

# CONDOMINIUM PLAN FOR LOT "I" TRACT 36-122

SNOWCREEK II  
CONSISTING OF 8 SHEETS  
BEING ALL OF LOT "I" ON THAT CERTAIN  
TRACT No. 36-122  
COUNTY OF MONO, CALIFORNIA  
**CREEGAN & D'ANGELO**  
CONSULTING ENGINEERS  
SAN JOSE, CALIFORNIA

1. This is a "Plan" for a condominium "Project" as those terms are used and defined in Title 6, Part 4, Division II of the California Civil Code.
2. PROJECT LEGAL DESCRIPTION  
All of Lot 1, Tract 36-122 in the County of Mono, State of California according to the map thereof recorded in Book 9, at Pages 26-26A of Plats, Mono County Records.
3. Each "Unit" as that term is used and defined in the above-referenced provisions of law, is identified by an arabic numeral and a letter or letters which denote the floor plan of each such Unit. The Units designated in the Plan as "A" or reverse floor plan for "A", "AR" are "A" Units; the Units designated in the Plan as "C" or reverse floor plan for "C", "CR" are "C" Units; the Units designated in the Plan as "D" or reverse floor plan for "D", "DR" are "D" Units, and the Units designated in the Plan as "G-324" through "G-331" inclusive, are "G" Units. Units "A"/"AR", "C"/"CR" and "D"/"DR" are Residence Units and Units "G" are garage units. The Project contains twenty-six (26) "C"/"CR" Units, numbered 288 to 291, inclusive, 292, 294, 297 to 304 inclusive, 306 to 309 inclusive, 312, 313, 315, to 318, inclusive, 321, 322; eleven (11) "D"/"DR" Units, numbered 287, 292, 295, 296, 305, 310, 311, 314, 319, 320, 323; eight (8) "G" Units, numbered 324 to 331, inclusive, for a total of thirty-seven (37) Residence Units and eight (8) Garage Units, together with the Common Area, designated as Lot 1, Tract 36-122.

4. Each Residence Unit is composed of two (2) elements, shown and defined herein as Residential Element, "A"/"AR", "C"/"CR" and "D"/"DR", and as Balcony Element, "B".

The boundaries of the Residential Element are the interior unfinished surfaces of the perimeter walls, floors, fireplaces, ceilings, exposed beams, windows and window frames, doors and door frames, and includes that portion of the buildings and improvements so described and the air space so encompassed as approximately shown hereon. The boundary limits of each balcony are: The lateral boundaries are the exterior finished surfaces of the perimeter walls, windows and doors of the adjacent structures where such surfaces adjoin each such balcony and the exterior finished surfaces of the perimeter walls, floors and ceilings of each such balcony where such surfaces exist, and the space encompassed by all of the foregoing. In the event that the contiguous structures or improvements do not completely enclose the balcony element, the lateral boundaries shall be vertical planes and projections thereof at the approximate dimensions shown herein.

5. Each of air spaces G-324 to G-331 inclusive, is an enclosed garage. The boundaries of each such garage are the interior finished surfaces of the perimeter floor and the interior unfinished surfaces of the perimeter walls, windows, ceilings, and doors thereof and each such Garage includes the improvements lying within said boundaries except as stated herein and the air space so encompassed by said boundaries.
6. The Common Area as that term is used and defined in the above referenced provisions of law, is all of the land and real property included within the boundary lines of the Project, except those portions shown and defined herein as Residence Units 287 to 323 inclusive, and Garage Units, 324 to 331 inclusive.
7. Except as provided in Note 8 herein, the following are not part of a Unit: walls, floors, roofs, foundations, pipes, flues, chutes, conduits, wires, and other utility installations wherever located.
8. The following are part of the Unit which they serve: pipes, ducts, flues, chutes, conduits, wires and other utility installations not located above the interior surfaces of the ceiling, below the interior surface of the floor, or outside the interior surface of the perimeter walls of the Unit; central heating and central air conditioning equipment; plumbing fixtures; electric switches, fixtures and outlets; hot water heaters; kitchen, bathroom and other built-in cabinets; built-in kitchen appliance; floor and wall tile, non-bearing walls other than perimeter walls and any doors in them; carpets, pads and other floor coverings; wall and ceiling coverings, paint and other finishing material.

