

WHEN RECORDED RETURN TO  
PARK (VINE BUSINESS CENTER ASSOCIATION)  
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Newport Beach, California 92660

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PARK IFVINE BUSINESS CENTER

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PARK IRVINE BUSINESS CENTER

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 1978, by PARK IRVINE BUSINESS CENTER ASSOCIATES, a California general Partnership, hereinafter referred to as "Declarant":

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property in the City of Tustin, County of Orange, State of California, described as:

Parcels 1 through 43, inclusive, and  
Parcel "A" in the City of Tustin,  
County of Orange, State of California,  
filed in Book 436, Pages 8, 9 and 10  
of Miscellaneous Maps, Records of  
Orange County, California ("Property").

WHEREAS, IRVINE INDUSTRIAL CENTER, a California corporation, recorded, on April 30, 1974 as Document No. 30073 in Book 11132, Page 514 of Official Records of Orange County, California, a Declaration of Restrictions covering the above-described land and other land, governing use and improvement of the above-described property;

WHEREAS, Declarant deems it desirable to impose a general plan for the improvement, development and maintenance of the Property and to adopt and establish covenants, conditions and restrictions upon the Property for the purpose of enforcing and protecting the value, desirability and attractiveness thereof;

WHEREAS, Declarant deems it desirable to set aside the area described in Parcel "A" of the Property as common area for the use of the owners of Parcels 1 through 43, inclusive, of the Property, to create a corporation to which shall be delegated and assigned the powers of disbursing funds pursuant to the assessments and charges hereinafter created and referred to, and administering and enforcing these covenants, conditions and restrictions;

WHEREAS, PARK RIVINE BUSINESS CENTER ASSOCIATION, a non-profit corporation, will be incorporated under the laws of the State of California for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, Declarant will convey title to all of said Parcels on said parcel map subject to certain protective covenants, conditions, and restrictions hereinafter set forth;

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the whole parcel and their successors and assigns. These covenants, conditions, restrictions and easements shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon the Property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements, all as follows, to wit:

## ARTICLE I

DEFINITIONS

Section 1.01. "Association" shall mean and refer to PARK IRVINE BUSINESS CENTER ASSOCIATION, INC. a nonprofit corporation, incorporated under the laws of the State of California.

Section 1.02. "Property" shall mean and refer to all of the real property known as, Parcels 1 through 43, inclusive, and parcel "A" in the City of Tustin, County of Orange, State of California, filed in Book 436, Pages 8,9 and 10 of Miscellaneous Maps, Records of Orange County, California.

Section 1.03. "Common Area" shall mean and refer to Parcel "A" of the Property, owned, maintained and administered by the Association for the common use and enjoyment of the members of the Association.

Section 1.04. "Lot" in said property shall mean and refer to the elements of a planned unit development which are not owned in common with the other owners of other Lots. The boundaries of a Lot shall be shown and defined on the subdivision plan, that has been or will be filed, in the office of the County Recorder of Orange County. In interpreting deed and plans, the existing physical boundaries of a Lot reconstructed in substantial accordance with the original plans shall be conclusively presented to be its boundaries, rather than metes and bounds, or other description, expressed in the deed or plan, regardless of settling or lateral movement of buildings and regardless of minor variances between boundaries shown on the plan or in the deed and those of a building.

Section 1.05. "Member" shall mean and refer to every person or entity who holds membership in the Association as provided in Article II, Section 2.01.

Section 1.06. "Owner" shall mean and refer to the person or entity who is the record owner of fee simple title to any Lot which is a part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.07. "Declarant" shall mean and refer to PARK IRVINE BUSINESS CENTER ASSOCIATES, a California general partnership, its successors and assigns.

Section 1.08. "Conveyance" shall mean and refer to conveyance of a fee simple title, or lease of any part of the property.

Section 1.09. "Common Expenses" shall mean and refer to the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Area, and the Lots, to the extent provided in this Declaration; unpaid assessments; maintenance of a fire detection system; management and administration of the Association, including, but not limited to, compensation paid by the Association to accountants, attorneys and employees, if services benefiting the Common Area; reasonable reserves as appropriate; taxes paid by the Association; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Area or portions thereof; amounts paid or incurred by the Association in collecting assessments pursuant to Article V hereof, including amounts expended to purchase a Lot in connection with the foreclosure of the assessment lien against such Lot and expenses incurred by the Association for any reason whatsoever in connection with the Common Area, this Declaration or any amendment to this Declaration, the Articles, or By-Laws or in furtherance of the purpose of the Association or in the discharge of any obligations imposed on the Association or the Board of Directors of the Association by this Declaration or any amendment to this Declaration.

Section 1.10 "Assessment" shall mean and refer to any or all of the Assessments hereinafter defined:

(a) "Regular Assessment" shall mean and refer to a charge against each Owner and his Lot representing a portion of the cost to the Association to provide for and promote the health, safety and welfare of the Members of the Association and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, without limitation, building up reserves for such purposes.

