

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

(SPACE ABOVE THIS LINE FOR RECORDERS USE)

DECLARATION OF EASEMENT
AND RESTRICTIVE COVENANTS

THIS DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS
("Declaration") is made this _____ day of _____, 20__ by
_____, a _____
("Declarant/Owner"), with reference to the following facts:

- A. Declarant/Owner is the fee owner of certain real property located in Rancho Cucamonga, San Bernardino County, California and more particularly described on attached Exhibit A (the "Property").
- B. In connection with the future sale of units in the Property, the City of Rancho Cucamonga (the "City") and the Rancho Cucamonga Fire Protection District (the "Fire District") have required that Declarant/Owner establish a certain easement over, upon and across the Property, and impose certain restrictions on the Property, all for the purposes and on the terms set forth below.

NOW, THEREFORE, the following covenants and easement rights are hereby established:

1.1 Fire Lane Easement. Declarant/Owner hereby grants and establishes the following irrevocable easement (the "Easement"): a non-exclusive perpetual easement to the Fire District for ingress and egress over and upon the fire lanes located within the Property as depicted on the attached Exhibit B (the "Fire Lane Easement Areas") for purposes of emergency access (the "Fire Lane Easements").

1.2 Restrictions. Parking shall not be permitted within the Fire Lane Easement Areas. In addition, no obstruction, gate, fence, building or other structure shall be placed within the Fire Lane Easement Areas without the prior approval of the Fire District; provided, however, that gates and/or fences may be installed and maintained within the Fire Lane Easement Areas, provided that the design of such gates or fences, together with any appurtenant locking mechanisms, are approved by the Fire District and are otherwise in compliance with any covenants, conditions and restrictions governing the Property. However, this provision is not applicable if a building or any other structure or improvement already exists in the Fire Lane Easement Areas.

1.3 Maintenance. The Declarant/Owner shall inspect the Fire Lane Easement Areas no less than annually and shall maintain the Fire Lane Easement Areas in good condition and repair.

1.4. License Granted to Fire District. If Declarant/Owner fails to undertake any of the maintenance and repair obligations under Section 1.3 above, and the failure is not cured within twenty (20) days after receipt of written demand from the Fire District to do so (or if such failure cannot reasonably be cured within such twenty (20) day period, the Declarant/Owner shall have such longer period as may reasonably be necessary to cure the failure so long as the Declarant/Owner commences to cure such failure within the above twenty (20) day period and thereafter diligently and continuously prosecutes such cure to completion), then upon reasonable prior notice, the Fire District shall thereafter have a license and right to enter upon the Property for the sole purpose of undertaking and completing such maintenance and repair; provided, however, that the Fire District shall, upon completion thereof, repair all damage negligently caused by such entry and repair to the same condition as existed immediately prior to the commencement of such maintenance and repair work. The Declarant/Owner shall promptly reimburse the Fire District for the actual costs incurred in performing such work.

1.5 Emergency Situations. Notwithstanding the foregoing, if any emergency arises as determined by the Fire District, the Fire District may require Declarant/Owner to perform any necessary maintenance activities and/or repairs as to any Fire Lane Easement Area within twenty-four (24) hours after receipt of notice, and/or the Fire District may immediately enter upon the Property to perform such emergency maintenance and repair activities in the event such 24-hour notice is not practical under the circumstances, in which event the Declarant/Owner shall promptly reimburse the Fire District for the actual costs incurred in performing such work.

The Fire District shall, upon completion thereof, repair and restore the particular Property negligently caused by such entry and repair to the same condition as existed immediately prior to the commencement of such maintenance and repair work.

1.6. Damage by Fire District. Should any damage to all or any portion of the Fire Lane Easement Areas or the Property be caused by the negligence or willful misconduct of the Fire District, the Declarant/Owner shall be entitled to request the Fire District to repair and restore the Property to the same condition as existed immediately prior to its entry onto the Property. Should the Fire District fail or refuse to so repair such damage without good cause, then the Declarant/Owner shall repair such damage, and the Fire District shall, upon demand, reimburse the Declarant/Owner for the actual costs of such repair.

2. Duration. The Easement shall become effective as of the date of this Agreement, shall be binding on the Declarant/Owner and any and all successors in interest thereto, and shall continue in perpetuity unless terminated as provided herein.

3. Retention of Rights. Subject to the provisions of Section 1.2, above, Declarant/Owner reserves the right to use the Fire Lane Easement Areas subject to the

Easement, including, without limitation, the right to use such Areas for vehicular and pedestrian ingress and egress and the right to construct on such Areas any improvements which are ancillary to any building located on the Property (including, without limitation, landscaping and hardscaping), provided such improvements do not obstruct access to the Fire Lane Easement Areas.

4. Enforcement. Declarant/Owner, the City and Fire District shall each have the right to enforce, by proceedings at law or in equity, the terms and conditions of this Declaration. The right to enforce this Declaration shall include, without limitation, the right to maintain an action at law or in equity against any person or persons who have violated or who are attempting to violate the terms or provisions of this Declaration, to enjoin or prevent them from doing so, to cause the violations to be remedied, and/or to recover damages.

5. Not a Public Dedication. Nothing contained in this Declaration is, or should be interpreted as, a dedication of any portion of the Property to the general public or for any public purposes whatsoever. It is the intention of Declarant/Owner that this Declaration be strictly limited to the purposes set forth herein.

6. Covenants Running with the Land. The Easement created by, and the covenants relating to such Easement contained in, this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant/Owner and its respective successors and assigns. In accordance with California Civil Section 1468, the parties acknowledge that the Easement and the covenants contained herein relate to the use, repair and/or maintenance of the Fire Lane Easement Areas.

7. No Merger. This Declaration shall not merge with the common ownership of the Property.

8. Rights of Lenders. No breach of the covenants herein contained shall affect, impair, defeat or render invalid the lien or charge of any deed of trust or mortgage made in good faith and for value encumbering all or any part of the Property, but this Declaration and the covenants herein contained shall be binding upon and effective against any Declarant/Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

9. Entire Agreement. This Declaration contains all the terms and conditions applicable to the grant of Easement and imposition of restrictive covenants relating to the Easement contained herein. No representation, promise or covenant, whether written or verbal, that is not set forth herein, shall be binding or of any force or effect. This Declaration may be modified, amended or terminated, only by a written and recorded statement signed by the Declarant/Owner, or successor thereto, and shall require the prior written consent of the City or Fire District.

10. Attorney's Fees. In the event of any litigation relating to this Declaration or the breach thereof, the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees, fees of experts, and costs of suit.

11. Exhibits. All exhibits attached to this Declaration are incorporated in and made a part of this Declaration by reference.

12. Severability. If any clause, sentence, or other portion of the terms, conditions and/or covenants of this Declaration are held, to any extent, to be invalid or unenforceable, the remainder of this Declaration shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

DECLARANT/OWNER:

a _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

FIRE DISTRICT:

RANCHO CUCAMONGA FIRE
PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

CONSENT AND SUBORDINATION

The undersigned, _____, current Beneficiary under that certain [Deed of Trust and Assignment of Rents dated _____, recorded _____] as Instrument No. _____, in the Official Records of San Bernardino County, California ("Deed of Trust"), and any other security interest of record that secures the same obligation, hereby consents and subordinates the lien of the Deed of Trust to the easements and covenants contained in the foregoing Declaration of Easements and Restrictive Covenants.

BENEFICIARY:

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT

EXHIBIT B

DEPICTION OF FIRE LANE EASEMENT AREAS