

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Central Justice Center
700 W. Civic Center Drive
Santa Ana, CA 92702

SHORT TITLE: City of Laguna Hills vs. Elite Hospitality, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2020-01139345-CU-MC-CJC

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SUKIN & ROSENFELD LLC;
ERIK M. BLOCK

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

4/14/2020

Clerk of the Superior Court
By Stephen Corona, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

CITY OF LAGUNA HILLS, a municipal entity;
BFE ASSET PARTNERS, LLC, a limited
liability company; GJC PROPERTIES 8 LP, a
limited partnership; SUKIN & ROSENFELD
LLC, a limited liability company; and ERIK M.
BLOCK, an individual,

Plaintiffs,

vs.

ELITE HOSPITALITY, INC.; COUNTY OF
ORANGE; BOARD OF SUPERVISORS OF
THE COUNTY OF ORANGE; ORANGE
COUNTY HEALTH CARE AGENCY; CEO
REAL ESTATE; FRANK KIM; NICHOLE
QUICK; and DOES 1 - 50, inclusive,

Defendants,

ILLUMINATION FOUNDATION, a nonprofit
organization,

Real Parties in Interest.

Case No.: 30-2020-01139345-CU-MC-CJC
JUDGE DEBORAH SERVINO

COMPLAINT FOR:

- (1) ABATEMENT OF PUBLIC NUISANCE;**
- (2) DECLARATORY RELIEF;**
- (3) BREACH OF CC&RS;**
- (4) ABATEMENT OF NUISANCE**

[City exempt from filing fees per Gov. Code § 6103]

COME NOW Plaintiff CITY OF LAGUNA HILLS ("City") and Plaintiffs BFE ASSET
PARTNERS, LLC ("BFE"), GJC PROPERTIES 8 LP ("GJC"), SUKIN & ROSENFELD LLC

1 (“S&R”), and ERIK M. BLOCK (“Block”) (collectively “Owner Plaintiffs”) and hereby allege as
2 follows:

3 **INTRODUCTION**

4 1. This lawsuit challenges unlawful actions of Defendant COUNTY OF ORANGE
5 (“County”) that recklessly create a public nuisance and directly endanger the health and safety of
6 the residents of the City. In response to the unprecedented and deadly pandemic of novel
7 coronavirus (“COVID-19”), and without prior consultation or input from the City, the County
8 entered into an Occupancy Agreement with Defendant ELITE HOSPITALITY, INC. (“Elite”) to
9 take possession of the 76-bed Laguna Hills Inn, located at 23061 Avenida de la Carlota, Laguna
10 Hills, California (“Hotel”).

11 2. As part of the County’s hastily developed COVID-19 program, the County will
12 convert the Hotel into a temporary housing and medical facility for individuals who have underlying
13 medical conditions and have either already tested positive for COVID-19, or are suspected of having
14 contracted COVID-19.

15 3. The County’s decision to temporarily house COVID-19 positive or presumed
16 positive individuals in a repurposed hotel poses a direct threat to the health and safety of the
17 surrounding community. The Agreement will ultimately result in importing into the community a
18 large group of sick and at-risk persons, when the City of Laguna Hills has thus far only had minimal
19 occurrences of the virus.

20 4. The County’s Occupancy Agreement, Post Orders, and occupational guidelines lack
21 the necessary safeguards to protect the neighboring communities. The location itself presents a high
22 and unacceptable risk of propagation of the virus to nearby businesses and customers, including
23 busy restaurants, a mall with several open businesses, and a dialysis center with high risk patients.
24 The Hotel is also only 250 meters away from a high-density mobile home park of 252 residences,
25 comprised of mostly families, and including a significant percentage of high-risk elderly residents.

26 5. By operating a facility of COVID-19-positive or presumed positive individuals,
27 without adequate safety protocols, Defendants are directly creating a public nuisance—one that
28 places the City’s population at a high risk of contracting this deadly disease. Pursuant to Civil Code

section 3480 and Code of Civil Procedure section 731, Plaintiffs request injunctive relief to prohibit Defendants and Real Parties in Interest from operating the Hotel as a COVID-19 facility.

PARTIES

6. Plaintiff CITY OF LAGUNA HILLS (“City”) is a city duly formed under the laws of the State of California.

7. Plaintiff BFE ASSET PARTNERS, LLC (“BFE”) is a limited liability company with its principal place of business in Orange County, California. BFE owns two buildings located at 23113 and 23117 Plaza Pointe Drive, Laguna Hills, California 92653, which are directly across the street from the Hotel.

8. Plaintiff GJC PROPERTIES 8 LP (“GJC”) is a limited partnership with its principal place of business in Orange County, California. GJC owns property located at 23293 S. Pointe Drive, Laguna Hills, CA 92653, within the Plaza Pointe commercial interest development.

