

UNIT 4
12-26-73

ORIGINAL

\$12.00

3931

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

FEB 15 9 50 AM '74

MAURINE I. DOBBAS
COUNTY RECORDER

CONDOMINIUM CERTIFICATE AND
DECLARATION OF ANNEXATION

A. TRIMONT LAND COMPANY (hereinafter called

"Declarant") owns an interest in all that certain real property more particularly described as:

"All property located within the boundaries of that certain subdivision map (the "Plat") entitled "Tract No. 260, Northstar Unit 4", filed in the Office of the Recorder of the County of Placer on Feb. 15, 1974, in Book k of Maps at Page 13."

The property shown on the Plat is part of a larger parcel intended to be developed in increments pursuant to the terms of a certain Declaration of Covenants and Restrictions (hereinafter called the "Northstar Restrictions"), executed by Declarant 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 and following (Recorder's Series No. 25099).

B. Declarant desires to annex Block 3 as shown on the Plat to Northstar pursuant to the terms of the Northstar Restrictions. The property located within Block 3, as shown on the Plat, is intended to constitute a "Project", as defined in the Northstar Restrictions, and Declarant desires to make the declarations and certifications required to designate the property as a Project and to make the other declarations and certifications required pursuant to the Northstar Restrictions and to complete the descriptions of the condominiums and the interests appurtenant thereto within the Project. Declarant also desires to provide that as Blocks 1 and 2, inclusive as shown on the Plat are merged into the Project pursuant to the terms of the Project Restrictions, hereinafter identified, such merger shall constitute annexation to Northstar for purposes of the Northstar Restrictions.

NOW THEREFORE, Declarant hereby makes the following declarations and certifications:

1. Condominium Certificate. Execution of the Owner's Certificate on page 1 of the Plat constitutes a certificate that:

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(a) The persons executing the Plat are all owners of and holders of security interests or have some right, title or interest in and to the real property included within the subdivision shown on the Plat;

(b) They are the only persons whose consent is necessary to pass a clear title to said real property; that they consent to the making and recording of the Plat and subdivision;

(c) The Plat constitutes and consists of a survey map and diagrammatic floor plans within the meaning of Section 1351 (i) and (ii) of the Civil Code of the State of California;

(d) They consent to the making and recordation of said Plat pursuant to Chapter 1, Title 6, part 4, Division 2 of the Civil Code of the State of California which is the California Condominium Act; and

(e) The portion of the Subdivision depicted on the Plat within Block 3, to which the Northstar Restrictions apply and the Project Restrictions hereinafter identified apply (with all requirements of merger and annexation fulfilled as therein provided) shall constitute a "Project" subject to the provisions of the California Condominium Act, Title 6, Part 4, Division 2 of the Civil Code and the provisions of the Northstar Restrictions.

2. "Project Restrictions" Identified. For the purposes of the Northstar Restrictions, the Project Restrictions applicable to the property shown on the Plat shall be that certain Declaration Establishing a Plan of Condominium Ownership, executed by Declarant, bearing even date and recorded concurrently herewith. Exhibit B attached to the Project Restrictions sets forth the plan of merger of the various increments shown on the Plat as Blocks 1 and 2. As merger occurs pursuant to the Project Restrictions, the increments

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merged shall constitute additions to the Project and additions to the Northstar Development, said merger with respect to said increments constituting annexation for purposes of the Northstar Restrictions pursuant to all of the provisions thereof.

3. Descriptive Notes. The following shall explain, supplement and define the incidents of the condominiums as shown on the Plat:

(a) "Unit" means a numbered parcel within a building shown on Sheets 5 and 6 (and more particularly defined on Sheet 7) of the Plat. The boundary lines of each Unit are the interior unfinished surface (exclusive of paint, paper, wax, tile, enamel or other finishings) of its perimeter walls, bearing walls, floors, fireplaces, ceilings, windows and window frames, door and door frames and trim, and includes both the portions of a Building so described and the airspace so encompassed.