(b) "Special Assessment" shall mean and refer to a charge against a particular Owner and his Lot, directly attributable to such Owner, for certain costs incurred by the Association or Declarant for materials or services furnished to such Owner or his Lot at the request of or on behalf of

such Owner as a result of any Owner failing to maintain any portion of his Lot in accordance with the provisions of this Declaration or for materials or services furnished to the Common Area or any portion of any Lot which the Association maintains pursuant to this Declaration, as a result of the negligence or wilfull misconduct of any Owner, his employees, guests or invitees, or for excessive use or special use of the services or facilities provided by the Association, including but not limited to parking, trash removal and maintenance of improvements.

(c) "Capital Improvement Assessment" shall mean and refer to a charge against each Owner and his Lot representing a portion of the cost to the Association for the installation, construction, unexpected repair or replacement of any capital improvements, including the necessary fixtures and personal property related thereto, on any Common Area or any other portion of the Property upon which the Association may be required to install, construct, repair or replace any capital improvements as provided in this Declaration.

## ARTICLE II

### MEMBERSHIP

Section 2.01. Membership. Every person or entity owning a fee or undivided fee interest in any Lot which is subject by these covenants to assessment by the Association, shall be a Member of the Association.

The terms and provisions set forth in this Declaration, which are binding upon all Owners of all Lots and all Members in the Association, are not exclusive as both the Member and the Lot owned by the Member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the fee ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2.02. Transfer. The membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale or assignment of such Lot and then only to the purchaser or assignee thereof. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 2.03. Voting Rights. The Association shall have two classes of membership.

Class A. Class A Members shall be all those Owners as defined in Section 2.01 above with the exception of Declarant. Class A Members shall be entitled to the number of votes attributable to their Lot in which they hold the interest required for membership by Section 2.01 above (which is based upon Declarant's estimate in good faith of the approximate number of square feet in each of the buildings which Declarant intends to construct on the Lots), as shown on Exhibit "A" attached hereto, in the column entitled "Percentage of Assessments". When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall the number of votes for each lot be greater than the votes calculated in accordance with this Section. Any votes cast with regard to any such Lot in violation of this provision shall be null and void.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to the number of votes attributable to Lots in which it holds the interest required for membership by Section 2.01 above, as shown on Exhibit "A" hereto in the column entitled "Percentage of Assessments", multiplied by five (5) votes, provided that the Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership;

(b) The expiration of seven (7) years from the date hereof.

## ARTICLE III

PROPERTY RIGHTS IN THE LOTS AND COMMON AREAS

Section 3.01. Title to the Lots. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee title to the Lots free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration.

Section 3.02. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all liens and encumbrances, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration. Said conveyance shall be made to the Association prior to or concurrently with the conveyances of any improved Lot.

Section 3.03. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area, including but not limited to a right of access, an easement for parking purposes, more particularly described in Section 3.11 below, and easements for utilities, sewage and drainage, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the Common Area (for other than access, ingress and egress) by a Member for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days from any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights or right to use the Common Area, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance

with the By-Laws of the Association;

(c) The right of the Association to grant or transfer all or any part of its easements in the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such grant or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance.

Section 3.04. Delegation of Use. Any Member may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area to his employees, his tenants, sublessees, or contract purchasers and invitees.

Section 3.05. Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot.

Section 3.06. Encroachments. Each Lot within the Project is hereby declared to have an easement over all adjoining property (including Lots and Common Area) for the purpose of:

(a) Accommodating eaves, overhangs and other similar projections created during the original construction of the Project, if any, or the reconstruction or repair of any improvements in accordance with plans and specifications approved by the Architectural Committee; or maintenance or repair of necessary services, including but not limited to fire protection systems, security lighting systems and utilities.

(b) Accommodating minor encroachments due to original engineering or surveying errors, errors in original constructions, errors in reconstruction or repair in accordance with plans and specifications approved by the Architectural Committee, or settlement or shifting or movement of a building or other structure; and

(c) Maintaining, repairing and reconstructing such eaves, overhangs, projections and encroachments.

(d) Accommodating a sign on the Exterior of the building on a Lot (which sign relates to the adjacent Lot) indicating the name of the business and/or Owner of such adjacent Lot; provided, however, the sign, the materials and colors composing it, and its location shall be subject to the prior written approval of the Architectural Committee, and the laws and ordinances of the City of Tustin.

(e) Each Owner agrees for himself and his heirs, successors, executors, administrators and assigns and the Association agrees, for itself, and its successors and assigns, that each will permit free access at reasonable times and upon reasonable notices by each Owner for whose benefit an easement is created hereunder for the purpose of exercising his rights with respect to such maintenance, repair and/or reconstruction.

Section 3.07. Utilities. There are hereby reserved by Declarant, together with the right to grant and transfer the same, easements over each of the Lots and the Common Area for the installation, maintenance, service, repair, reconstruction and replacement of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded tract or parcel maps of the Property, or otherwise created.