9. Plaintiff SUKIN & ROSENFELD LLC (“S&R”) is a limited liability company with its principal place of business in Orange County, California. S&R owns property located at 23121 Plaza Pointe Drive #150, Laguna Hills, CA 92653, within the Plaza Pointe commercial interest development.

10. Plaintiff ERIK M. BLOCK (“Block”) is an Owner of property located at 23275 S. Pointe Drive, Ste 100, Laguna Hills, California 92653.

11. Defendant ELITE HOSPITALITY, INC. (“Elite”) is the owner and operator of, or otherwise holds an ownership interest in, that certain real property located at 23061 Avenida de la Carlota, Laguna Hills, CA 92653, which is permitted and operated as the Laguna Hills Inn (“Hotel”). A true and correct copy of the legal description of the Hotel is attached hereto as ***Exhibit A*** and incorporated by reference.

12. The properties owned by Defendant Elite (the Hotel) and each of the Owner Plaintiffs are all located within a commercial interest development known as Plaza Pointe, as reflected in the Parcel Map, recorded on July 31, 1978, in the Office of the Orange County Recorder, in Book 120, Pages 17 to 21, inclusive. A true and correct copy of said Parcel Map is attached hereto as ***Exhibit B*** and incorporated by reference.

13. The owners of properties located within Plaza Pointe, including the Owner Plaintiffs and Defendant Elite, are subject to certain restrictions and obligations in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, recorded with the Orange County Recorder's Office on August 9, 1978, as Instrument No. 12516 in Book 12791, Pages 1893-1937 ("CC&Rs"). A true and correct copy of the CC&Rs is attached hereto as *Exhibit C* and incorporated by reference.

14. Defendants COUNTY OF ORANGE, BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE; ORANGE COUNTY HEALTH CARE AGENCY; and COUNTY OF ORANGE REAL ESTATE are, and at all times herein mentioned were, public entities duly organized and existing under and by the laws of the State of California.

15. Defendant FRANK KIM is, and all times herein mentioned was, the County Executive Officer and employed by Defendant COUNTY OF ORANGE. At all times pertinent hereto, Defendant FRANK KIM was acting in his official capacity and in the course and scope of his employment with Defendant COUNTY OF ORANGE.

16. Defendant NICHOLE QUICK is, and all times herein mentioned was, the Orange County Health Officer of Defendant ORANGE COUNTY HEALTH CARE AGENCY and is employed by Defendant COUNTY OF ORANGE. At all times pertinent hereto, Defendant NICHOLE QUICK was acting in her official capacity and in the course and scope of her employment with Defendant COUNTY OF ORANGE.

17. COUNTY OF ORANGE; BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE; ORANGE COUNTY HEALTH CARE AGENCY; COUNTY OF ORANGE REAL ESTATE; FRANK KIM; ROBERT WILSON and NICHOLE QUICK are collectively referred to as the "County Defendants".

18. Plaintiffs are informed and believe, and thereon allege, that Real Party in Interest ILLUMINATION FOUNDATION ("Illumination") is a non-profit 501(c)(3) organization engaged in providing various services, including housing and healthcare, to selected portions of the population in Southern California.

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19. Plaintiffs are unaware of the true names and capacities, whether individual, corporate, or otherwise, of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sue these parties by their fictitious names. Plaintiffs will amend this Complaint to state the true names and capacities of such fictitiously named defendants when ascertained.

20. Plaintiffs are informed and believe, and thereon allege, that at all times material hereto, Defendants including DOES 1 through 50, were and now are either the agents or principals of the other Defendants, and of each other, or were and now are either the interest holders, or co-obligees of the other Defendants, or were and now are the employer and/or employee of the other Defendants, and in such capacity or capacities, stand to be directly affected by this litigation.

JURISDICTION AND VENUE

21. This action is an unlimited civil case and seeks damages in excess of the minimum jurisdictional limits of this Court.

22. Venue is proper in this Court because the real property that is the subject of this action (the Hotel) is located in this judicial district and because the activities constituting the alleged nuisance and breach of CC&Rs occurred in this judicial district.

FACTUAL ALLEGATIONS

COUNTY'S DECISION TO LEASE HOTEL AS A COVID-19 FACILITY

23. On March 12, 2020, Governor Newsom issued an emergency order that, among other things, authorized the California Health and Human Services Agency and the Office of Emergency Services to make available, through any necessary contracts, hotels and other housing facilities as temporary residences or medical facilities for quarantine or isolation of residents who test positive for COVID-19 or who have a high risk exposure and thought to be in the incubation period.