(b) Designations of Units are by Unit Number and by Building number. The relative location and dimensions of Units within each Building number are shown on Sheet 7. The Building locations and relative location of Units are shown on Sheets 5 and 6 of the Plat.

(c) "Project Common Area" means all land and all portions of the property within the Project not located within any Unit and also includes, but not by way of limitation, all staircases and enclosures, roof covers and structures, foundations, pipes, ducts, flues, chutes, conduits, wires and other utility installations to outlets, bearing walls, columns and girders to the unfinished surface thereof, all regardless of location.

(d) The private drives shown on the Plat are Project Common Area. The owner of each Unit (regardless of the various increments less of the Block within which the Unit is located)

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shall have a non-exclusive easement of ingress and egress over the private drives for pedestrian and vehicular traffic for himself, his licensees and invitees appurtenant to his Unit and subject to the terms of the Project Restrictions.

(e) Each parcel designated as "Balcony", "Storage", or "Stairs", on Sheet 7 is a balcony, storage or stairs area, an easement for the exclusive use of which will be granted as an appurtenance of the Unit to which it is connected by the mark "" on Sheet 7 of the Plat.

(f) The owner of each Unit shall own an undivided interest in the Project Common Area in the Block within which his Unit is located, together with all easements appurtenant thereto.

(g) Each numbered parcel within the area designated "Parking Stalls" is a Parking Stall, an easement for the exclusive use of which may be granted as an appurtenance of any of the Units. "Parking Stalls" have an approximate dimension of ten (10) feet by twenty (20) feet.

(h) Sheets 5 through 7 of the Plat are diagrammatic floor plans within the meaning of Civil Code Section 1351 (ii), as supplemented by the provisions hereof. Floor and ceiling elevations for the Units shall be provided by supplementary certificate or certificates duly recorded in the Office of the Recorder of the County of Placer, State of California, referring to the Units shown hereon, setting forth said elevations and containing a certificate of the Owner that the elevations are true and correct. Each such supplemental certificate shall be part of the diagrammatic floor plans for the Project within the meaning of California Civil Code Section 1351 (ii).

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4. Annexation Declarations Required by Northstar Restrictions. Pursuant to paragraph 2(c) of the Northstar Restrictions, Declarant makes the following declarations:

(a) The property hereby annexed to Northstar constitutes Block 3 as shown on the Plat together with Parcel A. Parcel A is "Common Area". Block 3 is a "Project Lot". As additional Blocks shown on the Plat are merged with Block 3 pursuant to the merger provisions of the Project Restrictions above identified, said Blocks shall be merged to Northstar and be a part thereof pursuant to the provisions of the Northstar Restrictions and this Declaration of Annexation. Block 3 and the Blocks from time to time merged with it shall constitute a "Project" for purposes of the Northstar Restrictions.

(b) The property described herein has been and is being developed substantially in accordance with the Development Plan described in the Northstar Restrictions.

(c) Monthly assessments and special assessments levied pursuant to the Northstar Restrictions shall be allocated equally to each condominium from time to time made a part of the Project. The total cash requirement to be raised by monthly assessments and special assessments pursuant to the Northstar Restrictions shall be allocated between Condominiums and Lots subject to the Northstar Restrictions so that each Lot now subject to the Northstar Restrictions and each Condominium within the Project referred to herein shall be assessed equally except in those instances where the Northstar Restrictions permit unequal levy of special assessments.

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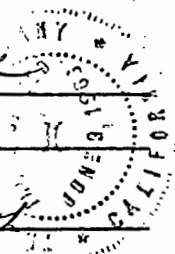
(d) Project assessments shall be allocated as provided in the Project Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 31st day of January, 1974.

"Declarant"

TRIMONT LAND COMPANY

By [Signature]
Its President
By [Signature]
Its Secretary



CONSENT OF FIBREBOARD

Fibreboard Corporation, a Delaware Corporation, Owner of an interest in portions of the property described on the Plat consents thereto and agrees that the same shall be binding upon and effective with respect to its interests in the property.

