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City Clerk
City of Riverside
City Hall
3900 Main Street
Riverside, CA 92522

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DECLARATION OF RECIPROCAL EASEMENTS
(Cross-Parking; Driveway Access)

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THIS DECLARATION OF RECIPROCAL EASEMENTS ("Declaration") is made and declared as of the 5th day of August, 2004, by Raincross Senior Partners, LLC, a California limited liability company ("Declarant").

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RECITALS

A. Declarant owns certain real property described in Exhibit "A" attached hereto ("Project") and identified as such on Exhibit "B" (the "Site Plan") attached hereto.

B. The City of Riverside, California ("City") has approved the subdivision of the Project in accordance with Parcel Map 30758, but one of the conditions of such approval is the imposition of certain easements and covenants burdening and benefiting the respective Parcels of the Project.

C. Declarant hereby declares certain covenants and reciprocal easements in, to, over and across the various Parcels of the Project to benefit the City and to burden and benefit said Parcels

NOW, THEREFORE, Declarant makes and declares that the Project is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Project, and to comply with certain conditions imposed by the City of Riverside for the approval of Parcel Map 30758 or portion thereof, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a Parcel of the Project shall be and hereby is deemed to incorporate by reference all the provisions

of this Declaration including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights-of-way and equitable servitudes contained herein.

1. DEFINITIONS.

1.1 "Access Driveway" shall mean that area within the Project that is so designated on the Site Plan.

1.2 "Easement Areas" shall mean collectively the Parking Easement Areas and the Access Driveway.

1.3 "Parking Easement Areas" shall mean those areas within the Project on each Parcel that are so designated on the Site Plan.

1.4 "Party" shall mean Declarant and its grantees, successors, and assigns who become owners of fee simple title to any portion of the respective Parcels. At such time as any person becomes an owner of any portion of a Parcel, he shall be deemed to be a Party to this Declaration and shall be conclusively presumed to have taken subject to and assumed all of the obligations and burdens set forth in this Declaration pertaining to the Parcel of which their property is a part and to have automatically granted and conveyed all easements described in this Declaration to all other Parties, their successors and assigns, immediately upon such Party's acceptance of delivery of a deed granting and conveying any portion of a Parcel to such Party. The presumption that all Parties have granted and conveyed all reciprocal easements and appurtenances and taken subject to and assumed all of the obligations and burdens created by this Declaration or by any subsequently recorded documents more particularly describing any such easements and appurtenances shall be as conclusive as if such Party had subscribed this Declaration and any amendments to it, and executed written easement agreements granting all easements created by this Declaration.

1.5 "Permittee" shall mean all Parties, their respective officers, directors, employees, agents, tenants, contractors, customers and other invitees.

1.6 "Site Plan" shall mean that certain drawing attached hereto as Exhibit B to which reference is made in Recital A hereof.

1.7 "Parcel" shall mean each or any of Parcels 1, 2, 3 and 4 of Parcel Map 30758 and any parcels of land resulting from the further subdivision of any of them.

2. PARKING EASEMENT AREA.

2.1 Easements.

(A) Subject to the restrictions in subsection (B) below and the exclusive use provisions of Section 2.2(A), (C) and (D) below, Declarant hereby grants and

declares: (i) a non-exclusive easement for the ingress, egress, passage and parking of vehicles and for the passage and accommodation of pedestrians over and across the Parking Easement Areas of the Project as may from time to time be constructed and maintained for such uses; and (ii) an easement for ingress, egress and passage of vehicles and pedestrians over the Access Driveway. No fence or other barrier which would in any way prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted shall be erected or permitted within or across the Easement Areas; provided, however, the foregoing provision shall not prohibit barricades erected and reasonably necessary in connection with the construction, reconstruction or repair and maintenance of improvements (all such work to be conducted in the most expeditious manner reasonably possible to minimize the interference with the use of the Easement Areas, and such work shall be diligently prosecuted to completion) or the erection or construction of limited curbing and other forms of traffic controls.

(B) Declarant hereby gives notice as permitted by Section 813, California Civil Code, that the right of the public or any person to make any use whatsoever of the above described land or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission and subject to the control of the Owner. Each Party reserves and retains the right to post notices pursuant to Section 1008, California Civil Code, on its Parcel.

