



First American Title Insurance Company

10833 Donner Pass Road, Suite 102, Truckee, CA 96161 Phone (916) 587-4691 FAX (916) 587-0173

September 5, 1997

William H. Boreen
3417 Tully Road #28
Modesto, CA 95356

Our Escrow No.: 28623 KV
Property Address: 12951 Northwoods Blvd. #1, Truckee, CA 96161

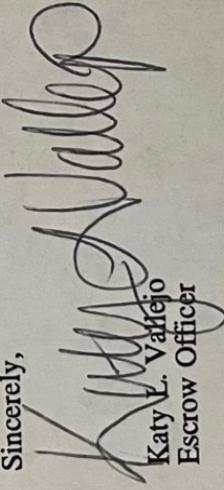
We have completed the above numbered escrow and enclose the following items:

1. Copy of CC&Rs for your records.

Any recorded documents to which you may be entitled will be forwarded directly by the Recorder's Office. The policy of title insurance will follow under separate cover.

Thank you for giving us the opportunity to serve you. We invite you to call upon us whenever we can be of assistance.

Sincerely,



Kary L. Valdejo
Escrow Officer

/kv

encl.

RECORDED AT THE REQUEST OF:
CALIFORNIA LAND TITLE COMPANY
OF NEVADA COUNTY

WHEN RECORDED MAIL TO:
Lesley J. Mirehouse
P.O.Box 8996
Truckee, CA. 96162

93-45517

93 45517 OFFICIAL RECORDS
REQUESTED BY
CALIF LAND TITLE CO MDW
12-23-1983/10:30 AM
BRUCE C. BOLINGER
NEVADA COUNTY RECORDER
RECORDING FEE-12 PAGES
\$53.00

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FIREHOUSE TOWNHOUSES

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DECLARATION
OF
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OF
FIREHOUSE TOWNHOUSES

THIS DECLARATION is made on the date hereinafter set forth by Lesley J. Mirehouse, and individual (herein referred to as "Declarant").

RECITALS

Description of Real Property. Declarant is the owner of that certain real property in the Town of Truckee, County of Nevada, State of California, which is more particularly described on Exhibit "A" attached hereto and incorporated herein.

Improvements. Declarant has improved the Project by constructing it into four residential townhouse Lots improved with dwellings ("Lots") and one common area Lot with improvements ("Common Area")

Ownership Interests. Each owner shall receive fee title to his Lot, a membership in the Firehouse Townhouses Association ("Association"), a non-exclusive easement for use, enjoyment, ingress and egress over the Common Area, and such other interests as are provided herein.

Common Plan for Project. By this Declaration, Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Project and interests therein conveyed.

NOW, THEREFORE, Declarant hereby declares that the real property described on Exhibit "A" shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are covenants, conditions, restrictions and protecting the value and for the purpose of enhancing and protecting the Plan for attractiveness of the Project, in accordance with the Plan for improvement of the Project and the division thereof into Lots. Pursuant to California Civil Code Sections 1353 and 1354, all of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land, be enforceable as equitable servitudes and shall be binding upon Declarant and her successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

DEFINITIONS

In addition to other definitions provided herein, the following terms shall have the following meanings:

(a) "Project" shall mean the entire real property described in Exhibit "A", including all structures and improvements erected thereon, Common Area and easements;

(b) "Lot" shall mean any parcel of land shown on the Map;

(c) "Map" shall mean that parcel map entitled "Firehouse Townhouses," which Map recorded ~~Member 23-1443~~ in Book 18 of Maps, Page 212 of the Official Records of Nevada County;

(d) "Unit" shall mean a dwelling structure on a Lot;

(e) "Common Area" shall mean the plot of land designated Lot 5 as shown on the Map;

(f) "Restricted Common Area" shall mean that portion of the Common Area designated for the exclusive use of one or more, but fewer than all, of the owners of separate Lots;

(g) "Declarant" shall mean Lesley J. Mirehouse, an individual, her successors and assigns;