24. On April 7, 2020, without any prior consultation with the City, the County entered into an Occupancy Agreement with Elite to take possession of the Hotel for a minimum of 90 days, for use as a COVID-19 housing and medical facility for transient individuals who have underlying medical conditions and have already contracted or are suspected of having contracted COVID-19. Rental payments of over \$250,000 per month will be made to Elite. The Agreement commenced on April 10, 2020, at which time the County and Illumination were provided access in order to

1 “stage and prepare the property for tenants, or other parties.” A true and correct copy of said
2 Occupancy Agreement is attached hereto as ***Exhibit D*** and incorporated by reference.

3 25. Significantly, the Occupancy Agreement does not provide any description of or set
4 any binding, enforceable standards for the COVID-19 isolation or “lockdown” operations, and fails
5 to set forth any safeguards to ensure the health and safety of the nearby residents, business owners
6 and employees, and customers.

7 26. The City strongly opposes the use of the Hotel as a COVID-19 shelter and treatment
8 facility, and is extremely concerned about the importation into the community of a large group of
9 sick and at-risk persons, which the City of Laguna Hills has thus far had minimal occurrences of the
10 COVID--19 virus.

11 27. The location itself presents a high and unacceptable risk of propagation of the virus
12 to the businesses and customers frequenting the area as well as nearby residential neighborhoods
13 only 250 meters from the Hotel. Further, given that senior citizens are by far the most at risk for
14 serious illness and death from the disease, the Hotel’s proximity to Laguna Woods Village, home
15 of over 18,800 seniors, is dangerous to that community as well.

16 28. Statistics from the CDC confirm that individuals who are 65-years-old and older are
17 at high risk of severe illness resulting from COVID-19. As of March 2020, 8 out of 10 deaths from
18 COVID-19 in the United States have been from adults who are 65-years old and older. If a person
19 more than 65-years-old contracts COVID-19, there is a 31% to 59% chance that the person will be
20 hospitalized. If a person more than 65-years-old contracts COVID-19, there is an 11% to 39%
21 chance that the person will be admitted to an intensive care unit. If a person more than 65-years-old
22 contracts COVID-19, there is a 4% to 11% chance that the person will die.

23 29. Defendants have failed to address significant concerns regarding the danger the
24 COVID-19 facility would impose on the surrounding community and the unsuitability of this
25 particular location. Among other things, Plaintiffs are concerned with the following unanswered
26 questions: the number of quarantined persons who would be housed at the Hotel; the transportation
27 of quarantined residents to and from the Hotel; the type of onsite medical staffing and services that
28 would be provided; the degree to which the County already had or needed personal protective

1 equipment (PPE) for all projected staff and for any visitors; the protocols and measures to prevent
2 onsite residents and staff from accessing and infecting the surrounding community; and the level of
3 security at the facility and whether the security personnel could or would prevent residents from
4 leaving the facility.

5 30. Upon information and belief, Real Party in Interest Illumination is to provide initial
6 assessment, case management, transportation, onsite staffing, and PPE for staff and residents.
7 According to the County's program materials, Illumination staff will ensure that admitted residents
8 follow self-quarantine, and those who do not would be "exited and provided an alternative
9 placement option." However, Defendants have failed to provide specific information regarding the
10 existence of any binding and enforceable safeguards to protect the businesses and residential
11 communities living in close proximity to the Hotel.

12 31. In entering into the Occupancy Agreement, County Defendants have failed to comply
13 with the State of California's mandates found in the fact sheet entitled "Project Roomkey:
14 Emergency Housing for Immediate Protection," which specifically states that "[all of these local
15 efforts should be closely coordinated with applicable local partners, including cities, housing and
16 public health agencies, homeless Continuums of Care, behavioral health, labor, nonprofit
17 organizations and others with experience servicing this population." (Emphasis added.) The County
18 did not consult or coordinate with the City at all prior to entering into the Occupancy Agreement,
19 nor did the County select a COVID-19 facility for operation in an "appropriate geographic location"
20 in needlessly placing the surrounding community of business owners, employees, and residents at
21 high risk of contracting this life threatening disease.

22 PLAZA POINTE CC&RS GOVERNING THE HOTEL

23 32. The covenants and restrictions contained in the CC&Rs are equitable servitudes
24 inuring to the benefit of, and are binding upon, all Owners within Plaza Pointe: "All, and each of
25 these covenants, conditions, restrictions, and easements are hereby imposed as equitable servitudes
26 upon the Properties, shall run with the Properties, and shall be binding on all parties having or
27 acquiring any right, title or interest in the Properties or in any part thereof, and their successors and
28 assigns." (*Exhibit C, Preamble C.*)

1 33. The Owner Plaintiffs own property within Plaza Pointe and are entitled to the rights
2 afforded by the CC&Rs. Pursuant to **Article IX, Section 9.01**, the Owner Plaintiffs have standing
3 to bring the present action seeking injunctive relief to enjoin Defendants from converting and
4 operating the Hotel as a COVID-19 infectious disease facility:

5 Failure to comply with any of the terms of this Declaration or the
6 Development Committee regulations adopted pursuant thereto, by an
7 Owner, his guests, employees, invitees or tenants, shall be grounds
8 for relief which may include, without limitation, an action to recover
9 sums due for damages, injunctive relief, foreclosure of mechanics
10 lien, or any combination thereof, which relief may be sought by
11 Declarant, the Development Committee, or, if appropriate, by an
12 aggrieved Owner. ... Any Owner (not at the time in default
13 hereunder), or Declarant shall be entitled to bring an action for
14 damages against any defaulting Owner, and in addition may enjoin
15 any violation of this Declaration.