Section 3.08. Common Area. There are hereby reserved by Declarant, including without limitation, its sales agents and representatives and prospective purchasers of Lots, together with the right in Declarant to grant and transfer the same, easements over the Common Area as the same may from time to time exist, for construction, display, sales offices and incidental parking and exhibit purposes in connection with the construction, development and sale of the Lots within the Property and for such other purposes as are consistent with this Declaration.

Section 3.09. Discharge of Rights and Obligations. There is hereby reserved by Declarant, together with the right to grant and transfer the same, easements over the Property for the purpose of permitting the Association, the Board of Directors, the Architectural Committee, Declarant and others to discharge

their rights and obligations as described in this Declaration.

Section 3.10. Declarant's Construction. Every Lot shall have an easement reserved in favor of the Declarant for the purpose of ingress and egress and construction purposes in connection with Declarant's construction of common walls separating the structures on Lots as stated in Section 8.12 below.

Section 3.11. Parking Plan. Each Owner shall be entitled to a reasonable number of parking spaces in the Common Area; any parking plan adopted by the Association shall be in compliance with the laws and ordinances of the City of Tustin. The Association has full power to regulate the parking plan and to enforce any parking violations including the right to call local police to issue citations or tow the vehicles which are violating the parking rules of the Association or the laws or ordinances of the City of Tustin. Each Owner is entitled to make an application to the Association for special or modified parking rules if such Owner is able to show special circumstances to warrant a change in the general plan. Any such application shall be considered and a decision shall be rendered by the Association. Each Owner, his employees or invitees shall use, to the extent as is practicable, parking spaces proximate to such Owner's Lot. Owners of adjacent units shall act reasonably in sharing space near the Lots. Any disputes with respect to parking may be referred to the Association for review and disposition. There shall be no parking in any designated loading area or loading zone.

Section 3.12. General Restrictions. All future Owners of the Lots by their acceptance of their respective deeds, covenant and agree as follows:

(a) That the Common Area shall remain undivided, and no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of Owners with respect to the operation and management of the Property.

(b) That if any portion of the Common Area encroaches upon the Lots, a valid easement for the encroachment and for the maintenance, so long as it stands, shall and does exist. In the event any structure is partially or totally destroyed, and then rebuilt, the Owners of the Lots agree that minor encroachments of parts of the Common Area due to construction shall be permitted and that valid easements for said

encroachments and the maintenance thereof shall exist.

(c) That the Common Area is and shall always be subject to easements for minor encroachments thereon of the Lots and that a non-exclusive easement for ingress, egress and support for the Common Area is appurtenant to each Unit and the Common Area is subject to such easement.

(d) A perpetual and non-exclusive easement for the purpose and ingress and egress in connection with the maintenance of the Common Areas and exterior of all buildings within the Property by the Association, is hereby granted to the Association by each Owner, over the entire Common Area and over the exterior and interior of each Lot.

Section 3.13. Right of Declarant. The right of Declarant, its employees, agents, successors and assigns to the non-exclusive use of the Common Area, and the facilities thereon, for display and exhibit purposes in connection with the sale of its Lots in the Property, is specifically reserved by the Declarant; provided, however, that such use will not be for a period of more than seven (7) years after the conveyance of the first Lot or longer than it takes Declarant to sell all Lots in the Property, whichever is sooner.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Property, hereby covenants and agrees to pay, and each Owner of any Lot in this Property by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association:

(1) Regular Assessments, (2) Special Assessments and (3) Capital Improvement Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Regular, Special and Capital Improvement Assessments, together with such interest thereon and costs of collection thereof, as herein-after provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is

made. Each such Assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 4.02. Regular Assessments. The amount of Regular Assessments shall be determined by the Board of Directors of the Association pursuant to this Declaration, the Articles of Incorporation and By-Laws of said Association after giving due consideration to the current maintenance costs and future needs, including the buildup of reserves for working capital and contingencies, (i.e. painting and asphaltting) of the Association. The Regular Assessments shall be paid on a monthly basis. In the event the amount budgeted to meet Common Expenses for any period proves to be excessive in light of the actual Common Expenses, the Board of Directors in its discretion may, by resolution, reduce the amount of the Regular Assessments.

Section 4.03. Special Assessments. Each Owner shall be liable to the Association by way of special assessment for any damage to the Common Areas or to any of the equipment or improvements thereon which may be sustained by reason of the negligence or willfulness conduct of said Owner or of his employees, agents, guests or invitees, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owner shall be joint and several. Any expense incurred by the Association in repairing such damage, together with costs and attorneys' fees, shall be a debt of the Owner causing the same, and the Board may specifically assess by way of special assessment said Owner for the amount thereof to the extent that any such damage shall not be covered by a policy of insurance. The Board may also levy special assessments for Owners who are specifically found to be excessive users of the services or facilities furnished or provided by the Association, included but not limited to trash removal facilities or parking facilities, or for any wrongful violation of this Declaration of Covenants, Conditions and Restrictions which increases the expenses or costs of the Association.