(h) "Declaration" shall mean this Declaration, and any amendments, modifications or supplements thereto;

(i) "Party Walls" means any improvements that are constructed on the property line of any two adjoining Lots, a portion of which is located on each of the two adjoining Lots;

(j) "Owner" or "Owners" shall mean the record holder or holders of title, if more than one, to any Lot in the Project. This shall not include contract sellers or persons or entities having any interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, the purchaser, rather than the fee Owner, shall be considered the "Owner";

(k) "Association" shall mean the Owners of Lots in the Project, their successors and assigns;

(l) "Member" shall mean a person or entity holding a membership in the Association as provided herein;

(m) "Common Expenses" shall mean and include the actual and estimated expenses of operating the Project and any reasonable reserve for such purposes as found and determined by the Association and all sums designated as Common expenses by or pursuant to this Declaration;

(n) "Assessment" shall mean that portion of the Common Expenses which is to be paid by each Lot Owner as determined by the Association;

(o) "County" shall mean the County of Nevada, California, the County in which the Project is located;

(p) "Improvements" shall mean all structures and improvements on the Project, including, but not limited to, buildings, paving, fences and landscaping.

PROPERTY RIGHTS

2.01. Common Area. The Common Area shall be for the use and benefit of the Members. The Common Area shall be maintained by the Association as provided in Article IV.

2.02. Restricted Common Areas. The portions of the Common Area referred to as the "Restricted Common Areas" on the Map are hereby set aside and allocated for the exclusive use of the Owner of the Lot to which they are appurtenant.

2.03. Partition Prohibited. The Common area shall remain undivided. No owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the project.

2.04. Easements. In addition to any and all other easements contained in this Declaration, the Project shall be subject to the following easements:

(a) Owners' Easements. Every Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Area, including ingress and egress to and from his Lot. However, such nonexclusive easements shall be subordinate to, and shall not interfere with, exclusive easements over the Restricted Common Area. Each such nonexclusive easement shall be appurtenant to and shall pass with the title to the Lot.

(b) Easements for Utilities and Maintenance. Easements over and under the Project for the installation, repair and maintenance of electric, telephone, water, gas and sanitary sewer lines and facilities, heating facilities, cable television lines, drainage facilities, walkways and landscaping as shown on the Recorded Map of the property, and as may be hereafter required or needed to service the Project, are hereby reserved by Declarant and his successors and assigns, including the Associations, together with the right to grant and transfer the same.

(c) Encroachment Easements. Each Lot within the Project is hereby declared to have an easement over all adjoining Lots and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachment over adjoining Lots or Common Area shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

(d) Entry for Repairs. The Association may authorize its agents and employees to enter upon any Lot and/or Restricted Common Area when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible, to effect emergency repairs or to effect necessary repairs which the Lot Owner has failed to perform as required by this Declaration. Such entry shall be made with as little inconvenience to the Owner as practicable and any damage caused thereby shall be repaired by the Association at the expense of the Association. Except in case of an emergency, 24 hour advance notices shall be given to the Owner or occupant.

2.05 Owners Easement for Party Wall. Each attached Lot that shares a Party Wall with an adjoining Lot and its Owner is declared to have an easement appurtenant, and the same is granted by Declarant, on, over, and upon such adjoining Lot for such Party Wall, including the right to enter such adjoining Lot to service and maintain such easement and to service, maintain, repair, or replace the improvements constituting such Party Wall. Such entry shall be at reasonable times after prior notice, except that in case of an emergency the right to entry shall be immediate. No Owner shall alter the shape, size or construction or use any materials different from those used in the initial construction of any such Party Wall without the written consent of the Association.