16 34. As Owner of the Hotel property within Plaza Pointe, Elite is subject to the covenants
17 and restrictions found in the CC&Rs.

18 35. The CC&Rs also broadly define who is an “Owner” at Plaza Pointe with respect to
19 the controlling use restrictions. **Article I, Section 1.08** provides that “[f]or purposes of Article II
20 only, unless the context otherwise requires, Owner shall also include the guests, invitees, licensees
21 and lessees of any Owner.” Thus, the CC&Rs are also binding and restrict the actions of the County
22 Defendants and the Real Party in Interest Illumination as Elite’s lessees and/or invitees.

23 36. **Article II, Section 2.06** further provides that “[the] Declaration is intended to be
24 binding upon any lessee or tenant of any Lot, or portion thereof,” which includes the County
25 Defendants as a result of the Occupancy Agreement.

26 37. **Article II, Section 2.01** of the CC&Rs provides: “Incorporation of Planned
27 Community Regulations. In addition to the covenants, conditions and restrictions contained in this
28 Declaration, all Lots in the Properties shall be improved, held, leased and occupied subject to all of
the provisions and requirements of the Planned Community Regulations which are incorporated
herein by this reference.” The Planned Community Regulations are those of the Laguna Hills

Industrial Park Planned Community, as defined in **Article I, Section 1.10**, true and correct copies of which are attached hereto as *Exhibit E* and incorporated by reference.

38. **Article II, Section 2.02** requires advanced approval by the City and the Plaza Pointe Development Committee for any change in operation or use not previously authorized:

Other Operations and Uses. Operations and uses that are neither specifically prohibited nor specifically authorized by this Declaration, including the Planned Community Regulations as incorporated herein, may be permitted in a specific case if (i) such operations or uses are first approved by the County of Orange or such other governmental entity then having jurisdiction [*i.e.*, the City] and (ii) written operational plans and specifications for such operations or uses, containing such information as may be requested by the Development Committee, which approval shall be based upon analysis of the anticipated effect of such operations or uses upon other Lots, upon other real property in the vicinity of the Properties, and upon the occupants thereof, but shall be in the sole discretion of the Development Committee, as further provided in Article III of the Declaration.

39. **Article II, Section 2.03** of the CC&Rs states: “Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or any part of the Properties, 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 for any other Lot.”

40. **Article IX, Section 9.03** further provides that “any violation of this Declaration shall be deemed to be a nuisance.”

41. **Article III, Section 3.02** mandates: “[N]o Improvements shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein 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 by the Development Committee as to harmony of external design, color and location in relation to surrounding structures and topography.”

42. **Article I, Section 1.05** defines “Improvement” to include “all structures and appurtenances thereto of every kind, including but not limited to buildings, utility systems, walkways, driveways, parking areas, loading areas, landscaping items, fences, walls, decks, stairs, poles, landscaping vegetation, signs, and exterior fixtures.” (Emphasis added.)

43. The Owner Plaintiffs are informed and believe, and thereon allege, that Defendants’ attempt to use the Hotel to shelter and treat COVID-19 patients constitutes a change of use not specifically authorized under the CC&Rs nor permitted by the Planned Community Regulations, in violation of Article II, Sections 2.01 and 2.02 of the CC&Rs.

44. The Owner Plaintiffs are informed and believe, and thereon allege, that Defendants’ attempt to use the Hotel to shelter and treat COVID-19 patients constitutes a change of use of the Hotel without the required prior approval by the City or the Plaza Pointe Development Committee, in violation of Article II, Section 2.02 of the CC&Rs.

45. The Owner Plaintiffs are informed and believe, and thereon allege, that Defendants’ attempt to use the Hotel to shelter and treat COVID-19 patients constitutes a significant health and safety risk and a nuisance within the meaning of, and in violation of, Article II, Section 2.03 and Article IX, Section 9.03 of the CC&Rs.

46. Defendants have already commenced certain improvements on and around the Hotel Property, including erecting fences, as part of their plans to convert the Hotel into a COVID-19 infectious disease facility, without first submitting necessary plans and specifications for approval by the Plaza Pointe Development Committee, in violation of Article III, Section 3.02 of the CC&Rs.