DATED: Jan. 30, 1974

FIBREBOARD CORPORATION

By [Signature]
Its _____

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STATE OF CALIFORNIA

CORPORATION ACKNOWLEDGEMENT

County of Placer

On this 30th day of January in the year one thousand nine hundred and seventy four

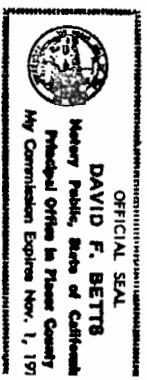
before me David F. Betts, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared Melvin L. Levine and V. H. Talcott

known to me to be the President and Assistant 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.

[Signature]
Notary Public in and for said County and State

My Commission Expires 11-1-75



P. O. BOX 1440, TAYLOR CITY, CA 9579

PLACER COUNTY

STATE OF CALIFORNIA

CORPORATION ACKNOWLEDGEMENT

County of Placer

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

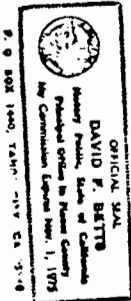
before me David F. Betts, a Notary Public in and for said County and State, residing therein duly-commissioned and sworn, personally appeared Donn C. Odell and Philip C. Smith

knows 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



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STATE OF CALIFORNIA

CORPORATION ACKNOWLEDGEMENT

County of Placer

On this 30th 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 Melvin L. Levine and V. H. Talcott

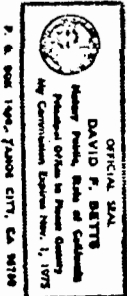
known to me to be the President and Assistant Secretary of the corporation described in and that executed the within instruments, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and he acknowledged to me that such corporation executed 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

3931



CONSENT OF FIBREBOARD

Fibreboard Corporation, a Delaware Corporation, Owner of an interest in portions of the property described on the Plat consents thereto and agrees that the same shall be binding upon and effective with respect to its interests in the property.

DATED August 29, 1974

FIBREBOARD CORPORATION

By: Melvin L. Levine

Its PRESIDENT

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO ss.

On this 4th day of SEPTEMBER in the year one thousand nine hundred and SEVENTY FOUR before me, CAROL A. SHAEFFER, a Notary Public, State of California, duly commissioned and sworn, personally appeared DAVID E. HARTLEY known to me to be the PRESIDENT of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the CITY & County of SAN FRANCISCO the day and year in this certificate first above written.

Carol A. Shaeffler
Notary Public, State of California
Commission Expires 9/25/77

Cowdery's Form No. 28 - Acknowledgment Corporation (C. C. Secs. 1190-1190.1)

Printed 5/72

STATE OF CALIFORNIA
COUNTY OF San Francisco ss.

On this 29th day of August in the year one thousand nine hundred and 74 before me, Sonia D. Gerber, a Notary Public, State of California, duly commissioned and sworn, personally appeared Melvin L. Levine known to me to be the President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City & County of San Francisco the day and year in this certificate first above written.

Sonia D. Gerber
Notary Public, State of California



Cowdery's Form No. 28 - Acknowledgment Corporation (C. C. Secs. 1190-1190.1)

Printed 5/72

EXHIBIT A

PROPERTY DESCRIPTION

All that real property designated Block 3 on that certain Subdivision Map entitled, "Tract 260, Northstar Unit 4", recorded in the Office of the Recorder of Placer County on Feb. 15, 1974, in Book K of Maps at page 13, with incidence of ownership as set forth in that certain Condominium Certificate and Declaration of Annexation dated Jan. 31st, 1974, and recorded concurrently herewith.

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PLAN OF MERGER

1. Definition of Merger. For the purposes hereof, "merger" with respect to the increments referred to as Blocks 1 and 2 as shown on the Map, shall be deemed to take place when the management and beneficial enjoyment thereof become unified in accordance with the provisions of paragraph 3 hereof with the management and beneficial enjoyment of the property described in Exhibit A (hereinafter referred to as Block 3).