2.06 Party Walls. The following provisions shall apply with regards to Party Walls in this project:

- (a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Project and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willfull acts or omissions shall apply thereto.
- (b) Sharing or Repairs and Maintenance. The cost of reasonable repairs and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use.
- (c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall may restore it, and if the other Owner thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or willfull acts or omissions.
- (d) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing necessary protection against such elements.
- (e) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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(F) Arbitration. If any dispute arises concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

ARTICLE III

USE RESTRICTIONS

3.01 Use Restrictions. The use restrictions for the Project shall be as stated in the First Restated Declaration of Covenants and Restrictions of Tahoe Donner Article VIII, Use of Properties and Residential Lots, Section 1, Residential Lots, Multiple Family (Residential, Commercial and Multiple Family) as amended from time to time including future amendments.

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MAINTENANCE OBLIGATIONS

4.01 Association Maintenance Obligations. The Association shall be responsible for maintaining the following in good condition and repair:

(a) Common Area Improvements. The Association shall maintain or provide for the maintenance of all Common Area Improvements, including but not limited to, any utility buildings and utility laterals located within the Common Area. The Association shall also be responsible for repair of the driveway located on the Common Area serving the individual Lots.

(b) Exterior Painting. In order to preserve the exterior harmony and appearance of the project, The Association shall perform all painting and/or staining of the exterior wall surfaces and exterior trim of each Unit and shall repair, repaint or resurface the fences and/or walls within the Common Area of the Project.

(c) Roofs. The Association shall repair and replace the roof of each Unit and garage, as needed.

(d) Fences and Walls. All fences and walls shall be maintained and replaced as necessary by the Association.

(e) Snow Removal. The Association shall provide for the removal of snow from the Common Area driveway and walkways.

(f) Garbage Removal. The Association shall provide for the removal of household garbage from the Common Area garbage enclosure.

4.02 Owner's Maintenance Obligations. Except for exterior maintenance to be performed by the Association as specified above, each Owner shall be responsible for maintaining in good condition and repair his Unit and Lot, including specifically:

(a) Doors. Each Owner shall maintain and repair or replace the entry door to his Unit, provided that any painting or staining shall be in the same color has been approved by the Association.

(b) Glass. All windows and sliding glass doors shall be repaired and replaced by the individual Owners.

(c) Appliances and Equipment. Each Owner shall be responsible for maintaining, repairing and replacing all appliances within his Unit, including heating equipment, water heaters, plumbing and lighting fixtures, or other mechanical equipment servicing his particular Unit.

(d) Utility Connections. Utility lines and connections, including sewer, electrical, plumbing and gas lines, which are located within a Unit and provide service to the Unit, shall be maintained and repaired by the Owner of the Unit in question and/or the utility company involved rather than by the Association.

(e) Interior. Each Owner shall maintain the interior of his

residence and shall be entirely responsible for the painting,

decorating, cleaning and maintenance thereof, including all

personal property and fixtures therein.

(f) Restricted Use Common Area. Each Owner shall be responsible for the maintenance of his Restricted Use Common Area.

If an Owner fails to maintain his Lot or his Restricted Use Common Area as provided herein in a manner which the Association reasonably deems necessary to preserve the safety, appearance and/or value of the Project, the Association may notify the Owner of the work required and request that it be done within a reasonable and specific period. If the Owner fails to perform such maintenance and/or repairs within said period, the Association shall have the right to enter upon the Lot and/or Restricted Use Common Area to cause such maintenance and/or repair to be performed. Cost of any such repairs or maintenance shall be charged to the Owner through an individual charge as provided in Article 17 hereof.

Notwithstanding the foregoing, in the event of an emergency arising out of the failure of an Owner to maintain his Lot and/or Restricted Use Common Area, the Association shall have the right, through its agents and employees, to immediately enter the Lot and/or Restricted Use Common Area to abate the emergency and individually charge the cost thereof to the Owner.

ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING

5.01. Associations to Manage Project. The management of the Project shall be vested in the Association in accordance with this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Project.

5.02. Membership. Each Owner shall be a member of the Association, and shall remain a member thereof until such time as ownership ceases for any reason, at which time such membership in the Association shall automatically cease.

5.03. Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way. Any attempt to make a prohibited transfer is void. Any person or entity acquiring fee title or equitable title to a Lot, whether by reason of a deed from the Owner or through a foreclosure, shall within 15 days of acquiring such title inform the Association in writing of the date such title transferred and the name or names in which title is held.