FIRST CAUSE OF ACTION

FOR ABATEMENT OF PUBLIC NUISANCE

(By All Plaintiffs Against All Defendants)

47. Plaintiffs fully incorporate by this reference the foregoing paragraphs contained in this Complaint, with the same force and effect as though fully set forth herein.

48. Plaintiffs are not required to separately comply with the Government Claims Act, Government Code sections 810 *et seq.*, as they seek injunctive relief against the County Defendants, and not money or damages. (Gov. Code. § 945.4; *Hart v. Alameda Cty* (1999) 76 Cal.App.4th 766.)

1 49. Government Code section 815 does not bar nuisance actions against public entities
2 to the extent that such actions are founded on Civil Code sections 3479, 3480 and 3481, which
3 define public and private nuisances. (*Vedder v. County of Imperial* (1974) 36 Cal.App.3d 654, 661.)

4 50. The City of Laguna Hills Municipal Code 7-04 makes a property owner directly
5 responsible for abating a public nuisance on their property.

6 51. Plaintiffs are informed and believe and thereon allege that Defendants' conduct, as
7 alleged herein, has constituted a public nuisance, as such conduct has caused an interference with
8 collective social interests that are substantial and unreasonable, defined in Civil Code section 3480
9 and other applicable law.

10 52. In entering into the Occupancy Agreement whereby COVID-19 patients will be
11 brought into the community and then sheltered and treated at the Hotel, Defendants have created a
12 condition that results in a significant health and safety risk to the business owners, employees,
13 customers and, particularly, the residents of the surrounding community.

14 53. The seriousness of the above-described harm to Plaintiffs and the community far
15 outweighs any potential economic benefit that may be obtained by the Occupancy Agreement.

16 54. None of the Plaintiffs were consulted or provided their consent to the Occupancy
17 Agreement or Defendants' decision to subject the City, the Owner Plaintiffs, and the surrounding
18 business community and residents to such an extreme and outrageous health and safety risk.

19 55. Plaintiffs are informed and believe and thereon allege that as a result of the nuisance
20 caused by Defendants, Plaintiffs have been adversely affected by such conduct and will continue to
21 be so affected each day the nuisance continues.

22 56. Plaintiffs are informed and believe and thereon alleges that if Defendants' nuisance
23 is not immediately abated, it will continue to cause irreparable harm to Plaintiffs, as well as subject
24 the surrounding community an unnecessary and unjustifiable risk of exposure to COVID-19, along
25 with the resulting possibility for significant personal injuries and potential fatalities.

26 57. Plaintiffs have incurred attorney fees in preparing and filing this lawsuit in the public
27 interest and will continue to incur attorney fees in an amount not yet known in prosecuting this
28 lawsuit and this cause of action in the public interest.

SECOND CAUSE OF ACTION

DECLARATORY RELIEF

(By All Plaintiffs Against All Defendants)

58. Plaintiffs fully incorporate by this reference the foregoing paragraphs contained in this Complaint, with the same force and effect as though fully set forth herein.

59. There is an actual, present, and continuing controversy between Plaintiffs on the one hand, and Defendants on the other, in that Plaintiffs contend that the County's possession and operation of the Hotel as a COVID-19 facility poses a direct threat and is injurious to Plaintiffs, to the population of the City, and to other Owners of Plaza Pointe, and thus constitutes a public nuisance subject to injunctive relief and abatement.

60. Plaintiffs are informed and believe, and thereon allege, that Defendants deny each of the above contentions.

61. It is appropriate and necessary, therefore, that the Court issue a declaration determining that the County's possession and operation of the Hotel as a COVID-19 isolation or "lockdown" facility poses a direct threat and is injurious to Plaintiffs, the population of the City, and other Owners of Plaza Pointe, and thus constitutes a public nuisance warranting injunctive relief and abatement.

62. Plaintiffs have incurred attorney fees in preparing and filing this lawsuit in the public interest and will continue to incur attorney fees in an amount not yet known in prosecuting this lawsuit and this cause of action in the public interest.

63. Further, there is an actual, present, and continuing controversy between the Owner Plaintiffs and Defendant Elite in that the Owner Plaintiffs maintain that the CC&Rs forbid Elite's conduct as aforesaid, and that Elite has already moved forward with signing an Occupancy Agreement with the County Defendants, as well as beginning the process of erecting fences and other improvements on and around the Hotel, indicative of its position that the CC&Rs have no force or effect upon its current and intended conduct. Accordingly, it is appropriate and necessary that the Court adjudicate said controversy, interpret the CC&Rs, and issue a declaration enforcing the rights, duties and obligations of the parties to said written document.

THIRD CAUSE OF ACTION

BREACH OF CC&RS - EMERGENCY AND INJUNCTIVE RELIEF

(By Owner Plaintiffs Against All Defendants; Does 1-50)

64. The Owner Plaintiffs fully incorporate by this reference the foregoing paragraphs contained in this Complaint, with the same force and effect as though fully set forth herein.

