

20043
3932Unit 4
1/15/74**ORIGINAL**DECLARATION ESTABLISHING A PLAN OF
CONDOMINIUM OWNERSHIP

A. TRIMONT LAND COMPANY, (hereinafter called "Declarant") owns an interest in all that certain real property located in the County of Placer, State of California, more particularly described in Exhibit A, attached hereto and incorporated herein by reference thereto. The property is a "project" within the meaning of California Civil Code §1350 (3), is subject to the provisions of the California Condominium Act (Title 6, Part 4, Division Second of the Civil Code) and Declarant proposes to divide the project into condominiums. Declarant intends to impose upon the project mutually beneficial restrictions under a general plan of improvement for the benefit of all of the condominiums and their owners.

B. The project is part of a larger parcel intended to be developed in increments under a plan whereby the development, when completed, will be operated, managed and administered as one condominium project. The plan for merger of the various increments is set forth in Exhibit B, attached hereto and incorporated herein by reference thereto.

C. The project is part of a development known as "Northstar" created by that certain Declaration of Covenants and Restrictions, executed by Trimont Land Company on November 3, 1971 and recorded on November 11, 1971 in the Office of the Recorder of the County of Placer in Book 1384 at page 124 (Recorder's Series No. 25099) herein called the "Northstar Restrictions." The provisions hereof are subject to the Northstar Restrictions. The property described in Exhibit A has been made subject to the Northstar Restrictions by operation of that certain Condominium Certificate and Declaration of Annexation (the "Certificate"), executed by Declarant concurrently herewith and bearing even date herewith.

(Re-recorded to reflect changes in
exhibit 'C' & 'D')

OFFICIAL RECORDS
PLACER COUNTY-CALIF.
RECORD REQUESTED BY
WESTERN TITLE INS. CO.

AUG 6 10 35 AM '74

1.
MAURINE L. DOBBAS
COUNTY RECORDER

20043

29.00

OFFICIAL RECORDS
PLACER COUNTY-CALIF.
RECORD REQUESTED BY
WESTERN TITLE INS. CO.

FEB 15 9 50 AM '74

MAURINE L. DOBBAS
COUNTY RECORDER

3932

29.00

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NOW, THEREFORE, Declarant hereby declares that the property subject hereto shall be held, conveyed, used and improved subject to the following restrictions, all of which are part of a plan for improvement and division of the property into condominiums, under a plan to enhance and perfect the value, desirability and attractiveness thereof. All of the restrictions shall run with the real property and bind all parties having or acquiring any right, title or interest therein or any part thereof for the benefit of each owner of any portion of the project or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. This Declaration is made by Grantor pursuant to California Civil Code §1355.

1. Definitions. The terms used herein shall have the definitions provided in the NorthStar Restrictions, on the Map and in the Certificate. References to the Map herein shall be deemed to include the provisions of the Certificate explaining and defining the real property interests depicted thereon. The property described in Exhibit A is a Project Lot, and said property together with the increments merged thereto pursuant to Exhibit B shall be a Project. These restrictions are the Project Declaration applicable thereto.

2. No Partition. There shall be no judicial partition of the Project or any part thereof until the happening of the conditions set forth in paragraph 16 hereof. Nothing herein contained shall be deemed to prevent a judicial partition as between co-tenants of a single condominium.

3. Voting. Whenever votes of the Project Owners are required hereunder, each Owner, including Declarant,

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shall be entitled to cast the votes set forth in the schedule, attached hereto and marked Exhibit C, for each condominium owned by said Owner. Any Owner may attend meetings of the Project Owners and vote in person, or by proxy duly appointed by an instrument in writing signed by the Owner and filed with the Project Committee or the Manager. Where there is more than one record Owner of a condominium, all of such persons may attend any meeting of the Project Owners, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons. Any authorized agent of Declarant shall be entitled to vote with respect to any condominium owned by Declarant.

