

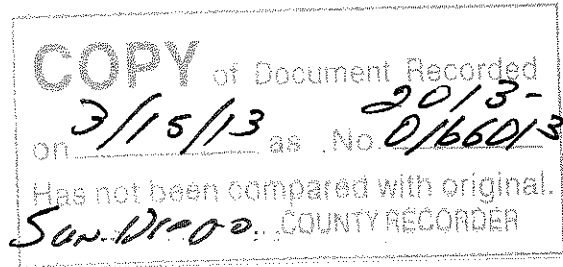
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RECORDING REQUESTED BY:

Recording Requested By
First American Title NHS

WHEN RECORDED, MAIL TO:

JACKSON|DeMARCO|TIDUS
|PECKENPAUGH (JML)
2030 Main Street, Suite 1200
Irvine, CA 92614



(Space Above For Recorder's Use)

GRANT OF EASEMENTS AND COVENANT RUNNING WITH THE LAND

THIS GRANT OF EASEMENTS AND COVENANT RUNNING WITH THE LAND ("*Agreement*") is made by **RYLAND HOMES OF CALIFORNIA, INC.**, a Delaware corporation ("*Developer*") and **CHANTEMAR HOMEOWNERS ASSOCIATION**, a California nonprofit mutual benefit corporation ("*Association*") (each, a "*Party*," and collectively, the "*Parties*"), with reference to the following facts:

A. Association is a homeowners association established to own, operate and maintain the common areas of the residential project known as "Chantemar" located in the City of San Diego, County of San Diego, State of California. The Association is responsible for brush maintenance on Lot 376 of Tract No. 10195 ("*Lot 376*"), which is part of the common area in Chantemar and described more particularly on *Exhibit A*.

B. Developer is the owner and developer of lots and common area to be known as "Fairbrook Estates," which was or will be annexed to Chantemar and made subject to its governing documents and the jurisdiction of the Association. Lot 6 of Fairbrook Estates ("*Lot 6*") lies adjacent to Lot 376 and is more particularly described on *Exhibit B*.

C. The Association desires a permanent easement over a portion of Lot 6 for access to Lot 376 as necessary to perform its brush maintenance obligations on Lot 376. Developer has agreed to grant the foregoing easement to Association in the location approximately depicted on *Exhibit C* (the "*Easement Area*"), subject to the covenants, conditions and restrictions contained in this Agreement.

D. This Agreement is intended to govern the rights and obligations of Association. This Agreement is also intended to be a covenant running with the land established in accordance with Section 1468 of the California Civil Code.

NOW, THEREFORE, in accordance with the foregoing and in consideration of the promises and the mutual agreements hereinafter set forth, Developer and Association agree on behalf of themselves and on behalf of their successors, assigns and transferees as follows:

1. **GRANT OF EASEMENT.** Developer hereby grants to Association, its contractors, subcontractors, employees, agents, successors and assigns, a perpetual, nonexclusive easement for pedestrian ingress, egress and access over Lot 6 in the area approximately shown on *Exhibit C* as necessary to perform open space brush management on Lot 376.
2. **LIMITS ON EXERCISE.** In exercise of the easement granted hereby, the Association shall have the right only to carry hand-operated equipment and tools through the Easement Area. Other than maintenance and restoration required under Sections 4 and 5 below, the Association shall have no right to modify the Easement Area or improvements thereon, nor install any new improvements, including landscaping, in the Easement Area without the prior written consent of the Owner of Lot 6.
3. **RESTRICTIONS ON OWNER OF LOT 6.** The owner of Lot 6 may not take any action to interfere with the reasonable exercise by the Association and its contractors of the easements created hereby. The owner of Lot 6 may not remove from the Easement Area any improvements maintained by the Association, nor may it install landscaping or other improvements in the Easement Area.
4. **MAINTENANCE OBLIGATIONS.** The Association shall be solely responsible for (a) the cost of maintaining (including trimming, clearing, and replacement) of the existing landscaping in the Easement Area, and (b) the cost of maintaining the fence and wall enclosing the Easement Area and the gates installed at either end of the Easement Area. Other than the fences, walls and gates installed by Developer (and repaired or replaced from time to time by the Association), the Association shall not be responsible for maintaining any improvements installed in the Easement Area by any owner of Lot 6.
5. **REPAIR AND RESTORATION OBLIGATIONS.** The Association shall be solely responsible for the cost of promptly restoring all areas and improvements on Lot 6 that are damaged by the Association or by its contractors, subcontractors, employees, agents, successors and assigns (collectively, the "*Association Parties*" and each, an "*Association Party*") in exercise of the easements granted hereby, to at least the condition they were in immediately prior to the damage. By means of example and not as a limitation, the obligation to repair or restore includes the replacement of plants, including turf, ground cover and trees (as applicable) with plants of the same or substantially similar species at the same or substantially similar size and maturity, and the repair of damage to all other improvements in Lot 6, including the gates, fences, walls and the like, to at least the condition that the improvement was in immediately before the damage.