65. The Owner Plaintiffs have been damaged and injured, and will continue to be damaged and injured, so long as Elite, as well as the County Defendants as Lessee and Real Party in Interest Illumination as invitee, continue to violate and breach the CC&Rs. (Art. I, Sect. 1.08.)

66. The Owner Plaintiffs are informed and believe, and thereon allege, that Defendants' attempt to use the Hotel to shelter and treat COVID-19 patients constitutes a change of use not specifically authorized under the CC&Rs, nor permitted by the Planned Community Regulations, in violation of Article II, Sections 2.01 and 2.02 of the CC&Rs.

67. The Owner Plaintiffs are informed and believe, and thereon allege, that Defendants' attempt to use the Hotel to shelter and treat COVID-19 patients constitutes a change of use of the Hotel without the required prior approval by the City or the Plaza Pointe Development Committee, in violation of Article II, Section 2.02 of the CC&Rs.

68. The Owner Plaintiffs are informed and believe, and thereon allege, that Defendants' attempt to use the Hotel to shelter and treat COVID-19 patients constitutes a significant health and safety risk and a nuisance within the meaning of, and in violation of, Article II, Section 2.03 and Article IX, Section 9.03 of the CC&Rs.

69. Defendants have already commenced certain improvements on and around the Hotel Property, including erecting fences, as part of their plans to convert the Hotel into a COVID-19 infectious disease facility, without first submitting necessary plans and specifications for approval by the Plaza Pointe Development Committee, in violation of Article III, Section 3.02 of the CC&Rs.

70. Defendants' violations and breaches, as described above, are repeated and continuous. Defendants' ongoing wrongful conduct, unless and until enjoined and restrained by order of this Court, will cause great and irreparable injury to the Owner Plaintiffs and other Owners of Plaza Pointe, in that they will be deprived of the benefits of the equitable servitudes and

1 restrictions found within the CC&Rs, thereby diminishing and interfering with the comfortable
2 enjoyment at Plaza Pointe. In this regard, said Plaintiffs have no adequate remedy at law.

3 71. Unless enjoined and restrained by order of this Court, Defendants will continue to
4 refuse to comply with the CC&Rs, and the Owner Plaintiffs and other Owners of Plaza Pointe will
5 be required to enter into a multiplicity of proceedings to protect their interests. Therefore, it is
6 necessary to issue, or cause to be issued, temporary, preliminary and permanent injunctions
7 prohibiting Defendants from continuing to violate the CC&Rs and specifically compelling Elite's
8 compliance.

9 72. Defendants' continued violations of the CC&Rs interferes with the quiet enjoyment
10 of the Owner Plaintiffs and other Owners at Plaza Pointe. Defendants' continued violations of the
11 CC&Rs are offensive and constitute a nuisance. The conversion of the Hotel to a COVID-19
12 infectious disease facility endangers the lives of the Owner Plaintiffs and other Owners of Plaza
13 Pointe, as well as their employees, invitees and guests.

14 73. Defendants' continued violations of the CC&Rs will irreparably harm Plaza Pointe
15 and its Owners by diminishing the desirability, attractiveness, usefulness, and economic value of
16 their respective Properties and by making future enforcement of the CC&Rs with respect to similar
17 violations impracticable, if not impossible. Moreover, unless Defendants are enjoined from further
18 violations of the CC&Rs, the risk of infection and injury will continue.

19 74. The Owner Plaintiffs have no adequate remedy at law to compel Elite and the other
20 Defendants to comply with the CC&Rs, nor can the Owner Plaintiffs be compensated adequately
21 by an award of damages, in that it is impossible for them to determine the precise amount of damage
22 they will suffer if Defendants are not restrained and compliance not compelled; the usefulness and
23 economic value of Plaza Pointe will be substantially diminished; efforts of any Owners to sell or
24 lease their respective Properties or engage in continuing business will be prejudiced; and the use
25 and occupancy of their Properties will be impaired.

26 75. As a result of Defendants' multiple breaches of the CC&Rs, the Owner Plaintiffs
27 have been required to retain the services of the law offices of Richardson | Ober | DeNichilo to
28 enforce the CC&Rs and prosecute this action. **Article IX, Section 9.01** of the CC&Rs provides that

1 the Owner Plaintiffs shall be entitled to recover their attorney fees and costs as the prevailing parties
2 in any action to enforce the CC&Rs. As a direct and proximate result of Defendants' breaches of
3 the CC&Rs, the Owner Plaintiffs have incurred and will continue to incur, attorney fees, costs and
4 expenses in the prosecution of this action.