Section 4.04. Capital Improvement Assessments. In addition to the Regular Assessments and Special Assessments, the Association may levy in any calendar year, an assessment

applicable to that year only, for the purpose of defraying in whole or in part, the cost of any Capital Improvement Assessment provided that any such Assessment shall have the approval by vote or written consent of Members entitled to exercise not less than two-thirds (2/3) of the voting power of the membership. In any vote for the imposition of a Capital Improvement Assessment in a sum in excess of \$5,000, the vote of the Declarant as a Class B member shall be excluded.

Section 4.05. Uniform Rate of Assessment. Both Regular and Capital Improvement Assessments shall be based upon the square footage of the building on each Lot which Declarant intends to construct in relationship to the total square footage of all the buildings on the Lots which Declarant intends to construct, and may be collected on a monthly basis. The approximate square footage of the building on each Lot, which Declarant has in good faith estimated, and the percentage of Regular and Capital Improvement Assessments to be paid by the Owner of each such Lot is set forth on Exhibit "A" hereto.

Section 4.06. Date of Commencement of Regular Assessments and Fixing Thereof. The regular Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot within said Property to an individual Owner. Provided, however, that the Association, by a majority vote of its Board of Directors, may extend the commencement date of Regular Assessments to a time not later than two (2) months following the completion of all improvements and landscaping within the Common Area if Declarant, by a written agreement with the Association, agrees to maintain the Common Area until such extended date.

Section 4.07. Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said Assessment, a certificate in writing signed by an officer of the Association, setting forth whether the Assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 4.08. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of

Regular Assessment against each Lot for each year at least thirty (30) days in advance of such year and shall, at that time, prepare a roster of the Lots within the Property and Regular Assessments applicable thereto which shall be kept in the Office of the Association and shall be open to inspection by any Owner during normal business hours.

Written notice of the Regular Assessments shall be sent to every Owner subject thereto at least fifteen (15) days in advance of each year.

The Board of Directors shall fix the amount of all Capital Improvement Assessments at least Thrity (30) days in advance of the date such Assessments shall become due and shall give written notice to each Owner subject thereto at least fifteen (15) days in advance of the date such Assessments shall become due.

Section 4.09. Assessment of Lots Owned by Declarant. Without exception, each Lot owned by Declarant shall be subject to assessment in the same manner as any other Lot owned by any individual Owner.

Section 4.10. Nonuse and Abandonment. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 4.11. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties dedicated to and accepted by a local public authority; (b) all Common Area; (c) all properties exempted from taxation by the laws of the State of California, upon the terms and to the extent of such legal exemption.

## ARTICLE V

### NONPAYMENT OF ASSESSMENTS

Section 5.01. Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30)

days after the delinquency date, a late charge of Ten Dollars (\$10.00) may be levied by the Board of Directors and the Assessment shall bear interest from the date of delinquency at the then legal rate, and in addition to all legal and equitable rights or remedies, the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same or, upon compliance with the notice provisions set forth in Section 5.02 hereof, to foreclose the lien (provided for in Section 4.01 hereof) against the Lot, and there shall be added to the amount of such Assessment interest thereon, the late charges, the costs of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include said interest, late charge and a reasonable attorneys' fee, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such Owner or other Owners for the collection of such delinquent assessments. In lieu of judicially foreclosing the lien, the Association, at its option, may foreclose such lien by proceeding under a power of sale as provided in Section 5.03, such a power of sale being given to the Association as to each and every Lot for the purpose of collecting delinquent Assessments.

Section 5.02. Notice of Lien. No action shall be brought to foreclose an Assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof if recorded by the Association in the office of the County Recorder in the County in which the Property is located. Said notice of claim of lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include the late charge, interest on the unpaid Assessment at the legal rate, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 5.03. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of Sections 2924, 2924b, and 2924c of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner

permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 5.04. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, late charges, interest or fees as shall have been incurred.

Section 5.05. Cumulative Remedies. The Assessment Lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

Section 5.06. Subordination of Assessment Liens. If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

## ARTICLE VI

### ARCHITECTURAL CONTROL

Section 6.01. Architectural Approval. No building, fence, wall, sign or other structure shall be commenced, erected

or maintained upon the Property (including Common Area), nor shall any exterior addition to or change or alteration therein (including painting) be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Section 6.03 hereof. Provided that Declarant, its successors or assigns, shall not be required to comply with the provisions of this Section 6.01. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All improvement work approved by the Architectural Committee shall be diligently completed.