2. Effectuation of Merger. Merger shall take effect with respect to the Blocks described in Schedule 1 upon the happening of all of the following conditions with respect thereto:

(a) Condominium Plan. Declarant shall have recorded with respect to said Block or Blocks a condominium plan, depicting diagrammatic floor plans of the condominium units and otherwise complying with the requirements of California Civil Code Section 1351.

(b) All subject to and in accordance with the conditions imposed pursuant to Conditional Use Permit issued by the County of Placer in April 1971, under its number (LDA-674);

(1) Block one shall have been developed into not less than 43 condominiums nor more than 53 condominiums;

(2) Block two shall have been developed into not less than 51 condominiums nor more than 61 condominiums;

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(c) Certificate of Compliance. Declarant shall have recorded a certificate stating that the foregoing conditions have been fulfilled with respect to the particular Block as to which they have been fulfilled, that merger with respect to that Block has been consummated and that said development and merger are in accordance with all applicable laws, administrative orders, regulations, rulings and ordinances of any state or municipal authority applicable to development and sale of the property.

If the foregoing conditions have not been fulfilled within five (5) years from the date hereof, then the right of Declarant to constitute a merger with respect to any of the Blocks not then merged shall forthwith terminate.

3. Effect of Merger. From and after the effective date of a merger in accordance with the provisions of paragraph 2 hereof, the following consequences shall ensue:

(a) Use of Common Area. The owners of condominiums in each of the merged Blocks shall have non-exclusive rights to use Common Area in each Block to the same extent as do the owners of condominiums in that Block.

(b) Assessment. The condominiums in each of the merged Blocks shall be assessed pursuant to the Restrictions in accordance with the assessment factors established thereunder and in the certificate of merger recorded under paragraph 2(c) with reference to an estimated cash requirement treating all of the merged Blocks as one. Notwithstanding the foregoing, however, the condominiums in newly merged Blocks shall not be assessed nor shall they have any obligation with respect to debts, deficits or obligations existing at the effective date of the merger.

(c) Voting. The owners of condominiums in each merged Block shall have the votes provided for in the

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applicable certificate of merger and the total vote shall be the total of all of the votes attributable to the condominiums in all of the merged Blocks.

(d) Election of Board. At the annual meeting of the owners next following a merger and at all subsequent meetings, the Board to be elected shall govern both of the merged Blocks. At a special meeting called for the purpose after a merger, the owners may remove the existing Board and elect a Board to govern both of the merged Blocks until the next annual meeting. Procedures for calling and holding such meetings shall be those set forth in the Declaration to which this Plan is attached.

(e) Interpretation. For purposes hereof, each of the Blocks after merger shall be treated as part of a project, developed as a whole from the beginning, except to the extent expressly otherwise provided therein. It is the purpose hereof to provide that from and after the date of merger, all of the Blocks merged shall be treated as though they had been developed, divided into condominiums, held, occupied, and used by the owners thereof as a single, undivided project.

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EXHIBIT C
Unit 4, Block 3
1/28/74

ALLOCATION OF VOTING RIGHTS WITHIN
BLOCK 3

Each Unit shall have the following votes:

<u>UNITS</u>	<u>VOTES PER UNIT</u>
106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144	.86
105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143	1.14

*incorrect - C+D
Re-Recorded
8/6/74
Vol 1584 pg. 597*

EXHIBIT D
1/28/74
Unit 4

ASSESSMENTS

Insurance premiums chargeable against the condominiums in Block 3 shall be allocated to each condominium in Block 3 in proportion to the percentage interest of each condominium in the Project Common Area in Block 3.

The balance of the estimated cash requirement shall be allocated to each condominium in accordance with the following formula:

Balance of estimated cash requirement divided by the total number of condominiums within the project at the time of allocation multiplied by the "Assessment Factor" for each condominium within Block 3 in accordance with "Assessment Factor Schedule" detailed below.

<u>UNIT NO.</u>	<u>ASSESSMENT FACTOR</u>
106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144	.86
105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143	1.14

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