(C) Each Party reserves and retains the right to temporarily close off its portion of the Easement Areas for such reasonable period of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone.

(D) Except to the extent permitted pursuant to Sections 2.2(A), (C) and (D) below, no Permittee shall be charged for the right to use the Easement Areas unless the Parties unanimously approve such action or such action is mandated by governmental authorities.

(E) Nothing in this Section shall prohibit the installation of minor convenience facilities such as mailboxes, public telephones, benches, or public transportation shelters, as each Party may from time to time deem appropriate to construct or permit to be constructed on its respective Parcel.

2.2 Parking Facilities. Those areas of the Project designated as parking areas shall be in conformance with plans for the development of the Project, or for a specific Parcel within the Project, which have been or may be approved by the City of Riverside and shall include the number of parking spaces required by the Riverside Municipal Code or otherwise approved by the City of Riverside for the Project. Such requirements shall include the following:

(A) Subject to the provisions of Section 2.1(A) and (B) above, and subsection 2.2(E) below, the Party owning Parcel 1 shall maintain at all times not less than eighty-one (81) parking spaces in the Parking Easement Area on Parcel 1. Notwithstanding the provisions of Section 2.1, however, the Party owning Parcel 1 may reserve, allocate and designate one (1) parking space for each living unit located on Parcel 1 for the exclusive use of the occupant of such living unit and may charge such occupant for such exclusive designation.

(B) Subject to the provisions of Section 2.1(A) and (B) above, and subsection 2.2(E) below, the Party owning Parcel 2 shall maintain at all times not less than twenty-three (23) parking spaces in the Parking Easement Area on Parcel 2. Notwithstanding the provisions of Section 2.1, however, the Party owning Parcel 2 may reserve, allocate and designate certain parking spaces for the exclusive use of occupants of facilities on Parcel 2 and may charge such occupants for such exclusive designation.

(C) Subject to the provisions of Section 2.1(A) and (B) above, and subsection 2.2(E) below, the Party owning Parcel 3 shall maintain at all times not less than eighty-seven (87) parking spaces in the Parking Easement Area on Parcel 3. Notwithstanding the provisions of Section 2.1, however, the Party owning Parcel 3 may reserve, allocate and designate one (1) parking space for each living unit located on Parcel 3 for the exclusive use of the occupant of such living unit and may charge such occupant for such exclusive designation.

(D) Subject to the provisions of Section 2.1(A) and (B) above, and subsection 2.2(E) below, the Party owning Parcel 4 shall maintain at all times not less than twenty-two (22) parking spaces in the Parking Easement Area on Parcel 4. Notwithstanding the provisions of Section 2.1, however, the Party owning Parcel 4 may reserve, allocate and designate one (1) parking space for each living unit located on Parcel 4 for the exclusive use of the occupant of such living unit and may charge such occupant for such exclusive designation.

(E) In the event that any of the Parking Easement Areas are taken pursuant to eminent domain or otherwise as described below, and in the event such taking or conveyance results in a decrease in the number of parking spaces reasonably capable of being maintained on the Parking Easement Area of any Parcel below the number required under Section 2.2(A) or (B), then the requirements under this Section 2.2 shall be reduced to require only that the affected Party reasonably maximize the number of spaces available without requiring acquisition of additional property or construction of any underground or above-ground parking structures.

2.3 Maintenance.

(A) The easements granted herein shall include all rights necessary and proper for the installation, construction, maintenance, repair, replacement and use of driveways, walkways and parking areas. Each Party shall cause the Easement Areas on their Parcel to be installed, constructed, maintained and kept in good condition and state of repair, and

in compliance with all laws, rules and regulations, orders and ordinances of governmental agencies exercising jurisdiction thereover and the provisions and standards of this Declaration.

(B) The standard of maintenance for the Easement Areas to be followed shall be comparable to the standards of maintenance followed in other similar first-class projects in the Riverside area. The maintenance and repair obligation in any event shall include, but not be limited to, the following:

(1) Maintaining all paved surfaces of the Easement Areas in a smooth and evenly covered condition which maintenance work shall include, without limitation, cleaning, sweeping, restriping and repairing;

(2) Removal of all papers, debris, filth and refuse, and sweeping the Easement Areas to the extent necessary to keep the Easement Areas in a first-class, clean and orderly condition;

(3) Operating, keeping in repair and replacing when necessary such Easement Area utility and lighting facilities as may be reasonably required;

(4) Placing, keeping in repair and replacing any appropriate informational or directional signs, markers and lines.