4. Meetings. The presence in person or by proxy at any meeting of the Project Owners having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Project Owners upon the affirmative vote of a majority of the voting power, present in person or by proxy.

(a) Annual Meeting. There shall be a meeting of the Project Owners on the second Tuesday of July of each year at 8:00 P.M. upon the Project Common Area or at such other reasonable place or time (not more than ninety (90) days before or after such date) as may be designated by written notice of the Project Committee delivered not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, the Project Committee shall present a certified audit of the Project fund, itemizing receipts and disbursements

for the preceding calendar year, the allocation thereof to each condominium and the estimated maintenance for the coming calendar year. Within thirty (30) days after the annual meeting, said statement shall be mailed to the Project Owners not present at said meeting.

(b) Special Meetings. Special meetings of the Project Owners may be called at any time for the purpose of considering matters which, by the terms of this Project Declaration, require the approval of all or some of the Project Owners, or for any other reasonable purpose. Meetings shall be called by written notice, signed by a majority of the Project Committee, or by Project Owners having one-fifth (1/5) of the total votes, and delivered not less than thirty (30) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered.

5. Notices. Any notice may be delivered either personally or by mail. If by mail, it shall be postage prepaid, addressed to each such Project Owner at the address given to the Project Committee for the purpose of service of such notice or to the condominium of such person if no address has been given. Such address may be changed from time to time by notice in writing to the Project Committee.

6. Election And Proceedings Of The Project Committee.

(a) Election. At each annual meeting, the Project Owners shall elect a Project Committee for the forthcoming year, consisting of five (5) Project Owners or duly authorized officers of corporate or partnership Project Owners; provided however, that the first

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Project Committee elected hereunder may be elected at a special meeting to serve until the first annual meeting. The first Project Committee shall be elected within thirty (30) days after conveyance of the first condominium. Every Project Owner entitled to vote at any election of members of the Project Committee may cumulate his votes and give one candidate a number of votes equal to the number of Project Committee members to be elected, multiplied by the number of votes to which such Project Owner is otherwise entitled, or distribute his votes on the same principle among as many candidates as he thinks fit. The candidates receiving the highest number of votes up to the number to be elected shall be deemed elected.

(b) Term. Members of the Project Committee shall serve for a term of one (1) year and until their respective successors are elected, or until their death, resignation or removal; provided that if any member ceases to be a Project Owner, his membership on the Project Committee shall thereupon terminate.

(c) Resignation And Removal. Any Project Committee member may resign at any time by written notice, and any Project Committee member may be removed from the Project Committee by vote of the Project Owners; provided that unless the entire Committee is removed, an individual member shall not be removed if the number of votes cast against his removal exceeds sixteen and two-thirds percent (16-2/3%) of the total vote of all Project Owners.

(d) Proceedings. Three (3) members of the Project Committee shall constitute a quorum. The Project Committee shall elect a chairman, who shall preside

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over both its meetings and those of the Project Owners. Meetings of the Project Committee may be called, held and conducted in accordance with such regulations as the Project Committee may adopt. The Project Committee may also act without a meeting by unanimous written consent of its members.

(e) Declarant Performs Functions. Until the first election of the Project Committee, the rights, duties and functions thereof shall be exercised by Declarant.

(f) Notice Of Election. After the first election of the Project Committee, Declarant shall record an affidavit stating the names of all members of the Project Committee. Thereafter, any two persons who are designated of record as being members of the most recent Project Committee (regardless of whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the then current Project Committee. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Project Committee and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

(g) Exculpation. The numbers of the Project Committee shall not be liable personally for any action or inaction taken or done in good faith, as a member of the Project Committee.