5.04. Voting. All members of the Association shall be entitled to one vote for each Lot owned. When more than one person or entity owns a Lot, all such persons and entities shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

5.05. Co-Owner Voting. The vote for each Lot may not be cast on a fractional basis. If the Co-Owners of a Lot are unable to agree among themselves as to how their vote shall be cast, they shall forfeit the vote on the matter in question. If only one Owner exercises the vote of a particular Lot, it shall be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot. If more than one Co-Owner exercises the vote for a particular Lot, their votes shall not be counted and shall be deemed void.

5.06. Membership Meetings. Regular and special meetings of members of the Association shall be held at the discretion of the members. Written notice of each meeting of the members shall be given by the member calling such meeting, by mailing a copy of such notice, postage paid, at least 10 days before such meeting to each member, addressed to the member's address last appearing as a record of the Association. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

POWERS AND DUTIES OF THE ASSOCIATION

6.01. Powers and Duties of Association. In addition to the Powers generally provided for elsewhere herein, and without limiting the and duties:

- (a) Delegation of Powers. To delegate all powers to committees, employees, or agents of the Association as expressly authorized by this Declaration.
 - (b) Agents. To employ agents and to contract with independent contractors to perform all or part of the duties and responsibilities of the Association.
 - (c) Maintenance. To maintain the Project as required by the provisions of this Declaration.
 - (d) Supervision. To supervise all agents and employees of the Association and see that their duties are properly performed.
 - (e) Assessments and Liens. To levy and collect assessments and as provided in this Declaration to impose liens.
 - (f) Utilities. To acquire, provide and pay for garbage disposal, electrical and other utility services as necessary.
 - (g) Contracts. To contract for goods and/or services for the Common Area facilities and interest or for the Association.
 - (h) Emergency Repair. To enter upon any privately owned Lot as necessary in connection with construction, maintenance or emergency repair for the benefit of the Common Area of the Owners in common.
- 6.02. Property Taxes and Assessments. Each Owner shall be obligated to pay any taxes or assessments levied by the County Assessor against his Lot and personal property. To the extent not paid to or paid directly by the Owners, the Association shall pay real and personal property taxes and assessments levied by the County.
- 6.03. Insurance. The Association shall obtain from generally accepted insurance carriers, and maintain in effect at all times, the following insurance at Common Expense:
- (a) Liability Insurance. The Association shall obtain and maintain comprehensive public liability insurance insuring the Association and each Owner against any liability incident to the ownership, use or maintenance of the Common Area, maintenance of the Lots and other maintenance obligations including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such liability shall not be less than \$1,000,000 (one million dollars) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such policy may provide for a reasonable deductible.

(b) Fire, Casualty and Extended Coverage Insurance. The Association shall also obtain and maintain a policy of fire, casualty and extended coverage insurance for the full insurable replacement value (without deduction for depreciation) of all of the improvements within the Project (including Common Area and all Lots). Such Policy may provide for a reasonable deductible. The form, content, term of policy, its endorsements and the issuing company shall meet the reasonable standards of all first mortgagees. The policy shall name as insured the Association for the benefit of the Owners and all mortgagees as their respective interest shall appear.

(c) Payment of Premiums. Premiums on insurance maintained by the Association shall be a common expense funded by Assessments levied by the Association.

6.04. Discharge of Liens. The Association shall discharge by payment, if necessary, any lien against the Common Area, and assess the cost thereof to the Owners responsible for the existence of said lien.