6. **MECHANICS' LIENS.** Association shall not permit any mechanics' liens to be filed against Lot 6 for labor or materials alleged to have been furnished or delivered to Association, and if such mechanics' lien is filed, Association shall either pay the same and have it discharged of record promptly, or take such action as may be required to reasonably and legally object to such lien and its recordation against Lot 6. In all events, Association shall cause the lien to be discharged prior to any entry of judgment for foreclosure thereof.

7. **NOTICE OF ENTRY; ADDRESS FOR NOTICES.** Prior to entry onto the Easement Area to perform any construction or maintenance and repair work, Association shall provide Developer or the successor owner of Lot 6 with at least seven (7) days' written notice of its desire to enter and the purpose of such entry. Notices shall be deemed given to a Party or their successors on the date: (i) notice is actually received or personally served or delivered, (ii) on confirmation of receipt of an e-mail or facsimile transmission to an e-mail address or facsimile number personally delivered by a Party or their successors receiving notice to a Party or their successors giving a later notice, or (iii) three days after written notice is sent by first class mail to the address of a Party or their successors for whom the notice is intended, at the address below or the latest owner address in the current records of the San Diego County Assessor's office.

8. **RUN WITH THE LAND.** The provisions of this Agreement shall run with Lot 6 and Lot 376, shall be binding upon all persons having or acquiring any interest in Lot 6, Lot 376, or any part thereof, shall inure to the benefit of and burden Lot 6 and Lot 376, and may be enforced by the Developer and the Association, and their successive owners and assigns.

9. **INSURANCE.** If not already carried by the Association, it shall be a condition to the exercise of the easement created hereby that the Association first procure and maintain, at its own expense, for the duration of this Agreement, policies of general liability and workers compensation insurance covering its activities in the Easement Area. The following coverages, to be written on an occurrence form (as applicable), shall be maintained during the entire term of this Agreement:

9.1. **General Liability.** A policy of general liability insurance against claims for liability for bodily injury, death and property damage arising from or relating to the exercise of the easements granted hereby by Association, its agents, representatives, employees or subcontractors, which policy shall specify protection from liability and risks as are customarily covered in similar residential developments in the area of Chantemar. Policy limits shall be no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

9.2. **Workers Compensation.** A policy of Workers Compensation insurance to cover statutory limits of workers compensation laws of the state in which the work is being performed and state employee is hired. Workers Compensation coverage shall

extend to any individual, including owners, directors, officers, and employees who will be performing the work under this Agreement regardless of any ability under state law to reject workers compensation coverage. If any class of employees engaged in the construction work is not protected by the Workers Compensation statute, the policy shall provide special insurance for the protection of such employees not otherwise protected, which is similar to the coverage required above;

9.3. **Other Insurance.** Each insurance policy shall include an "other insurance provision" by the insurance company providing coverage under such policy to the effect that if there are two or more separate and individual policies potentially covering any claim or loss and there is any dispute between the insurance companies providing coverage under such policies over which policy or policies should pay any claim or loss, such insurance companies shall pay such claim or loss according to common insurance industry practice as provided in the "other insurance clauses" of such policies, and such coverage shall be in excess of any other insurance maintained with respect to such claim or loss.

10. **ATTORNEYS' FEES.** In any action or proceeding for the enforcement or interpretation of, or to restrain the violation of, any provision of this Agreement, the prevailing Party or Parties as determined by a final court judgment shall be entitled to recover from the other Party or Parties such reasonable attorneys' fees and expenses incurred in the action as the court may award.