7. Authority Of The Project Committee. For the benefit of the condominiums and the Project Owners, the Project Committee shall enforce the provisions hereof and shall acquire and shall pay for out of the Project fund herein-

after provided for, the following:

(a) Necessary utility service for the Project Common Area, and to the extent not separately metered or charged, for the condominiums;

(b) A policy or policies of fire insurance with extended coverage endorsement, for the full insurable replacement value of the condominiums, payable as provided in paragraph 16, or such other fire and casualty insurance as the Project Committee shall determine gives substantially equal or greater protection to the Project Owners, and their mortgagees, as their respective interests may appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each condominium if any;

(c) A policy or policies insuring the Project Committee the Project Owners, and any Manager appointed as hereinafter provided, against any liability to the public or to the Project Owners and their invitees, or tenants, incident to the ownership and/or use of the Project, and including the personal liability exposure of the Project Owners. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars (\$300,000) for any one person injured Five Hundred Thousand Dollars (\$500,000) for any one accident, and Fifty Thousand Dollars (\$50,000) for property damage for each occurrence (such limits and coverage to be reviewed at least annually by the Project Committee and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall be cross-liability endorsed so that the rights of named insureds

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under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;

(d) The services of a person or firm to manage its affairs (herein called "the Manager") and such other personnel as the Project Committee shall determine are necessary or proper for the performance of its functions of operation of the Project;

(e) Legal and accounting services necessary or proper in the operation of the project or the enforcement of this Project Declaration;

(f) A fidelity bond naming the persons responsible for the Project Fund as principals and the Project Owners as obligees, for the first year in an amount at least equal to the estimated cash requirement for that year as determined under paragraph 10 hereof, and for each year thereafter in an amount at least equal to the total sum collected through the Project fund during the preceding year;

(g) Exterior painting, maintenance, repair and all landscaping of the Project Common Area and such furnishings and equipment for the Project Common Area as the Project Committee shall determine are necessary and proper. The interior surfaces of each condominium unit (and the interior surfaces of other areas the exclusive use of which is reserved to the Project Owner by easement) shall be painted, maintained and repaired by the Project Owner at his expense;

(h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Project Committee is required to secure or pay for pur-

suant to the terms of this Project Declaration or by law or which in its opinion shall be necessary or proper for the operation of the project or for the enforcement of this Project Declaration, provided that if any such materials supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance taxes or assessments are provided for particular condominiums, the cost thereof shall be specially assessed thereto;

(i) 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 Project Committee constitute a lien against the Project Common Area, rather than merely against the interests therein of particular Project Owners, provided that where one or more Project Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Project Committee by reason of said lien or liens shall be specially assessed to said Project Owners;

(j) Maintenance and repair of any condominium unit, if such maintenance or repair is reasonably necessary in the opinion of the Project Committee to protect the Project Common Area or preserve the appearance and value of the Project; and the Project Owner or Owners of said condominium 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 given by the Project Committee. The Project Committee shall levy a special

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assessment against the condominium of such Project Owner or Owners for the cost of such maintenance or repair.

The Project Committee shall have no authority to acquire and pay for out of the maintenance fund capital additions and improvements (other than for purposes of replacing portions of the Project Common Area, subject to all the provisions of this Project Declaration) having a cost in excess of One Thousand Dollars (\$1,000) except as expressly provided herein. This limitation shall not apply to repair or maintenance expenditures.

8. Project Committee Powers, Exclusive. The Project Committee shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the Project fund except as expressly otherwise provided herein.

9. Owner's Obligations To Repair. Except for those portions which the Project Committee is required to maintain and repair hereunder each Project Owner shall, at his sole cost and expense, maintain and repair his condominium unit, keeping the same in good condition.

10. Maintenance Fund: Assessments.

(a) Within thirty (30) days prior to the beginning of each calendar year the Project Committee shall estimate the net charges to be paid during such year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund). Said "estimated cash requirement" shall be assessed to each condominium in accordance with Exhibit D. Declarant shall be liable for payment of any assessment against condominiums

owned by Declarant. If said sum estimated proves inadequate for any reason, including nonpayment of any Owner's assessment, the Project Committee may levy a further assessment, which shall be assessed in like proportions, unless otherwise provided herein. Assessments made pursuant to this paragraph shall be paid in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Project Committee shall designate.