Section 6.02. Landscaping Approval. No trees, bushes, shrubs or plants shall be planted or emplaced until the plans and specifications for the species and placement of any such trees, bushes, shrubs or plants have been submitted to and approved in writing by the Architectural Committee provided for in Section 6.03 hereof. Said plans as submitted shall show in detail the proposed elevations and locations of said trees, bushes, shrubs or plants, including the location and elevation of same in relation to all other Lots subject to these restrictions. Provided that Declarant, its successors or assigns, shall not be required to comply with the provisions of Section 6.02.

Section 6.03. Appointment of Architectural Committee. The Declarant shall initially appoint the Architectural Committee, consisting of not less than three (3) members, who shall remain in office until: (a) ten (10) years from the date of recording of this Declaration; or (b) all of the Lots in the Property have been conveyed, whichever shall first occur. From and after such time or event, as the case may be, the Architectural Committee shall be appointed by the Board of Directors of the Association and shall be composed of three (3) or more representatives who need not be Members of the Association. In the event of the death or resignation of any member of the Committee prior to the time when the Board of Directors of the Association is vested with authority, the Declarant shall have the right to appoint such member's successor.

Section 6.04. No Liability. Neither Declarant, the Association, or the Architectural Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications, and every Owner of any of said property agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Committee, or any of the members thereof to recover any such damages.

Section 6.05. Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of the later of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvements or one (1) year from the date of commencement of construction of any improvements within the Property, said improvement shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all provisions of this Article VI, unless actual notice of such noncompliance and noncompletion, executed by the Architectural Committee or its designated representatives, shall appear of record in the office of the County Recorder of Orange County, California, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 6.06. Rules and Regulations. The Architectural Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

Section 6.07. Variances. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such Committee, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property, and the laws and ordinances of the City of Tustin

and all other applicable governmental laws or regulations.

Section 6.08. Appointment and Designation.

The Architectural Committee may from time to time, by the vote or written consent of a majority of its members, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of said Architectural Committee in all matters delegated.

Section 6.09. Review Fee and Address.

Any plans and specifications shall be submitted in writing for approval together with a reasonable processing fee. The address of the Architectural Committee shall be the principal place of business of the Association or such other place as the Architectural Committee may from time to time designate in writing to the Board of Directors. Such address shall be the place for the submittal of any plans and specifications and the place where the current rules and regulations, if any, of the Architectural Committee shall be kept.

Section 6.10. Inspection.

Any member or agent of the Architectural Committee may from time to time at any reasonable hour or hours and upon reasonable notice enter and inspect any property subject to the jurisdiction of said Architectural Committee as to its improvement or maintenance in compliance with the provisions hereof.

Section 6.11. General Provisions.

The members of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall cease on and after forty (40) years from the date of the recording of this Declaration. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed and duly recorded by the then record Owners of a majority of the Lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee.

Section 6.12. Compliance with Governmental Laws.

The Declarant, its successors and assigns, and all future Owners of any Lot, and their successors and assigns by their acceptance

of their respective deeds, and the Association are bound by and subject to the Planned Community District Regulations of the City of Tustin, the Architectural Guidelines of the City of Tustin, the Declaration of Restrictions recorded by the Irvine Industrial Complex, recorded on April 30, 1974, as Document 30073 in Book 11132, Page 514 of Official Records of Orange County, California, covering the Property described herein, all other laws and ordinances of the City of Tustin and all other applicable governmental laws or regulations. No building or other structure or addition or change or alteration thereof shall be commenced, constructed, erected, placed, altered, maintained or permitted to remain on any of the real property within the property, including the Common Area, which is in violation with any of the laws or ordinances of the City of Tustin or any other applicable governmental laws or regulations.

## ARTICLE VII

### DUTIES AND POWERS OF THE ASSOCIATION

Section 7.01. Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Maintain and otherwise manage all of the Common Area and all facilities, improvements, and landscaping thereon, and all property acquired by the Association;

(b) Have the authority to obtain and maintain, for the benefit of all of the Common Area, all fire hydrants, all water, gas and electric services and refuse collection, including refuse collection to each Member's Lot;

(c) Grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and the Lots;

(d) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable and furthering the purposes of and protecting the interests of the Association and its members; if the particular type of business, use or special circumstances of any individual Owner is responsible for an increase in the premiums to obtain said policy or policies of insurance, the Board of Directors of the Association may require reimbursement from such Owner to compensate the

Association for the higher premium payments.