9. In interpreting deeds and this Plan, the existing physical boundaries of the Units or the Units 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 this Plan regardless of settling or lateral movement of the buildings and regardless of minor variance between the boundaries shown on this Plan or in the deed and those of the building.
10. The dimensions shown on the Plan for the living space of a Unit are the dimensions of the interior surface of the perimeter wall of the Unit.

## CERTIFICATE OF RECORD OWNER AND SECURITY HOLDER

THE UNDERSIGNED CERTIFY THAT AS OF THE DATE OF RECORDATION OF THIS CONDOMINIUM PLAN WE ARE THE RECORD OWNER AND HOLDER OF THE SECURITY INTEREST IN AND TO THE REAL PROPERTY DESCRIBED HEREIN. WE FURTHER CERTIFY THAT WE CONSENT TO THE RECORDATION OF THIS PLAN IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONO, CALIFORNIA.

### RECORDED OWNER:

DEMPSEY CONSTRUCTION CORPORATION, A CALIFORNIA CORPORATION

By [Signature] By [Signature]

### SECURITY HOLDER

### BENEFICIARY:

FIDELITY SAVINGS & LOAN ASSOCIATION, A CALIFORNIA CORPORATION

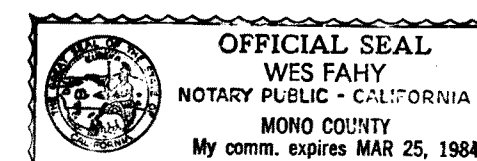
By [Signature] By [Signature]

STATE OF CALIFORNIA }  
COUNTY OF MONO }

ON THE 5TH DAY OF SEPTEMBER BEFORE ME WESLEY S FAHY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED T. DEMPSEY AND G. S. FRAMPTON OF DEMPSEY CONSTRUCTION CORPORATION, A CALIFORNIA CORPORATION, AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN SAID COUNTY THE DAY AND YEAR FIRST ABOVE WRITTEN.

[Signature]  
NOTARY



STATE OF CALIFORNIA }  
COUNTY OF ALAMEDA }

ON THE 18 DAY OF AUGUST 1980, BEFORE ME Linda M. Smith, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Joe Burch, Sandra M. Barrett FIDELITY SAVINGS & LOAN ASSOCIATION, A CALIFORNIA CORPORATION, AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