(b) All funds collected hereunder shall constitute the Project Fund shall be expended for the purposes designated herein.

No Project Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Project Common Area or abandonment of his or her condominium.

11. Default In Payment Of Assessments. All assessments levied pursuant to this Project Declaration are Project Assessments for the purposes hereof. Each Project Assessment shall be a separate, distinct and personal debt and obligation of the Owner of the condominium against which the same is assessed. The amount of any Project Assessment, plus interest at ten percent (10%) and costs, including reasonable attorneys fees, shall become a lien upon such condominium upon recordation of a notice of assessment as provided in Section 1356 of the Civil Code of the State of California. A certificate executed and acknowledged by a majority of the Project Committee stating the indebtedness secured by the lien upon any condominium created hereunder, shall be conclusive as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon re-

quest at a reasonable fee, not to exceed Twenty-Five Dollars (\$25).

12. Mortgage Protection. The liens created hereunder upon any condominium shall be subject to the mortgage protection provisions of the NorthStar Restrictions.

13. Delegation To Manager. The Project Committee may delegate any of its duties, powers or functions to any person or firm, (including, without limitation, the Association) to act as Manager, provided that any such delegation shall not bind the Project for a period in excess of one (1) year. Any Manager employed by Declarant shall manage only until the first election of Project Committee members.

14. Use Of Units And Common Area. The condominium units and Project Common Area shall be occupied and used as follows:

(a) Each condominium unit shall be used for residential purposes (including transient residential occupancy for income producing purposes) by the Owner, lessees, tenants or guests and purposes incidental thereto;

(b) There shall be no obstruction of the Project Common Area. Nothing shall be stored in the Project Common Area without the prior consent of the Project Committee except in designated storage or parking areas;

(c) Nothing shall be done or kept in any condominium unit or in the Project Common Area which will increase the rate of insurance on any part of the Project, without the prior written consent of the Project Committee. No Project Owner shall permit anything to be done or kept in his condominium unit or in

the Project Common Area which will result in the cancellation of insurance on any condominium unit or any part of the Project Common Area;

(d) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any condominium unit or in the Project Common Area, except that dogs, cats or other household pets may be kept in condominium units, subject to rules and regulations adopted by the Project Committee;

(e) No noxious or offensive activity shall be carried on in any condominium unit or in the Project Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Project Owners;

(f) Nothing shall be constructed in or removed from the Project Common Area except upon the written consent of the Project Committee; provided, however, that without such consents, Project Owners may make such alterations as do not adversely affect the structural integrity of any buildings or improvements or alter the exterior appearance of any part thereof, such permitted alterations to include, without limitation, interior remodeling of condominium units, and combining contiguous condominium units for use as a single residence;

(g) There shall be no violation of rules for the use of the Project Common Area adopted by the Project Committee and furnished in writing to the Owners, and the Project Committee is authorized to adopt such rules consistent with the provisions hereof;

(h) None of the rights and obligations of the

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Project Owners created herein, or by the Deed creating the condominiums shall be altered in any way by encroachments due to settlement or shifting of structures 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 a Project Owner or Owners if said encroachment occurred due to the wilful conduct of said Project Owner or Owners;

(i) Each Project Owner shall be responsible for compliance with the provisions hereof by his guests and lessees.

(j) There shall be exclusive easements to use the parking stalls, balconies, stairs and storage made appurtenant to each condominium unit by the Grant Deed thereto or assigned thereto on the Map. Use of the parking stalls, balconies, stairs and storage shall be subject to all of the provisions hereof. Parking stalls shall be used for parking of passenger motor vehicles only.

(k) There shall be non-exclusive easements appurtenant to each condominium unit to use all utility lines and installations, regardless of location within the Project, for the provision of utility services to the condominium units in a manner consistent with the use for which the condominium units are originally designed and built. No Project Owner or Owners shall alter, obstruct, interfere with or surcharge utility lines and services without the prior written consent of the Project Committee in each instance.