(e) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall be limited to a duration of one (1) year, except with the approval by vote or written consent by Members entitled to exercise not less than a majority of the voting power of the Association;

(f) Have the power to establish and maintain a working capital and contingency fund from Regular Assessments in an amount to be determined by the Board of Directors of the Association;

(g) Have the exclusive duty to maintain (i) the outer walls of all buildings and canopies on the Lots, excluding roofs, but including repainting of all exterior painted surfaces, and (ii) any landscaping which has been installed by Declarant on the Lots, including the replacement thereof, all in an attractive, neat and orderly condition. Maintenance and replacement of light bulbs and fixtures located on the recess canopy area at the entrance to each Lot shall be the responsibility of the Owner thereof; the Association shall be responsible for the maintenance and replacement of light bulbs and fixtures for the security and parking lighting system throughout the property;

(h) Have the power and duty, subject to the rights of the Declarant as provided herein, to enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and the commencement of actions;

(i) Have the responsibility and duty to manage and maintain all of the Common Area, and improvements thereon, including but not limited to, providing for common trash collection areas and containers, maintenance of the exterior of the buildings and of all parking areas, exterior security lighting, maintenance of all landscape areas and water irrigation system and electrical timers on the irrigation system for such landscape areas, all lighting controls for Common Areas, all fire sprinkling units and fire prevention systems, and mail

delivery and mail collection facilities. Requests for entry shall be made in advance and at times as are reasonable; however, in case of emergency, such right of entry shall be immediate and absolute. Such management and maintenance shall be of a high quality so as to keep the Industrial Park in a first class condition and in a good state of repair;

(j) Maintain, manage and control the water system on the Property to and including the back of the meter; the individual owner is responsible to maintain and manage the water system from the back of the meter into his respective Lot; and

(k) Maintain, manage and control the sewer system on the Property, to and including the main sewer lines; the individual owner is responsible to maintain and manage the sewer system for all lateral lines from said mains to and for the benefit of his respective Lot.

## ARTICLE VIII

### USE RESTRICTIONS

Section 8.01. Business Purposes. All Lots in the property and improvements thereon shall be used for no purpose other than industrial and business purposes consistent with the zoning and such other applicable ordinances of the City of Tustin, or other governmental agencies having jurisdiction, and consistent with any restrictions and/or permitted uses referenced in any Declaration of Covenants, Conditions or Restrictions of record, including the Declaration of Restrictions, filed by the Irvine Industrial Complex on April 30, 1974, in the Official Records of the County of Orange, Book 11132, Page 514, in the Office of the County Recorder of said County, or any other document or record, save and except for the Common Area on which there may be placed landscaping, parking areas, private streets and such uses which the Association may deem necessary to properly maintain the property; however, ancillary activities and businesses associated with industrial activities are permitted.

Section 8.02. Restrictions As to Use. Industrial uses shall include, but not be limited to, the following uses:

(a) General manufacturing and/or assembly.

(b) Manufacture, research, assembly, testing and repair of components, devices, equipment and systems and parts and components.

(c) Businesses engaged in research activities, developmental activities and a repair, maintenance and servicing of components, devices, equipment and systems of parts of components.

(d) Industrial service businesses which provide a service as opposed to the manufacture of a specific product.

(d) Industries engaged in distribution, storage or warehousing.

(f) Accessory uses and industrial support activities when related and incidental to a permitted use.

(g) Headquarter offices (regional or homeoffice) of industries which are accessory to a permitted use.

(h) Administrative professional and business offices which are supportive of industrial activities and incidental to a permitted use.

(i) Construction industries.

(j) Commercial uses are not permitted unless such activities are directly related to the industrial use or activity conducted on the Lot. For purposes of example, should an Owner manufacture fixtures on his Lot he may operate a showroom for such fixture products and accessories related thereto for sale to wholesale purchases, however, display and sale of products to the general retail public shall not be permitted.

Section 8.03. No Residential Use. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any residential or other nonbusiness purpose.

Section 8.04. Signs. No sign or billboard of any kind shall be displayed on any portion of the Property or any Lot, except such sign or signs as may be approved by, and found to be consistent with the Master Sign Plan attached hereto as Exhibit "B" and incorporated herein by this reference, the Architectural Committee and conform to the Planned Community Development Regulations of the City of Tustin in the manner described in Article IV herein; provided, however, that Declarant, its successors and assigns, may erect and maintain such signs and other advertising devices or structures

as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement and sale of said Property.

Section 8.05. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Lot, or which shall in any way increase the rate of insurance.

Section 8.06. Oil Drilling and Mining. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property or any portion thereof, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Property or any portion thereof or within five hundred (500) feet below the surface of the Property. No derrick or other structure designed for use in boring for water, oil or nature gas shall be erected, maintained or permitted upon the Property or any portion thereof.

Section 8.07. Antennas. No television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the buildings constructed on the Lots unless and until the same shall have been approved in writing by the Architectural Committee.

Section 8.08. Drainage. All drainage of water from any Lot and the improvements thereon may drain or flow into adjacent streets, but shall not be allowed to drain or flow upon adjoining Lots unless an easement for such purpose has been granted by this Declaration.

Section 8.09. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot.

Section 8.10. Rubbish. All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. All exterior refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot without the prior written approval of the Architectural Committee.

