "MU" followed by the unit number.
8. "Commercial Unit-PM" shall refer to the Commercial Unit designated for use by a management agent and shall be identified herein by the designation "CPM One".
9. "Parking Unit" shall refer to the Unit designated for use as a parking facility and shall be identified herein by the designation of "Parking Unit One".
10. "Storage Unit" shall refer to the Unit designated for use for storage purposes and shall be identified herein by the designation of "Storage Unit One".
11. "Common Area" shall refer to all of Phase One of the Condominium Project other than the Units and shall be identified herein by the designation of "CA". Any portion of Phase One of the Condominium Project not designated otherwise shall be considered to be Common Area.
12. "Community Association Property" shall refer to the Phase One Community Association Property defined by the Condominium Covenants and governed by the Master Covenants and shall be identified herein by the designation of "Community Association Property". The Community Association Property is not a part of Phase One of the Condominium Project.
13. "Exclusive Use Common Area" shall refer to those portions of the Common Area allocated for the exclusive use by the owner of one or more Units, but fewer than all Units. The exclusive Use Common Areas have been identified hereon by the following designations:
  - a. "R" shall refer to those portions of the Common Area which are designated for the exclusive use of the owners of all Residential Units and include areas to be used for corridor, stairway, elevator, lobby, and similar purposes.
  - b. "RS" shall refer to those portions of the Common Area which are designated for the exclusive use of the owners of all Residential Units and include areas to be used for residential storage purposes.
  - c. "E" shall refer to those portions of the Common Area which are designated for the exclusive use of the owners of all Residential Units and include areas to be used for recreational enjoyment purposes.
  - d. "B" shall refer to those portions of the Common Area which are designated for the exclusive use of the owner of the particular Commercial or Residential Unit designated and include areas to be used for patio purposes on the ground level and balcony purposes on upper levels. The exclusive use of these areas shall be designated by the letter "B" followed by the Unit number to which the patio or balcony is appurtenant.
  - e. "HK-1" shall refer to those portions of the Common Area which are designated for the exclusive use of the owner of Commercial Unit PM One (CPM One).
  - f. "PU-1" shall refer to those portions of the Common Area which are designated for the exclusive use of the owner of Parking Unit One.
  - g. "SU-1" shall refer to those portions of the Common Area which are designated for the exclusive use of the owner of Storage Unit One.

14. The following are not a part of a Unit: bearing walls, columns, beams, floors, roofs, foundations, central heating, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof whenever located within the Unit.
15. For further definition of terms not otherwise defined on this Condominium Plan, refer to the Condominium Covenants.
16. All dimensions except subdivision boundaries are approximate as provided in Section 1351(e) of the California Civil Code.
17. All lines defining condominium ownership areas intersect at 90° unless noted otherwise.
18. Tie to building is to basement exterior wall.
19. 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 deeds and plans, regardless of setting or lateral movements of the building, and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.
20. The boundaries of the space in each Unit of the 185 Units are measured to the interior surfaces of the vertical, horizontal, and inclined planes of the limits of the dimensions shown on sheets 2 through 14 which are the interior finished surfaces of the perimeter walls, floors, ceilings, windows, and doors thereof, and the Unit includes both the portions of the building so described and the airspace so encompassed.
21. In the event of any conflict between the notes and the definitions set forth herein and the definitions contained in the Condominium Covenants, the Condominium Covenants shall control.

**RECORDER'S CERTIFICATE**

Document No. 2001094658 filed this 20<sup>th</sup> day of SEPT, 2001 at 3:22 P.M., in Book 2 of Condominium Plans at Pages 36-36 M at the request of Minaret Development One Corporation.

Renn Nolan  
County Recorder

\$46<sup>00</sup>

By: Delores Kula  
Deputy County Recorder

**SURVEYOR'S STATEMENT**

I hereby state that I am a Licensed Land Surveyor of the State of California and that this plan consisting of 10 sheets correctly represents: (1) A true and complete survey of the perimeter of the project, Lot 1 of Tract 36-193A, made under my supervision in November, 2000; and (2) the proposed locations of air spaces and buildings.

August 22, 2001  
Date



David A. Laverty  
David A. Laverty, L.S. 4587  
Expires 9/30/02

**LEGAL DESCRIPTION**

Lot 1 of Tract No. 36-193A as recorded in Book 10, Page 60-60c of Tract Maps, on file in the office of the County Recorder, Mono County, California.

**CONDOMINIUM PLAN FOR  
THE VILLAGE AT  
MAMMOTH - PHASE I**

TOWN OF MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

BEING A SUBDIVISION OF LOT 1 OF TRACT NO. 36-193A PER MAP RECORDED IN BOOK 10 OF TRACT MAPS, AT PAGES 60 THROUGH 60c