

SECTION 2: DEFINITIONS

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

2.01. "Articles" shall mean the Articles of Incorporation of Chalet Townhomes Owners Association and any amendments thereto.

2.02. "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating and managing the Project which is to be paid by each Lot Owner as determined by the Association.

2.03. "Association" shall mean the Chalet Townhomes Owners Association, a California non-profit mutual benefit corporation, the members of which shall be the Owners of Lots in the Project, their successors and assigns.

2.04. "Association Rules" shall mean rules and regulations regulating the use and enjoyment of the Common Area which may be adopted by the Board from time to time.

2.05. "Board" or "Board of Directors" shall mean the governing body of the Association.

2.06. "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

2.07. "Common Area" means all real property owned by the Association for the common use and enjoyment of the Owners and shall include, upon conveyance to the Association, the plot of land designated Lot A, as shown on the Subdivision Map, and any other plot of land which may be conveyed to the Association. The Common Area shall not include the residential lots. The common area may be expanded through the annexation of additional properties described in Exhibit "B".

2.08. "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 Board and all sums designated Common Expenses by or pursuant to the Project Documents.

2.09. "County" shall mean the County of Placer, California, the County in which the Project is located.

2.10. "Declarant" shall mean Sugar Bowl Corporation, a California Corporation, its successors and assigns, if such successors and assigns are assigned the rights of Declarant pursuant to Section 16.10 hereof or if such successor or assign is a mortgagee acquiring Declarant's interest in the Project by foreclosure or by deed in lieu of foreclosure.

2.11. "Declaration" shall mean this Declaration, and any amendments, modifications or supplements thereto.

2.12. "Eligible First Mortgagee" shall mean a First Mortgagee who has requested notice by sending a written request to the Association, stating both its name and address and the lot number or address of the lot it has the mortgage on.

2.13. "Exclusive Use 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 and which is or will be appurtenant to the separate Lots.

2.14. "Final Public Report" shall mean the final public report issued by the California Department of Real Estate or any successor state agency pursuant to the California Subdivided Lands Act (Business & Professions Code Section 11000 et seq.) as it may be amended from time to time.

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

2.16. "Lot" shall mean any parcel of land shown on the Map, and any other parcel of land designated as "Lot" in any recorded supplement to the Declaration, with the exception of the Common Area.

2.17. "Map" shall mean that subdivision map entitled "Sugar Bowl Chalet", which Map recorded _____, 199_, in Book _____ of Maps, Page _____, of the Official Records of Placer County. Said Map is also described in Exhibit "A" of this Declaration.

2.18. "Member" shall mean a person or entity holding a membership in the Association as provided herein. Each Owner or Co-Owner of a Lot shall be a member.

2.19. "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot or other portion of the Project. A "Mortgagee" shall include the beneficiary under a deed of trust and any guarantor or insurer of a Mortgage. "First Mortgage" or "First Mortgagee" is one having priority over all other Mortgages or holders of Mortgages encumbering the same lot or other portion of the Project. A "First Mortgagee" shall include any holder (including FHLMC and FNMA), insurer (including FHA), or guarantor (including VA) of a First Mortgage on a lot or other portion of the Project. "FHA" shall mean the United States Department of Housing and Urban Development, Federal Housing Administration. "VA" shall mean the United States Department of Veterans Affairs. "FHLMC" shall mean the Federal Home Loan Mortgage Corporation. "FNMA" shall mean the Federal National Mortgage Association. Where any provision of the Project Documents requires the approval of a First Mortgagee, the approval of the holder, insurer or guarantor of that First Mortgage shall be deemed to be the required approval.

2.20. "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 (or a recorded memorandum of such contract), then such purchaser, rather than the fee Owner, shall be considered the "Owner".

2.21. "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.

2.22. "Project" shall mean the entire real property described in Exhibit "A" attached hereto, including all structures and improvements erected or to be erected thereon or on such additional properties described on Exhibit "B" which may be brought within the jurisdiction of the Association.

2.23. "Project Documents" shall mean and include this Declaration, as amended from time to time, the exhibits, if any, attached hereto, together with the other basic documents used to create and govern the Project, including the Map, Articles and Bylaws (but excluding unrecorded rules and regulations adopted by the Board or the Association).

2.24. "Property" or "Properties" shall mean the entire real property described on Exhibit "A" attached hereto, including all structures and improvements erected thereon or on such additional properties described on Exhibit "B" which may be brought within the jurisdiction of the Association.

2.25. "Quorum" shall mean a majority of those entitled to act, except in the case of a quorum necessary for the imposition of regular and special assessments set forth in Section 8.

2.26. "Separate Interest" shall mean a Lot.

2.27. "Subdivided Property" shall mean the entire real property described on Exhibit "A" attached hereto, including all structures and improvements erected thereon or on such additional properties described on Exhibit "B" which may be brought within the jurisdiction of the Association.

2.28. "Subdivider" shall mean the Declarant.

2.29. "Unit" shall mean a dwelling structure on a Lot.