Section 8.11. Vehicular Storage and Parking. No structure of a temporary or permanent character, trailer, camper, boat or equipment, or materials, supplies, inventory or work in progress or any similar property shall be permitted to remain upon the exterior portion of any Lot or the Common Area. There shall be no parking within the Common Area other than in the parking spaces; provided temporary parking shall be allowed. Temporary parking shall mean parking of delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Owners and parking of vehicles belonging to or being used by Owners for loading or unloading purposes. Such temporary parking shall not unreasonably interfere with another Owner's use of his Lot.

Section 8.12. Encroachments. A Lot shall be subject to any natural settlement of structures which are so constructed that they are shared in common by adjoining Owners, or any encroachment not exceeding four (4) feet onto any Lot by reason of a roof or cave from a structure on an adjoining Lot.

Section 8.13. Party Walls.

(a) Each wall which is built as a part of the original construction of the buildings upon the Property, any part of which is placed on the dividing line between the Lots, shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Section 8.12, each of the adjoining Lot Owners shall assume the burdens and be entitled to the benefits of the provisions of this Section, and the general rules of law regarding party walls, and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. In addition to meeting the other requirements of this Declaration and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild any improvement on his Lot in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining Owner, and the Architectural Committee.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, such Owner shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

(d) If on the Property there is constructed a building, the wall or walls of which adjoin a wall or walls of a building constructed on a contiguous Lot, any such wall shall be considered to adjoin and abut the wall of the contiguous Lot against the surface from the bottom of the foundation over the full length and height of any building so erected. Both Declarant and the Owners of contiguous Lots shall have a reciprocal easement appurtenant to each of said Lots over said contiguous Lots for the purpose of accommodating any encroachment of any wall of any building. Declarant and the Owners of contiguous Lots shall have a reciprocal easement appurtenant to each of said Lots over said contiguous Lots for the purposes of accommodating any natural settling of any structures located on any of said Lots.

(e) In the event of any dispute arising concerning a party wall, or other provisions of this Section 8.12 and the parties elect to submit the dispute to arbitration, then each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, all of which arbitrators shall be members of the American Arbitration Association, and

a decision shall be rendered by a majority of all the arbitrators. Except as provided above, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Any arbitration award shall be binding upon the parties in accordance with the provisions of the laws of California concerning contractual agreement to submit disputes to arbitration.

Section 8.14. Store Front Glass. Each Owner is individually responsible for the maintenance, repair and replacement of the large storefront glass window and all other glass windows included in or attached to his Unit. If any such glass lot is broken, the Owner shall promptly replace the broken glass window with new undamaged glass.

## ARTICLE IX

### GENERAL PROVISIONS

#### Section 9.01. Enforcement.

(a) The Association or the Owner of any Lot, including Declarant, shall have the right to enforce by proceedings at law or in equity all covenants, conditions, restrictions, easements, reservations, liens and charges now or hereafter imposed by this Declaration, as amended and supplemented, the Articles and By-Laws, including without limitation the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these covenants, conditions, restrictions, easements, reservations, liens or charges to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

(b) Should the Association fail to perform its duties of repair and maintenance as specified herein, or should any Owner fail to comply with any of the provisions of this Declaration hereof and should any such failure of the Association or an Owner continue for a period of thirty (30) days following written notice of such failure from Declarant to the Association

or from Declarant and/or the Association to the Owner, (unless different time periods are therein stated) Declarant shall have the right, but not the duty to perform all or a portion of such repair and maintenance by the Association, and Declarant and/or the Association shall have the right, but not the duty, to correct any such noncompliance by Owner, and the cost thereof shall be borne by the Association or any such Owner, respectively; provided, however, that in the event such costs are not paid to Declarant or the Association, as the case may be, within thirty (30) days after Declarant or the Association has furnished a statement therefor, Declarant in the case of a failure by the Association and Declarant and/or the Association in the case of a failure by an Owner, shall have the right, but not the duty, to levy a Special Assessment against each Owner on a pro rata basis to cover such costs of maintenance and repair or against such Owner to cover the costs of correction, if any, of such noncompliance, as the case may be. The Declarant shall have the same remedies as the Association has pursuant to Article V hereinabove to collect delinquent Special Assessments. No one or more failures or refusals by Declarant to accomplish such repair and maintenance work or by Declarant and/or the Association to accomplish such compliance which the Association or an Owner shall have failed to perform shall be deemed a waiver of the right in Declarant or the Association, as the case may be, to perform such work at a later time as to the same or different work or compliance.

(c) The result of every action or omission whereby any covenant, condition, restriction, easement, reservation, lien or charge herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such result and may be exercised by the Association or any Owner, including Declarant, subject to these restrictions.

(d) In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants, conditions, restrictions, easements, reservations, liens or charges or any provisions hereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties

in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

(e) Failure by the Declarant, the Association or by an Owner to enforce any covenant, condition, restriction, easement, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(f) Nothing herein contained shall be deemed to require the Declarant to enforce any covenant, condition, restriction, easement, reservation, lien, charge or provision hereof.