(l) There shall be non-exclusive easements appurtenant

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ant to each condominium unit for circulation, ingress and egress over pedestrian walkways from time to time located within the Project and for pedestrian and vehicular circulation, ingress and egress along the private drives shown on the Map. The private drives are Project Common Area and as such are subject to reasonable rules and regulations concerning use from time to time promulgated by the Project Committee.

15. Entry For Repairs. The Project Committee or its agents may enter any condominium unit when necessary in connection with any maintenance, landscaping or construction for which the Project Committee is responsible. Such entry shall be made with as little inconvenience to the Project Owners as practicable, and any damage caused thereby shall be repaired at the expense of the Project Fund.

16. Damage And Destruction. If the Project is damaged by fire or other casualty and said damage is limited to a single condominium unit, all insurance proceeds shall be paid to the Owner or Owners, or mortgagee or mortgagees of the Owner or Owners of such condominium unit, as their respective interests may appear, and such Owner or Owners, or mortgagee or mortgagees, shall use the same to rebuild or repair such condominium unit. If such damage extends to two or more condominium units, or extends to any part of the Project Common Area;

(a) If the available insurance proceeds initially

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offered or paid by the insurer do not exceed the sum of Ten Thousand Dollars (\$10,000) and the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than One Thousand Dollars (\$1,000), such insurance proceeds shall be paid to the insurance trustee hereinafter designated. The Project Committee shall thereupon contract to repair or rebuild the damaged portions of all condominium units and the Project Common Area, in accordance with the original plans and specifications therefor and the funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Project Committee shall levy a special assessment on all Project Owners, in proportion to the interest of each Owner in the Project Common Area, to make up any deficiency;

(b) If subparagraph (a) is inapplicable, then:

(1) all insurance proceeds shall be paid to a bank or trust company designated by the Project Committee to be held for the benefit of the Project Owners and their mortgagees as their respective interests may appear. The Project Committee is authorized to enter on behalf of the Project Owners into such agreement, consistent with this Project Declaration with such insurance trustee, relating to its powers, duties and compensation, as the Project Committee may approve;

(2) the Project Committee shall obtain firm bids (including an obligation to obtain a performance bond) from two or more responsible con-

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tractors to rebuild the Project and shall, as soon as possible thereafter, call a special meeting of the Project Owners to consider such bids. If the Project Committee fails to do so within sixty (60) days after the casualty occurs, any Project Owner may obtain such bids, and call and conduct such meeting as herein provided (failure to call such meeting, or to repair such casualty damage, within twelve (12) months from the date such damage occurred shall be deemed for all purposes a decision not to rebuild said building). At such meeting, the Project Owners may by sixty-six and two thirds percent (66-2/3%) vote of those present in person or by proxy elect to reject all of such bids and thus not to rebuild, or by fifty-one percent (51%) vote of those present in person or by proxy elect to reject all such bids requiring amounts more than One Thousand Dollars (\$1,000) in excess of available insurance proceeds. Failure to reject all bids shall authorize the Project Committee to accept the unrejected bid it considers most favorable;

(3) if a bid is accepted, the Project Committee shall levy a special assessment in proportion to the interest of each Owner in the Project Common Area, to make up any deficiency between the total insurance proceeds and the contract price for such repair or rebuilding, and such assessment and all insurance proceeds, whether or not subject to liens of mortgagees, shall be paid to said insurance trustee to be used for such rebuilding. If any

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Project Owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Project Committee shall make up the deficiency by payment from the Project Fund. Upon payment, the Project Committee shall let the contract to the successful bidder;

(4) upon an election not to rebuild, the Project Committee, as soon as reasonably possible and as agent for the Project Owners, shall sell the entire project, in its then condition, free from the effect of this Project Declaration, which shall terminate upon such sale, on terms satisfactory to the Project Committee. The net proceeds, and all funds held by said insurance trustee, shall thereupon be distributed to the Project Owners in proportions to the interest of each Owner in the Project Common Area, and to the mortgagees of the interests of the Project Owners, as their interests may appear.