11. **INTERPRETATION.** This Agreement is not intended to create, nor shall it be construed to create, a joint venture, a partnership, or any other similar relationship among any of the Parties. The captions of the various provisions of this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents thereof. This Agreement shall be construed in accordance with the laws of the state of California. Time is of the essence in this Agreement.

12. **ENTIRE AGREEMENT.** This Agreement supersedes all prior written or verbal representations or declarations of the Parties concerning the subject matter hereof.

13. **MORTGAGEE PROTECTION.** No portion of this Agreement or any amendment or violation thereof shall operate to defeat or render invalid, in whole or in part, the rights of the beneficiary, insurer, guarantor, or holder of any mortgage or deed of trust encumbering any portion of Lot 376 or Lot 6. After a beneficiary or other person obtains title to real property subject to this Agreement by judicial foreclosure or by means set forth in a mortgage or deed of trust, such real property shall remain subject to this Agreement.

14. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same instrument.

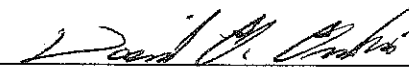
This Agreement shall be effective upon recordation in the Official Records of San Diego County, California, and is dated for reference purposes as of _____, 20____.

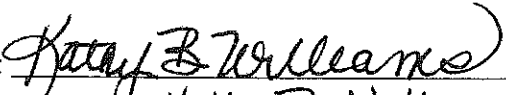
[SIGNATURES ON FOLLOWING PAGES]

*[SIGNATURES TO GRANT OF EASEMENTS AND
COVENANT RUNNING WITH THE LAND]*

Address:
c/o Association Mgmt Group
2131 Las Palmas, Ste. A
Carlsbad, CA 92011
Attn: Mr. Earl Feuer

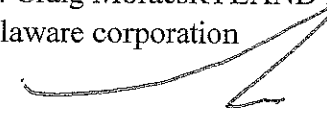
CHANTEMAR HOMEOWNERS ASSOCIATION
a California nonprofit mutual benefit corporation


By: 
Print Name: David O. Overskei
Title: President

By: 
Print Name: Kathy B Williams
Title: Director

"Association"

Address:
49 Discovery, Suite 250
Irvine, CA 92518
Attn: Craig MoraesRYLAND HOMES OF CALIFORNIA, INC.,
a Delaware corporation

By: 
Print Name: RICHARD P. DOUGLASS
Title: VICE PRESIDENT

By: 
Print Name: SCOTT PASTERNAK
Title: ASSISTANT VICE PRESIDENT

"Declarant"

STATE OF CALIFORNIA

COUNTY OF San Diego

On March 12th, 2013, before me, Lisa M. Haines, Notary Public
(here insert name and title of the officer)

personally appeared David D. Overstkei

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature: Lisa M. Haines



(SEAL)

STATE OF CALIFORNIA

COUNTY OF San Diego

On March 12th, 2013, before me, Lisa M. Haines, Notary Public
(here insert name and title of the officer)

personally appeared Kathy B. Williams

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature: Lisa M. Haines



(SEAL)

STATE OF CALIFORNIA

COUNTY OF ORANGE

On MARCH 13, 2013, before me, MICHELLE L. WEHR, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared RICHARD P. DOUGLASS

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: MICHELLE L. WEHR



(SEAL)

STATE OF CALIFORNIA

COUNTY OF ORANGE

On MARCH 13, 2013, before me, MICHELLE L. WEHR, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared SCOTT PASTERNAK

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: MICHELLE L. WEHR



(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF LOT 376

Lot 376 of Map of Scripps Hills Unit No. 5, in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 10195, as filed in the Office of the County Recorder of San Diego County, September 14, 1981.

EXHIBIT B

LEGAL DESCRIPTION OF LOT 6

Lot 6 of Map of Fairbrook Estates No. 15653, recorded as Document No. 2007-0770289 as filed in the Office of the County Recorder of San Diego County, December 13, 2007.

EXHIBIT C
EASEMENT AREA

FAIRBROOK ESTATES
EXHIBIT C

