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Diamond Bar, CA 91765

**RESERVATION OF EASEMENT AND
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
TRACT #15832**

Jan 16, 2001

**RESERVATION OF EASEMENT AND
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

This RESERVATION OF EASEMENTS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Reservation") is executed this 16th day of January 2001, by BHS Inc. ("BHS").

RECITALS

- A. BHS is the owner of that certain real property located in the City of Redlands, County of San Bernardino, State of California, described in Exhibit "A", attached hereto, which consists of 4 parcels (the "Parcels").
- B. The Parcels share a common driveway which is located over portions of each of the Parcels as described in Exhibit "B", attached hereto ("Driveway").
- C. The Driveway is to be used in common by the owners of the Parcels.
- D. BHS wishes to reserve an easement over the Driveway in favor of the owners of the Parcels.
- E. BHS wishes to provide for the common maintenance and repair of the Driveway and appurtenances located thereon and thereunder.

NOW THEREFORE, BHS declares as follows:

- 1. BHS hereby reserves a non-exclusive easement for purposes of utility purposes, pedestrian purposes, ingress, and egress in favor of each of the Parcels.
- 2. The owners of the Parcels shall be jointly and severally liable for the maintenance, repairs and capital improvements for the Driveway .
- 3. Each owner of one of the Parcels shall be responsible for any work on utility facilities within the Driveway which serve only their Parcel and shall also be responsible for making any repairs to the Driveway itself upon completion of any such work.
- 4. Each owner of one of the Parcels shall ensure that the Driveway is not blocked or obstructed by any vehicles, rubbish, or other items.

5. There shall not be any parking in the Driveway.
6. Each owner of a Parcel shall be responsible for any damage caused to the Driveway by such owner or such owner's guests, tenants, invitees, agents, or employees.
7. The easements reserved herein are to be in full force and effect at such time that any of the Parcels are owned by different parties.
8. The easements reserved herein are permanent in nature and shall inure to the benefit of and be binding upon the owners of the Parcels and their respective successors-in-interest.
9. The covenants and conditions contained herein are equitable servitudes and shall run with the land.
10. Any dispute under this Reservation shall be referred to binding arbitration.
11. In the event of any dispute under the terms of this Reservation, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief obtained.
12. This Reservation may not be amended except by a written document signed by the owners of the Parcels and recorded in the Office of the San Bernardino County Recorder.
13. No revocation, change, modification or amendment of this Reservation shall take place unless and until the parties have obtained the prior written consent of the City of Redlands and any such revocation, change, modification or amendment shall state that such approval has been obtained.

"BHS"

BHS, Inc.



President



Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

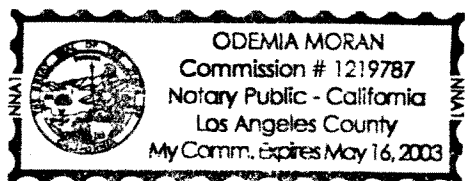
State of CALIFORNIA

County of Los Angeles

On JANUARY 10, 2001 before me, Odemia Moran Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Hubert J. Yen
NAME(S) OF SIGNER(S)

☒ 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.

Odemia Moran
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

All of Lot 1, Block 3, according to Map No. 12 of Redlands Heights, in the City of Redlands, County of San Bernardino on file in Book 11, Page(s) 2 of Maps, Records of said County, California.

Excepting therefrom that portion described as follows:

Beginning at the Southeast corner of said Lot 1; thence along the South line of said lot South 89° 45' West 238.16 feet; thence North 68° 29' East 124.26 feet; thence South 80° 24' 30" East 121.53 feet to a point on the Easterly line of said lot; thence along said line South 6° 44' East 24.39 feet to the point of beginning.

LEGAL DESCRIPTION
TRACT NO. 15832, SMILEY HEIGHTS

PRIVATE STREET

BEING A PORTION OF LOT 1, BLOCK 3 AS SHOWN ON MAP NO. 12 OF REDLANDS HEIGHTS RECORDED IN BOOK 11, PAGE 2, RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IN SECTION 33, T.1S., R.3W, S.B.M.

BEGINNING AT THE WESTERLY CORNER OF SAID LOT 1, BEING IN THE SOUTHEASTERLY LINE OF CYPRESS AVENUE, 100' WIDE; THENCE ALONG SAID LINE NORTH $56^{\circ}20'08''$ EAST 30.24 FEET; THENCE SOUTH $40^{\circ}49'27''$ EAST 251.38 FEET; THENCE SOUTH $28^{\circ}06'12''$ EAST 207.89 FEET; THENCE SOUTH $89^{\circ}34'02''$ WEST 33.87 FEET; THENCE NORTH $28^{\circ}06'12''$ WEST 188.82 FEET; THENCE NORTH $40^{\circ}49'27''$ WEST 251.80 FEET TO THE POINT OF BEGINNING.

William Edward Snell
12-15-00