6.05. Payment of Expenses. The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business.

ASSESSMENTS

7.01. Agreement to Pay; Personal Obligation. Declarant, and her successor in interest, if any, for each Lot owned by her, and each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) Regular Assessments and (2) Special Assessments for capital improvements or unusual expenses to be established and collected as hereinafter provided (collectively "Assessments"), and (3) Individual Charges levied against an individual Owner, to be established and collected as provided in this Declaration. All Assessments and Individual Charges, together with any late charges, interest, collection costs and reasonable attorney's fees incurred in collecting delinquent Assessments and Individual Charges, shall be the personal obligation of the Owner of such Lot at the time when the Assessments or Individual Charges feel due. In the case of Owners of a Lot, the personal obligation to pay each assessment and Individual Charge shall be joint and several. No Owner may exempt himself from liability for his Assessment or Individual Charges obligation by waiver of use or enjoyment of any of the Project.

7.02. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for paying the cost of and creating reserves for the costs of all obligations which the Association is authorized or obligated to perform as described in this Declaration.

7.03. Regular Assessments. The purpose of the Regular Assessment is to defray expenses attributable to the ownership, operation and furnishing of common services by the Association. The Regular Assessment for each Lot shall be as prescribed by the Association. Regular Assessments shall be payable as determined by the Association.

7.04. Special Assessments. The Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, or for extraordinary expenses incurred by the Association.

7.05. Individual Charges. Individual Charges may be levied against a Member as a means of reimbursing the Association for cost incurred by the Association for the repair of damage to Common Areas and facilities for which the Member was responsible, or to otherwise bring the Member and his Lot into compliance with this Declaration. All Individual Charges shall comply with California Civil Code Section 1366 (c) to the extent that it is applicable.

7.06. Equal Division of Regular and Special Assessments. Regular and Special Assessments shall be levied against each Lot (and its Owner) equally.

7.07. Delinquent Assessments. Regular and Special Assessments levied pursuant to this Declaration are delinquent 15 days after the date they became due. If an assessment is delinquent, the Association may recover reasonable costs incurred in collecting the delinquent assessment, including reasonable attorney's fees, and a late charge not exceeding 10 percent of the delinquent assessment.

7.08. Creation of the Assessment Lien. Each Assessment or installment, together with any late charge, collection costs and reasonable attorney's fees shall be a charge and a continuing lien upon the Lot against which each Assessment is made, the Lien to become effective upon recordation of a Notice of Delinquent Assessment. All late charges and costs of collection shall comply with California Civil Code Section 13661(c) to the extent that is applicable.

GENERAL PROVISIONS

8.01. Term. The covenants and restrictions of this Declaration shall run with and bind the Project, and shall inure to the benefit of and be binding on the Association and the Owners of any Lots, their legal representatives, heirs, grantees, tenants, successors and assigns, subject to this Declaration, for a term of 30 years from the date this Declaration is recorded and shall automatically be extended for successive periods of 10 years.

8.02. Owner's Compliance. Each Owner, Tenant or occupant of a Lot shall comply with the provisions of this Declaration. Failure to comply with any such provisions shall be grounds for an action to recover sums due, for damages, for injunctive relief, or to enforce such provisions. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Owners of Lots, their successors and assigns.

8.03. Termination of any Responsibility of Declarant. If Declarant shall convey all of her right, title and interest in and to the Project to any partnership, individual or corporation, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or corporation shall be obligated to perform all such duties and obligations of the Declarant.

8.04. Successor. The rights of Declarant in this Declaration may be assigned by Declarant to any successor to all or part of any Declarant's interest in the Project, as developer, by an express assignment incorporated in a recorded deed that transfers any such interest to a successor.

8.05. Severability: Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this Project is located, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

Date:

93 45517

LESLEY J. MIREHOUSE, Declarant

State of California
County of Fresno
Dec 8, 1993 before
H.R. 1
P.M.
"Henry Johnson et al. State, personally affiant
Lesley A. Moorehouse

Do you have a lot of
information to share?
Our new online
platform makes it
easy to connect with
the right people.

Different levels - 01. - Different levels of complexity and different levels of control. There is a difference between descriptive and prescriptive models. The descriptive model is more general and less specific. It is based on the available capital (in), but it is not necessarily limited to that capital. The prescriptive model is more specific and limited to that capital.

James Goodwin

Fairy Lindroth
from *Præcis*
of *Scandinavia*