(5) Cleaning, maintaining, repairing and replacing of all sidewalks, including those situated on the perimeter of, or adjacent to, the boundaries of the Project, and maintaining any perimeter walls in good condition.

3. EMINENT DOMAIN.

In the event that any part of any Easement Area shall be taken by eminent domain, or conveyed by deed in lieu of condemnation, or taken by or conveyed under threat of any other similar exercise of governmental authority, the entire award for value of the land and improvements so taken shall belong to the Party owning the property so taken or to any mortgagee or tenant of such Party, as their respective interests may appear, and no other Party shall claim any portion of such award by virtue of any interest created by this Declaration.

4. UNIFIED PROJECT; RESTRICTIONS ON DEVELOPMENT OF PARCEL 4.

4.1 Unified Project. The Project and each Parcel thereof shall only be occupied, sold, leased and used as a single, integrated project pursuant to Final Approved Conditions for CU-079-012 and Parcel Map 30758, provided that following recording of the final Tract Map, individual Parcels may be sold and developed individually or collectively subject to the provisions of this Declaration.

4.2 Development of Parcel 4. No building permit shall be issued for construction of improvements on Parcel 4 until further subdivision of Parcel 4 shall have been submitted to and approved by the City, except to the extent such permits may be required for site improvements related to development of Parcels 1, 2 or 3 such as drainage or utility facilities, parking areas, sidewalks or other similar improvements.

5. DEFAULT.

5.1 Failure to Pay or Perform.

(A) If any Party fails to comply with any provision herein ("Defaulting Party"), then any other Party ("Non-Defaulting Party") at its option and with 30 days' prior written notice (except that a failure to comply with Section 2.3(B)(2) or (3) shall require only 3 regular business days prior written notice) may proceed to cure the default by the payment of money, performance of work, furnishing of services, or other action for the account and at the sole cost and expense of the Defaulting Party, and, in connection with such cure, the Non-Defaulting Party may enter upon any portion of the Defaulting Party's Parcel or space to the extent reasonably necessary to effect such cure.

(1) The foregoing right to cure shall not apply if (i) within the notice period the Defaulting Party cures the default, or, (ii) if the default (other than mere payment of money) cannot reasonably be cured within that time period, the Defaulting Party commences such cure within the notice period and at all reasonable times thereafter diligently pursues such cure to completion.

(2) The notice period shall not be required if, using reasonable judgment, the Non-Defaulting Party deems that an emergency exists which requires immediate cure. In the event of such an emergency, the Non-Defaulting Party shall give whatever notice is reasonable under the existing circumstances to the Defaulting Party.

(3) Within 10 days of demand therefor the Defaulting Party shall reimburse the Non-Defaulting Party for any sums reasonably expended by the Non-Defaulting Party due to the default as provided in this Section 5.1, and for fees, costs, and expenses as provided in Section 5.4 below, in each case together with interest at the highest rate permitted by the State of California, but not to exceed 12%. Such interest shall accrue from the date of expenditures for amounts owing.

(4) For purposes of this Section 5, the City shall have the power to exercise the rights of a Non-Defaulting Party.

5.2 Lien.

(A) Any amount not timely reimbursed pursuant to Section 5.1 above shall entitle the Non-Defaulting Party to a cause of action against the Defaulting Party for

payment of such amounts and/or, at the Non-Defaulting Party's option, shall entitle the Non-Defaulting Party to file a lien on the Defaulting Party's Parcel.