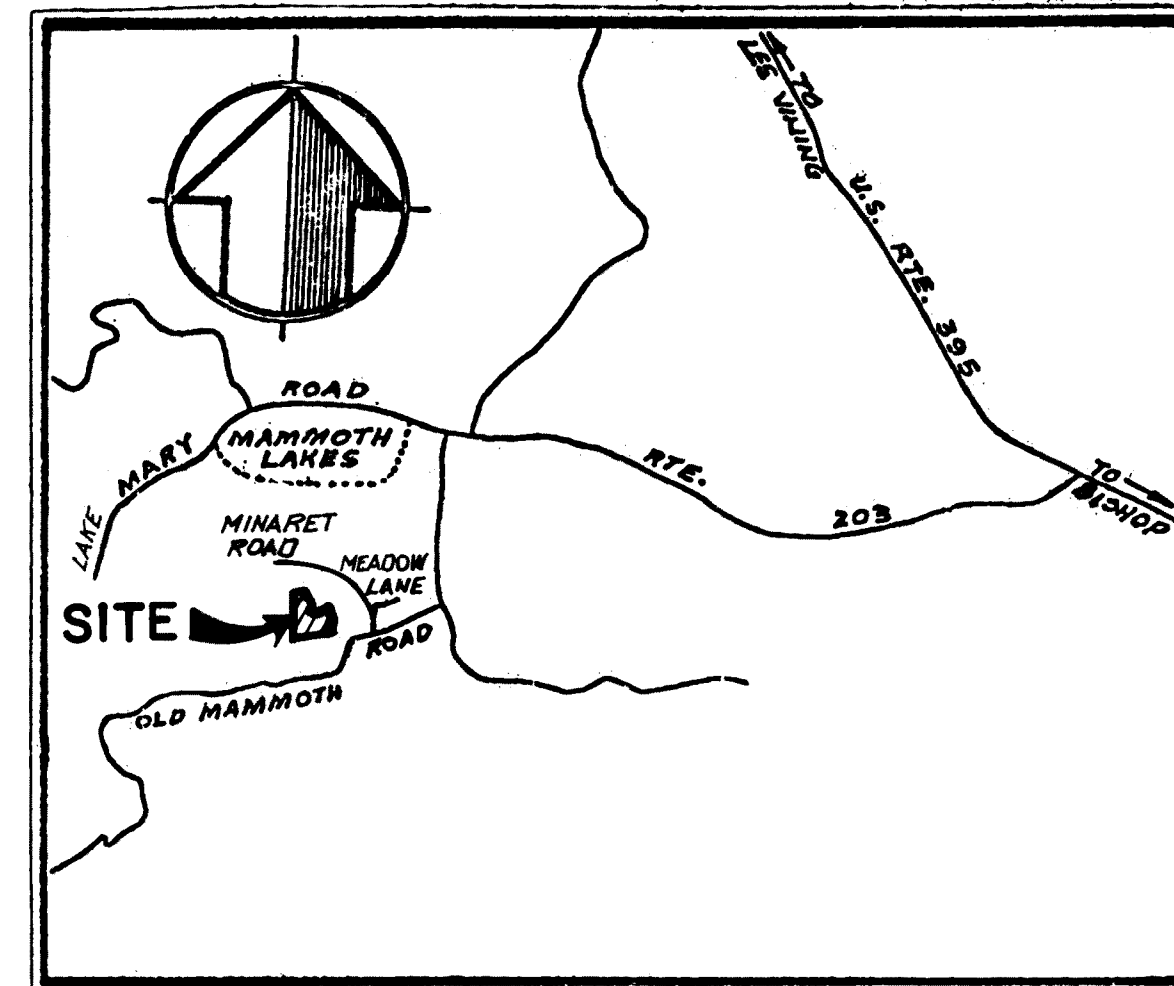
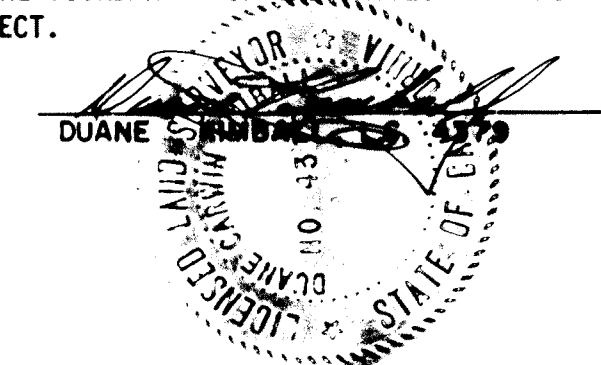
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN SAID COUNTY THE DAY AND YEAR FIRST ABOVE WRITTEN.



[Signature]  
NOTARY

STATE OF CALIFORNIA }  
COUNTY OF MONO }

I, DUANE KIMBALL, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF CALIFORNIA, AND THAT THE BOUNDARIES OF THE PROJECT AS SHOWN ON SHEETS



## VICINITY MAP

Scale: 1" = 1 mile  
8-8-80

SHEET 1 OF 8 SHEETS

FILE # 1563 FILED DATE 9-16-80 BOOK 1 OF MAPS PAGE 11 & 11-24