(c) Within sixty (60) days after any such damage occurs, the Manager, or the Project Committee, or if they do not, any Project Owner, the insurer, the insurance trustee, or any mortgagee of any Project Owner, shall record a sworn declaration stating that such damage has occurred, describing it, identifying the building suffering such damage, the name of any 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 this Project Declaration, and that a copy of such sworn declaration has been served pursuant to the provisions of paragraph

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5 hereof on the Project Owners.

(d) If the Project Owners decide not to rebuild, either by calling a meeting and rejecting all bids presented or by failing to call such a meeting and failing to repair such damage within twelve (12) months after the damage occurs, then the Manager, or the Project Committee, or if they do not, any Project Owner or mortgagee of any Project Owner, shall record a sworn declaration setting forth such decision and reciting that under the provisions of this Project Declaration the prohibition against judicial partition provided for in paragraph 2 hereof has terminated. Upon final judgment of a Court of competent jurisdiction decreeing such partition, this Project Declaration shall terminate.

(e) The provisions of this paragraph cannot be amended without the unanimous written consent of the Owners.

17. Alterations, Additions And Improvements Of Common Area. There shall be no structural alterations, capital additions to, or capital improvements of the Project Common Area requiring an expenditure from the maintenance fund in excess of One Thousand Dollars (\$1,000) without the prior approval of Project Owners holding a majority of the total votes.

18. Audit. Any Project Owner may at any time at his own expense cause an audit or inspection to be made of the books and records pertaining to the Project. The Project Committee at the expense of the maintenance fund, shall obtain a certified audit of all books and records pertaining to the project at no greater than annual intervals and furnish copies thereof to the Project Owners.

19. Interpretation. The provisions of these

Restrictions shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium project subject to the provisions of the NorthStar Restrictions. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. The interests of all of the Owners are subject to the easements provided for in paragraph 14. Specification of particular easement rights in paragraph 14, in the Grant Deed for each condominium unit and on the Map shall not be construed to limit by implication or to negate the existence of other rights arising by reason of the overall plan of condominium ownership applicable to the Project.

20. Amendments. Except as otherwise provided herein, the provisions of this Project Declaration may be amended by an instrument in writing signed and acknowledged by record Project Owners holding two-thirds (2/3rds) of the total vote hereunder, which amendment shall be effective upon recordation in the Office of the Recorder of the County of Placer.

21. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity of any one provision or portion thereof shall not affect the validity of any other provision hereof.

22. Limitation Of Liability. Upon sale, transfer, assignment or other divestiture of a Project Owner's entire interest in his or her condominium the liability of the selling Project Owner for performance of any of the provisions hereof shall terminate with respect to obliga-

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tions arising from and after the date of such divestiture.

IN WITNESS WHEREOF, the undersigned has executed
this instrument this 31st day of January, 1977

"DECLARANT"

TRIMONT LAND COMPANY

By Don C. Odell

Its President

By Philip C. Smith

Its Secretary

STATE OF CALIFORNIA

CORPORATION ACKNOWLEDGEMENT

County of Placer

On this 31st day of January in the year one thousand nine hundred and seventy four

before me, David F. Betts, a Notary Public in and for
said County and State, residing therein duly commissioned and sworn, personally appeared

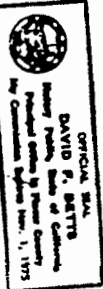
Donn C. Odell and Philip C. Smith

known to me to be the President and Secretary
of the corporation described in and that executed the within instruments, and also known to me
to be the person who executed the within instrument on behalf of the corporation therein named,
and he acknowledged to me that such corporation executed the same, pursuant to its by-
laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day
and year in this Certificate first above written.

David F. Betts
Notary Public in and for said County and State

My Commission Expires 11-1-75



P. O. BOX 1046, TAYLOR CITY, CA 95716

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