(B) The lien shall be effective from the date of recording of the Lien Notice hereinafter described. Upon such recording, such lien shall be superior and prior to all other monetary liens and encumbrances following the recording of this Declaration encumbering the Parcel or portion thereof involved, except for general taxes and special assessment liens, and except any mortgage or deed of trust of record covering the property involved made in good faith and for value which was duly recorded prior to recordation of such lien. To evidence such lien, the Party entitled thereto shall cause to be prepared a written notice ("Lien Notice") setting forth (i) the amount owing and a brief statement of the nature thereof; (ii) the Parcel to be encumbered thereby; (iii) the name of the Party or reputed Party owning the Parcel involved; and (iv) reference to this Declaration (including recording information) as the source and authority for such lien. The Lien Notice shall be duly executed and acknowledged by the Party entitled thereto and shall be recorded in the appropriate records of the County where the Parcel is located. A copy of such Lien Notice shall be mailed to the Party or reputed Party whose Parcel is so encumbered within 5 days after such recording. The Party filing such Lien Notice shall similarly send a copy of such Lien Notice to any encumbrancer of the Parcel affected if such encumbrancer has notified the Party in the manner herein provided of its name and address, or if such information is disclosed in any duly recorded document containing the legal description of the Parcel affected. Any such lien may be enforced by judicial foreclosure in like manner as a mortgage on real property is judicially foreclosed under the laws of the State of California. In any foreclosure, the non-prevailing Party shall be required to pay the reasonable costs, expenses, attorneys' and expert witness fees of the prevailing Party. In any foreclosure action in which judgment of foreclosure is entered, such costs, fees, and expenses, shall include those incurred in preparation of the Lien Notice and all causes of action therein joined arising out of the default resulting in such foreclosure, and the lien being foreclosed shall secure all of the same without the necessity of further demand. Any additional amounts owing under this Declaration which become due during such a foreclosure proceeding may be added as a claim in the foreclosure proceeding by an amendment of the complaint in foreclosure. The Party filing such Lien Notice shall have the right to bid on and purchase the Parcel or portion thereof or interest therein being foreclosed. Any encumbrancer holding a lien on the Parcel may, but shall not be required to, pay any unpaid amounts within 30 days of receipt of the above-described Lien Notice copy and upon such payment, the Party holding such lien shall assign all rights therein to such encumbrancer and such encumbrancer shall be entitled to a lien on the Parcel for the amount paid of the same rank as the lien created by the Lien Notice.

5.3 Enforcement of Covenants and Restrictions. This Declaration may be enforced by any Party or any first mortgagee of any Party's interest in the Parcel against any Party or other person violating or attempting or threatening to violate any provision of the same, which enforcement may occur by self-help pursuant to Section 5.1 above (to the extent permitted by law) or by legal proceedings to restrain or enjoin any such violation or to compel specific performance of any obligation hereunder or to recover damages for any breach or default hereof, or any other remedy available at law or in equity, or by any combination of any of the foregoing,

all remedies in connection herewith being cumulative and non-exclusive except as otherwise provided by law. It is specifically agreed that any violation of any provision, restriction or requirement hereof that requires or prohibits an act or a failure to act, excepting mere acts of payment of money, shall automatically entitle any Party entitled to seek relief therefore to equitable relief including, but not limited to, a mandatory or negative injunction or a decree for specific performance. The obligations set forth herein are to be performed continuously and periodically throughout the term hereof and therefore no action brought or judgment obtained for any breach or default hereunder or any attempted or threatened breach or default shall limit or preclude any other action against the same or any other defendant by reason of any other or subsequent breach or default or attempted or threatened breach or default, whether or not arising pursuant to the obligation being the subject of the former action. Any liability hereunder of a Party prior to transfer of all or any portion of said Party's Parcel shall remain a liability of said Party notwithstanding such transfer.

5.4 Attorneys' Fees. In the event any Party shall institute any action or proceeding against another Party to enforce the provisions of this Declaration, the non-prevailing litigant in such action or proceeding agrees to reimburse the prevailing litigant therein for the reasonable expenses of attorneys' fees, expert witness fees and disbursements incurred therein by the prevailing litigant, including such cost and expenses incurred in connection with any such action or proceeding and any appeals therefrom. The litigant receiving the more significant relief shall be deemed the prevailing litigant.

6. MISCELLANEOUS.

6.1 Encumbrances Subordinate. Any encumbrance recorded after recordation of this Declaration or otherwise subordinated hereto affecting any portion of the Project shall at all times be subject and subordinate to the terms of this Declaration and any person/entity foreclosing any such encumbrance or acquiring title by reason of a deed in lieu of foreclosure shall acquire title to the premises or interest affected thereby subject to all of the terms of this Declaration.