5 **FOURTH CAUSE OF ACTION**
6 **FOR ABATEMENT OF NUISANCE**

7 **(By Owner Plaintiffs Against All Defendants; Does 1-50)**

8 76. The Owner Plaintiffs fully incorporate by this reference the foregoing paragraphs
9 contained in this Complaint, with the same force and effect as though fully set forth herein.

10 77. The Owner Plaintiffs are informed and believe and thereon allege that Defendants'
11 conduct, as alleged herein, has constituted a nuisance within the meaning of the Plaza Pointe
12 CC&Rs. The Owner Plaintiffs are informed and believe that Defendants' conduct, as alleged herein,
13 constitutes and creates a nuisance, as such conduct has caused an interference with collective social
14 interests that are substantial and unreasonable, defined in Civil Code section 3480 and other
15 applicable law.

16 78. The Owner Plaintiffs have standing to bring this claim against Defendants under
17 Article II, Section 2.03 and Article IX, Section 9.03 of the CC&Rs. Plaintiffs also have standing to
18 bring this action under Civil Code section 3493 because Defendants' conduct has caused and
19 continues to cause a special injury to these Plaintiffs, as well as other Owners of Plaza Pointe and
20 the surrounding community.

21 79. In entering into the Occupancy Agreement whereby COVID-19 patients will be
22 brought into the community and then sheltered and treated at the Hotel, Defendants have created a
23 condition that results in a significant health and safety risk to the business owners, employees,
24 customers and, particularly, the residents of the surrounding community.

25 80. The seriousness of the above-described harm to Plaintiffs and the community far
26 outweighs any potential economic benefit that may be obtained as a result of the Occupancy
27 Agreement.

28 ///

ON THE SECOND CAUSE OF ACTION:

4. For a declaration that Defendants' operation of the Hotel as a COVID-19 infectious disease facility poses a direct threat and is injurious to the Owner Plaintiffs, to the population of the City, and to other Owners of the Plaza Pointe community, and thus constitutes a public nuisance subject to injunctive relief and abatement.

5. That the Court interpret the governing documents referred to hereinabove and attached hereto, and declare the rights, obligations and duties of the parties thereto, finding that Elite is in violation of the Plaza Pointe CC&Rs;

6. For attorney fees, pursuant to Code of Civil Procedure section 1021.5.

ON THE THIRD CAUSE OF ACTION:

7. That Defendants be temporarily, then preliminarily and finally permanently ordered and enjoined to rescind the Occupancy Agreement and cease and desist from converting the Hotel to a COVID-19 infectious disease facility, or operating the Hotel as such; to evict any residents now sheltered at the Hotel; and to thoroughly sanitize any and all areas of the Hotel which may have been exposed to or contaminated by the COVID-19 virus.

8. For compensatory and consequential damages according to proof;

9. For attorney fees, pursuant to the CC&Rs, Article IX, Section 9.01.

ON THE FOURTH CAUSE OF ACTION:

10. That Defendants be temporarily, then preliminarily and finally permanently ordered and enjoined to rescind the Occupancy Agreement and cease and desist from converting the Hotel to a COVID-19 infectious disease facility, or operating the Hotel as such; to evict any residents now sheltered at the Hotel; and to thoroughly sanitize any and all areas of the Hotel which may have been exposed to or contaminated by the COVID-19 virus.

11. For general and special damages according to proof.

12. For attorney fees, pursuant to the CC&Rs, Article IX, Section 9.01.

ON ALL CAUSES OF ACTION:


13. For costs of suit herein;

14. For such other and further relief as the Court may deem just and proper.

DATED: April 14, 2020

RICHARDSON | OBER | DeNICHILLO

By:


KELLY G. RICHARDSON
DANIEL A. NORDBERG
ALISA E. SANDOVAL
DANIEL C. HEATON
Attorneys for Plaintiffs,
CITY OF LAGUNA HILLS;
BFE ASSET PARTNERS, LLC;
GJC PROPERTIES 8 LP;
SUKIN & ROSENFELD LLC;
ERIK M. BLOCK

[THIS COMPLAINT IS DEEMED VERIFIED BY OPERATION OF LAW, PURSUANT TO
CODE OF CIVIL PROCEDURE SECTION 446; ANY ANSWER TO THIS COMPLAINT
MUST ALSO BE VERIFIED UNDER CODE OF CIVIL PROCEDURE SECTION 446(a).]

