

RECORDING REQUESTED BY:

City Clerk  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025

WHEN RECORDED MAIL TO:

City Clerk  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025

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**DECLARATION OF RESTRICTIONS**

This Declaration of Restrictions ("DECLARATION") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ ("OWNERS") with reference to the following:

- A. Owners have filed with the City of Escondido Tentative Parcel Map No. 200X-XX for subdivision of the property ("PROPERTY") described in Exhibit "A".
- B. A road and utility easement ("EASEMENT") described in Exhibit "B" which is attached and made a part of this DECLARATION will be created with the final parcel map. The City of Escondido requires that an arrangement for maintenance be developed for this road and utility easement.
- C. The OWNERS intend to convey interests in the PROPERTY subject to the protective covenants set forth in this DECLARATION.

NOW, THEREFORE, OWNERS hereby declare that the PROPERTY and any individual portions of the PROPERTY shall be held, conveyed, divided, and improved subject to the covenants and conditions set forth below:

1. The purpose of this DECLARATION is to provide for participation by OWNERS and any future owners or successors in interest to the PROPERTY or any individual portion of the PROPERTY, in the maintenance, repair and upkeep of the EASEMENT.
2. OWNER and any future owners or successors in interest of the PROPERTY shall mutually maintain, repair and/or restore the EASEMENT. The cost of this activity shall be shared equally by each portion of the PROPERTY.
3. OWNER and any future owner or successor in interest shall have the power to give notice and demand in writing to all owners of each portion of the PROPERTY having common use of the EASEMENT, requiring participation in effecting maintenance, repair and/or restoration of the EASEMENT. This notice shall be deemed effective on the date of mailing by depositing in the mail in any United States mailbox or in any United States Post Office, addressed to the owners of each portion of the PROPERTY.
4. If, within forty-five (45) days after the mailing of notice and demand, the parties so addressed have refused to agree to participate in maintenance, repair and/or restoration of the EASEMENT, the parties and their successors in interest hereby authorize the filing of a lawsuit in a court of competent jurisdiction by the party or parties, ready, willing and able to participate in the maintenance, repair and/or restoration of the EASEMENT, against those parties refusing to participate. All parties refusing to participate shall be liable for their portion of the necessary maintenance, repair and/or restoration expenses, and for any and all cost of lawsuit and reasonable attorneys fees incurred by the party or parties initiating the lawsuit.
5. The EASEMENT shall be maintained in a good, passable condition under all traffic and weather conditions with a minimum of two (2) inches of asphalt concrete paving on six (6) inches of base.

6. This Declaration and each of the Exhibits shall attach to and run with the PROPERTY and shall be a covenant benefiting the PROPERTY. This Declaration and each of the Exhibits shall be binding upon and inure to the benefit of OWNER and any future owners and successors in interest of the PROPERTY. If these restrictions are determined to not be covenants running with the PROPERTY by a court of competent jurisdiction, they shall form an equitable servitude on the PROPERTY and be binding as such.
  
7. This Declaration shall be enforceable by OWNERS and any future owners and successors in interest to the PROPERTY or any individual portion of the PROPERTY. It shall also be enforceable by the City of Escondido.
  
8. The City of Escondido is not a party to this DECLARATION. OWNER and all future owners and successors in interest hereby indemnify and hold harmless the City of Escondido and all of its officers and employees from all liability arising out of this DECLARATION, and declare that all liability shall be that of OWNER and any future owners or successors in interest.

IN WITNESS WHEREOF, Declarant has executed this DECLARATION on the date first written above.

DATE: \_\_\_\_\_

\_\_\_\_\_

OWNER

DATE: \_\_\_\_\_

\_\_\_\_\_

OWNER

**ALL SIGNATURES ON THIS DOCUMENT MUST BE NOTARIZED.**