

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: Mammoth Hillside Development Company, LLC, a Delaware limited liability corporation

BY: Intrawest California Holdings, Inc., a California corporation, manager

BY: 


Phil Romero, Asst. Secretary

State of Nevada } ss.

County of Washoe }

On May 25, 2005 before me,

Kate Oiness
a Notary Public in and for said County and State, personally appeared

Douglas 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:

 Kate Oiness

Notary Public (sign and print name)
My commission expires: 7-14-2009

County of my principal place of business: Washoe



State of Nevada } ss.

County of Washoe }

On May 25, 2005 before me,

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Phil Romero

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Notary Public (sign and print name)
My commission expires: 7-14-2009

County of my principal place of business: Washoe



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.

- "Condominium Covenants" shall refer to the Declaration of Covenants, Conditions and Restrictions for Monache at the Village at Mammoth Condominiums, recorded in the Official Records of Mono County, California.
- "Phase One Parcel" shall refer to the three-dimensional condominium building envelope defined by the Condominium Covenants and located on the portion of Lot 1, Tract No. 36-210 more particularly identified by this Condominium Plan.
- "Phase Two Parcel" shall refer to the three-dimensional condominium building envelope reserved for future development as described by the Condominium Covenants and located on the portion of Lot 1, Tract No. 36-210 more particularly identified by this Condominium Plan.
- "Phase One of the Condominium Project" shall refer to the condominium development described in this Condominium Plan for the Phase One Parcel, and includes (a) the "Units" defined by the Condominium Covenants, including (i) 141 "Residential Units" numbered 201 through 209, 211, 213 through 217, 221, 223, 225 through 227, 229, 230, 301 through 309, 311, 313 through 321, 323, 325 through 327, 329, 330, 401 through 409, 411, 413 through 421, 423, 425 through 427, 429, 430, 501 through 509, 511, 513 through 521, 523, 525 through 527, 529, 530, 601, 603 through 609, 611, 613 through 621, 623, 625 through 627, 629, 703 through 709, 711, 713 through 721, 723, 725 through 727; (ii) 3 "Commercial Units" numbered C1 through C3; (iii) 1 "Parking Unit" identified as "Parking Unit One"; (iv) 1 Pool Unit identified as "Pool Unit" and; (v) 1 Fitness Unit identified as "Fitness Unit"; and (b) the Building Common Area defined by the Condominium Covenants and identified hereon as "BCA"; and (c) the Association Property defined by the Condominium Covenants and identified hereon as "Association Property".
- "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 Parking Units, the Pool Unit, and the Fitness Unit.
- "Residential Unit" shall refer to a Unit designed for use for residential purposes more specifically set forth in the Condominium Covenants and are identified on this Plan by the unit number.
- "Commercial Unit" shall refer to a Unit designed for general commercial purposes more specifically set forth in the Condominium Covenants and are identified on this Plan by the letter "C" followed by the unit number.
- "Parking Unit" shall refer to a Unit designed for use for parking purposes more specifically set forth in the Condominium Covenants and are identified on this Plan by the designation "Parking Unit One".
- "Pool Unit" shall refer to the Unit designed to house a swimming pool and related facilities to be used for purposes more specifically set forth in the Condominium Covenants and is identified on this Plan by the designation "Pool Unit".
- "Fitness Unit" shall refer to the Unit designated to house a fitness/exercise room and related facilities to be used for purposes more specifically set forth in the Condominium Covenants and is identified on this Plan by the designation "Fitness Unit".
- "Association Property" shall refer to the Association Property defined and governed by the Condominium Covenants and identified on this Plan by the designation "Association Property".
- "Building Common Area" shall refer to all of Phase One of the Condominium Project except the Units and the Association Property and is identified on this Plan by the designation "BCA". Any portion of Phase One of the Condominium Project not designated otherwise shall be considered to be Building Common Area.
- "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:
 - "R" shall refer to those portions of the Building Common Area which are designated for the exclusive use of the owners of all Residential Units.
 - "C" shall refer to those portions of the Building Common Area which are designated for the exclusive use of the owners of all Commercial Units.
 - "P" shall refer to those portions of the Building Common Area which are designated for the exclusive use of the owner of the Pool Unit.
 - "F" shall refer to those portions of the Building Common Area which are designated for the exclusive use of the owner of the Fitness Unit.
 - "B" shall refer to those portions of the Building Common Area which are designated for the exclusive use of the owner of the particular 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.
 - "HK" shall refer to those portions of the Building Common Area which are designated for the exclusive use of the owner of Commercial Unit described by the Condominium Covenants and identified on this Plan as Commercial Unit 2 (C2).

- "REST" shall refer to those portions of the Building Common Area which are designated for the exclusive use of the owner of Commercial Unit identified on this Plan as Commercial Unit 1 (C1).
 - "PU-1" shall refer to those portions of the Building Common Area which are designated for the exclusive use of the owner of Parking Unit One.
 - "PU-2" shall refer to those portions of the Building Common Area which are designated for the exclusive use of the owner of Parking Unit Two.
 - "SE" shall refer to those portions of the Building Common Area which are designated for the exclusive use of the owners of all Commercial Units for service elevator purposes.
- 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.
 - For further definition of terms not otherwise defined on this Condominium Plan, refer to the Condominium Covenants.
 - All dimensions except subdivision boundaries are approximate as provided in Section 1351(e) of the California Civil Code.
 - All lines defining condominium ownership areas intersect at 90° unless noted otherwise.
 - Tie to building is to the inner wall of "Parking Unit 1".
 - 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.
 - The boundaries of the space in each Unit of the 148 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.
 - 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. 20050158 filed this 7th day of June, 2005, at 3:28 P.M., in Book 2 of Condominium Plans at Pages 56-56L at the request of Mammoth Hillside Development Company.

Renn Nolan
County Recorder

By: 
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 13 sheets correctly represents: (1) A true and complete survey of the perimeter of the project, Lot 1 of Tract 36-210, made under my supervision in November, 2000; and (2) the proposed locations of air spaces and buildings.

May 26 2005
Date




David A. Laverty, L.S. 4587
Expires 9/30/08

LEGAL DESCRIPTION

Lot 1 of Tract No. 36-210 as recorded in Book Page of Tract Maps, on file in the office of the County Recorder, Mono County, California.

LEGEND REQUIRED BY CODE OF FEDERAL REGULATIONS (Title 24, Section 1710.209(g))

All 141 "Residential Units" defined under Note 4 of this sheet, and shown on subsequent sheets of this Condominium Plan, are included in the Statement of Record dated 7/13/05, OILSR# 7/231, filed with the Office of Interstate Land Sales Registration.

CONDOMINIUM PLAN FOR MONACHE AT THE VILLAGE AT MAMMOTH PHASE I

TOWN OF MAMMOTH LAKES, MONO COUNTY, CALIFORNIA
BEING A SUBDIVISION OF LOT 1 OF TRACT NO. 36-210
PER MAP RECORDED IN BOOK 10 OF TRACT MAPS, AT
PAGES 89 THROUGH 89B