Section 9.02. Negligence and/or Willful Misconduct. The cost of any maintenance services required to be performed by the Association which are caused by the negligence or willful misconduct of any Owner, or his employees, guests or invitees shall be borne entirely by such Owner.

Section 9.03. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.04. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Lots and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective, legal representatives, heirs, successors and assigns, for a term of fifty-five (55) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten(10) years, unless an instrument, signed by a majority of the then Owners of the Lots, has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 9.05. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of an

industrial complex and Common Area within the Property. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 9.06. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended only by an instrument in writing signed by not less than seventy-five percent (75%) of the voting power of the membership of the Association and, further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent (75%) of the voting power of the membership of the Association, and in conformance with all applicable laws, ordinances and regulations. In the event a Lot is owned by more than one Owner, any one of the Co-Owners may sign such instrument in writing on behalf of all Co-Owners. Any amendment must be properly recorded. In addition, any amendment relating to architectural standards, use of the Property or signing shall require the written consent of the City of Tustin.

Section 9.07. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, for all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Section 9.08. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 9.09. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by the Architectural Committee, the Association or any other land Owner in the parcel. Such remedy shall be deemed cumulative and not exclusive.

Section 9.10. Mergers and Consolidations. Upon a merger or consolidation of the Association with another association as provided in the Articles of Incorporation of the Association, its properties, rights and obligations may be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration with the Property, together with the covenants, conditions and restrictions established upon any other property, as one general plan and scheme.

Section 9.11. Enforcement by City of Tustin. The covenants, conditions and restrictions of this Declaration shall run to the City of Tustin insofar as they shall apply to the maintenance of the Common Areas. In the event the Association or other legally responsible person(s) fail to maintain said Common Area in such manner as to cause same to constitute a public nuisance, said City may, upon proper notice and hearing, institute summary abatement procedures and impose a lien for the costs of such abatement upon said Common Area, individual lots or the whole thereof as provided by law.

Section 9.12. Applicability of Governmental Regulation. The covenants, conditions and restrictions contained herein are separate and distinct from any zoning, building or other law ordinance, rule or regulation of City of Tustin or of any governmental authority having jurisdiction over the property which now or in the future may contain difference requirements from or in addition to those contained herein or which may prohibit uses permitted herein or permit use prohibited herein. In the event of any conflict between the provisions hereof and the provisions of any such law, ordinance, rule or regulation, the Owner must first comply with all governmental laws, ordinances, rules or regulations and then to the extent possible, the Owner must comply with these covenants, conditions and restrictions unless such compliance would result in a violation of such law, ordinance, rule or regulation, in which case, upon a finding that compliance herewith would result in such a violation, the Architectural Committee shall waive any such covenant, condition or restrictions

to the extent the results in such a violation, and in connection therewith, the Architectural Committee may impose such conditional covenants, conditions and restrictions as may be necessary to carry out the intent of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

PARK IRVINE BUSINESS CENTER ASSOCIATES  
A California Partnership

By *Thomas J. Barrack, Jr.*  
THOMAS J. BARRACK, JR.,  
ITS Managing Partner

State of California        )  
                                  )  
County of Orange         )

On September 11, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS J. BARRACK, JR., known to me to be the Managing Partner of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Witness my hand and official seal.

SEAL:



*Marjorie A. McMillan*  
Marjorie A. McMillan

## EXHIBIT "A"

<u>LOT NO.</u>	<u>BUILDING SQUARE FEET</u>	<u>PERCENTAGE OF ASSESSMENTS</u>
1-B	3,949	2.071
2-B	4,901	2.571
3-B	3,220	1.689
4-A	3,806	1.996
5-A	5,264	2.761
6-A	3,197	1.677
7-B	3,949	2.071
8-B	4,901	2.571
9-B	3,220	1.689
10-A	3,806	1.996
11-A	5,264	2.761
12-A	3,197	1.677
13-B	3,949	2.071
14-B	4,901	2.571
15-B	3,220	1.689
16-E	5,732	3.007
17-E	4,697	2.464
18-E	5,707	2.994
19-E	4,495	2.358
20-E	4,116	2.159
21-F	5,504	2.887
22-F	4,803	2.519

<u>LOT NO.</u>	<u>BUILDING SQUARE FEET</u>	<u>PERCENTAGE OF ASSESSMENTS</u>
23-F	3,443	1.806
24-F	5,993	3.144
25-F	4,973	2.609
26-F	3,273	1.717
27-F	4,973	2.609
28-F	4,463	2.341
29-F	5,164	2.709
30-C	3,253	1.706
31-C	5,460	2.864
32-C	6,416	3.365
33-C	3,526	1.849
34-D	6,155	3.228
35-D	4,437	2.327
36-D	5,960	3.126
37-D	3,023	1.586
38-A	3,806	1.996
39-A	5,264	2.761
40-A	3,197	1.677
41-B	3,949	2.071
42-B	4,901	2.571
43-B	3,220	1.689
	<u>190,647</u>	<u>100.000</u>