6.2 Estoppel Certificate. Each Party hereby severally covenants that within 20 days following written request from time to time of another Party (the "Requesting Party"), such Party (the "Issuing Party") will issue to such Requesting Party (or to any prospective mortgagee of such Requesting Party or to a prospective purchaser from such Requesting Party) an estoppel certificate stating whether the Issuing Party has sent any written notice of any default by the Requesting Party under this Declaration, and if any such written notice has been given, such Issuing Party shall provide a copy of such written notice. Each such request shall be accompanied by the Requesting Party's payment of Five Hundred Dollars (\$500) for the reasonable costs and expenses incurred in connection with each certificate requested by the Requesting Party. Such statement shall constitute and give rise to a waiver and estoppel of any claim or defense by the Issuing Party to the extent such claim or defense is based upon facts contrary to those asserted in the statement and to the extent the recipient (other than the Requesting Party) has reasonably relied upon the certificate in becoming a bona fide

encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement. However, such statement shall in no event subject the Issuing Party furnishing it to any liability whatsoever (except by preclusion of a defense or claim), notwithstanding the negligent or otherwise inadvertent failure of such Issuing Party to disclose correct and/or relevant information.

6.3 Notices. All notices, demands, statements and requests required or permitted to be given under this Declaration must be in writing and shall be deemed to have been properly given or served in any event upon actual receipt or delivery to the address(es) below, or whether received or not, three (3) regular business days following depositing the same in the United States Mails, addressed to a Party, by both ordinary first class mail and by prepaid registered or certified mail, return receipt requested, at the address set forth in the Riverside County records for mailing of real property tax notices for such Party's Parcel.

6.4 Binding Effect. This Declaration and all covenants, conditions, restrictions, and other provisions hereof shall run with, and be appurtenant to the land affected, and all such terms shall inure to the benefit of and be binding upon the undersigned Parties and their respective successors and assigns who become owners of any portion of the Project.

6.5 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels or of any Parcel or portion thereof to the general public, or for the general public or for any public use or purpose whatsoever; it being the intention and understanding of the Parties hereto that this Declaration shall be strictly limited to and for the purposes herein expressed solely for the benefit of the Parties.

6.6 Excusable Delays. Whenever performance is required of any Party hereunder, that Party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a Party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. Except as provided above, time is of the essence of this Declaration and each and every provision hereof.

6.7 Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person or entity by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the same shall remain in full force and effect.

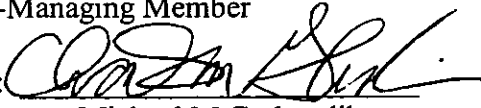
6.8 Captions. The captions preceding the text of each paragraph and subparagraph hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed effective as of the day and year first above written.

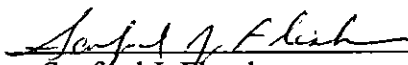
"Declarant"

RAINCROSS SENIOR PARTNERS, LLC
a California limited liability company

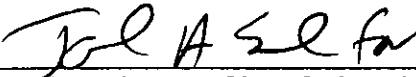
By: CKMH, LLC
a California limited liability company
company
Co-Managing Member

By: 
Michael M. Grabendike
Member-Manager

By: SJFRC, LLC
a California limited liability
Co-Managing Member

By: 
Sanford J. Fleischman
Member-Manager

APPROVED AS TO CONTENT:


Planning Director, City of Riverside

Ken Gutter

APPROVED AS TO FORM:


Deputy City Attorney, City of Riverside

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Orange } ss

On 8/5, 2004 before me,

Stephanie J. Wiest, Notary Public personally appeared
Sanford J. Fleischman

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Step J. Wiest



(NOTARY SEAL)

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Riverside } ss

On August 9, 2004 before me,

Kathleen M. Riley personally appeared
Michael M. Grabendike

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen M. Riley



(NOTARY SEAL)

EXHIBIT INDEX

Exhibit A: Legal Description of Project

Exhibit B: Site Plan.

EXHIBIT "A"

Parcels 1,2,3 & 4 of PM 30758 recorded in PM Book 209 pages 93 thru 95 in the records of Riverside County California.

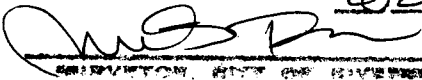
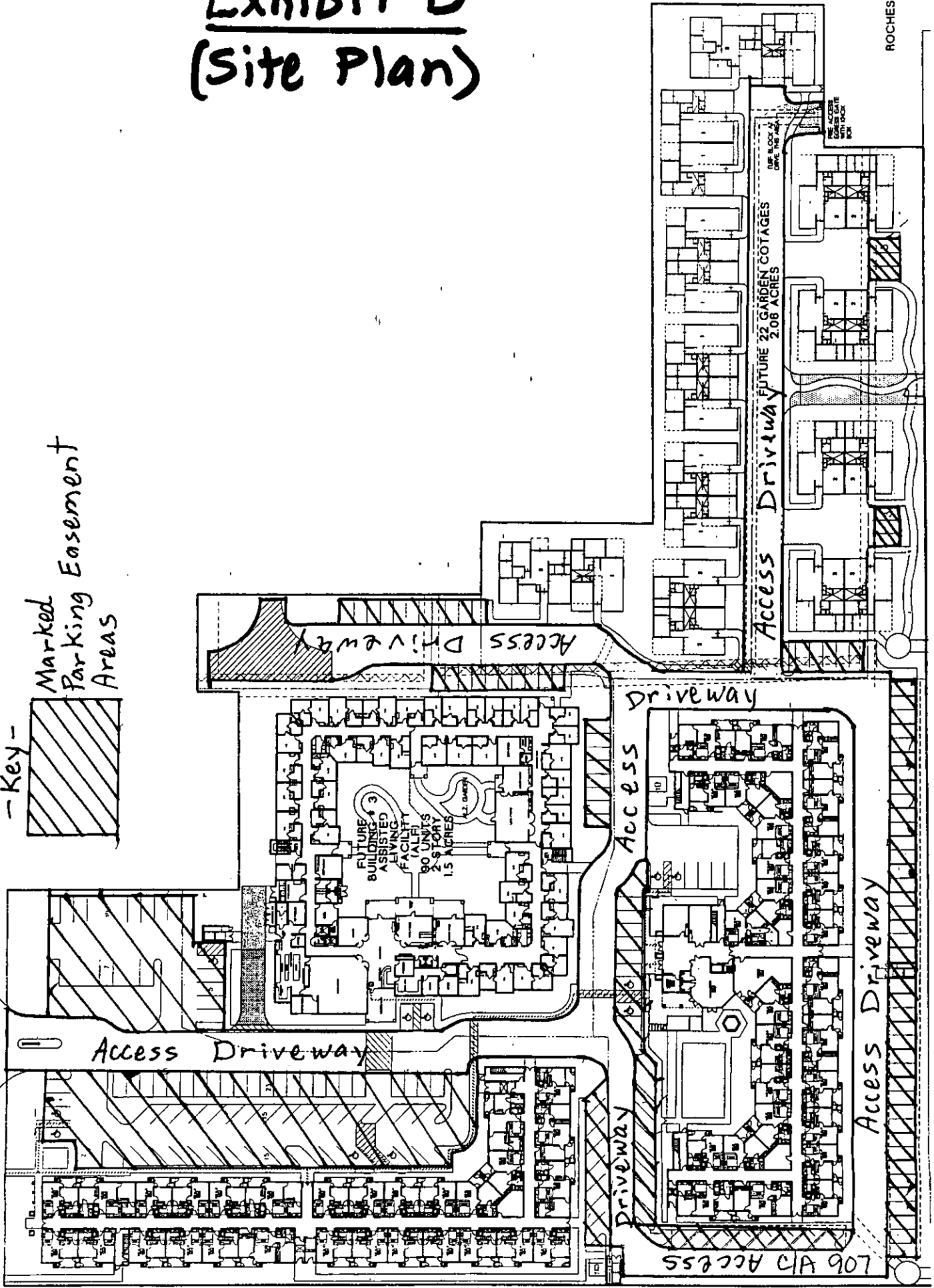
DESCRIPTION APPROVED 6.3.04

COUNTY CLERK, RIVERSIDE COUNTY, CALIFORNIA

Exhibit B (Site Plan)

CENTRAL AVENUE

- Key -
Marked
Parking
Easement
Areas



ROCHESTER STREET