EXHIBIT A

RECORDING REQUESTED BY

COMMONWEALTH LAND TITLE
WHEN RECORDED MAIL THIS DEED AND,
UNLESS OTHERWISE SHOWN BELOW,
MAIL TAX STATEMENTS TO:

ELITE HOSPITALITY, INC.
4862 Corsica Dr.
Cypress, Calif. 90630

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder



10.00

19970265815 11:30am 06/10/97

004 9022647 09 12
002 2 38 0.00 7.00 3.00 0.00 0.00 0.00 0.00
0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

A.P.N. 588-112-01, 588-112-02

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ -0- No tax due, ***

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of LAGUNA HILLS, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

KEVIN AKASH, a single man, MUKUND GOVAN, husband of ANJOO GOVAN, a married woman, and ANJOO GOVAN

hereby GRANT(S) to

ELITE HOSPITALITY, INC., a California corporation

the real property in the City of Laguna Hills, County of Orange, State of California, described as

PARCEL 1, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 120, PAGES 17 TO 21 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA

EXCEPTING AND RESERVING UNTO JOHN A. WISDOM AND BEATRICE WISDOM, HUSBAND AND WIFE AND OTHERS, AS TO AN UNDIVIDED 1/2 INTEREST AND MORAL INVESTMENTS, INC., A CORPORATION, AS TO AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS THAT MAY BE WITHIN OR UNDER THE LAND, AND ALL DRILLING AND OTHER RIGHTS WITH RESPECT THERETO EXCEPT THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND, WHICH EXCEPTION AND RESERVATION SHALL BE SUBJECT TO THE WHOLE OF THE RIGHT, TITLE AND INTEREST, IF ANY, AND WHATEVER IT MAY BE RESERVED BY R. J. BAKER AND BERTHA BAKER, HUSBAND AND WIFE, IN THE DEED TO JOHN A. WISDOM AND OTHERS, RECORDED APRIL 13, 1955 IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA (SUCH RESERVATION PERTAINING TO 6 1/2% OF THE GROSS OIL PRODUCED, SAVED AND SOLD FROM SAID LAND), THE 1/2 INTEREST OF WISDOM AND OTHERS AND MORAL INVESTMENT SHOWN IN DEEDS RECORDED NOVEMBER 20, 1961 IN BOOK 5917, PAGE 12 OF OFFICIAL RECORDS AND MAY 9, 1962 IN BOOK 6102, PAGE 647 OF OFFICIAL RECORDS, RESPECTIVELY

Dated March 4, 1997

Signature of Grantor

State of California)
County of Orange) S.S.

On May 4, 1997 before me, the undersigned,
a notary, personally appeared
Kevin Akash, Mukund Govan and
Anjoo Govan

KEVIN AKASH

ANJOO GOVAN

MUKUND GOVAN

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

WITNESS my hand and official seal.

Signature

(This area for official notarial seal)

MAIL TAX STATEMENTS TO:

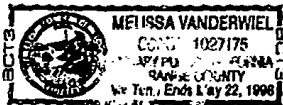
Form 3195-4 (Rev. 5-94)

This Document provided by Commonwealth Land Title Insurance Company

2701640-3

CAMERA A

ORANGE



NO DOCUMENTARY TRANSFER TAX , AND NO CHANGE IN OWNERSHIP, THIS IS A TRANSFER OF UNDIVIDED FEE INTERESTS TO A CORPORATION IN WHICH THE GRANTORS ARE ALL THE SHAREHOLDERS OF THE CORPORATION AND HOLD THE SAME PROPORTIONATE INTEREST IN THE CORPORATION AS THEY DID IN THE REAL PROPERTY AS INDIVIDUALS.

200500-15

CAMERA A

ORANGE

EXHIBIT B



First American

*my*FirstAm® Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: Orange
Document Type: Parcel Map
Book: 120
Page: 17

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

PARCEL MAP

R.S.T. 0019
T.P.M. 78-08

JUL 31 1978
FILED AT 10:35 AM IN BOOK 120 PAGE 17
OF PARCEL MAPS, COUNTY OF ORANGE, CALIFORNIA
AT REQUEST OF COUNTY SURVEYOR
LEE A. BRANCH, County Surveyor
\$13.00

IN UNINCORPORATED TERRITORY OF ORANGE COUNTY, CALIFORNIA.
A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF FRACTIONAL
SECTION 28, TOWNSHIP 6 SOUTH, RANGE 8 WEST, S.B.M., ACCORDING TO AN
OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, JANUARY 1, 1974,
TOGETHER WITH LOT 26 OF TRACT 8861 PER MAP RECORDED IN BOOK 373,
PAGES 38 THRU 42, INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE
COUNTY, CALIFORNIA, AND PARCEL 2 PER MAP FILED IN BOOK 109,
PAGE 30 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.
18 PARCELS 27.547 ACRES
FEBRUARY, 1978 GERALD F. OLDENBURG, L.S. 5246
WILLIAMSON AND SCHMID, CIVIL ENGINEERS

We, the undersigned, being all parties having any record title interest in the land covered by this map, do hereby consent to the preparation and recordation of said map, as shown within the colored border line. We hereby dedicate to the public for street purposes: Avenida De La Carlota, South Pointe Drive and Plaza Pointe Drive. We also hereby release and relinquish to the County of Orange all vehicular access rights to Avenida De La Carlota, except at street intersection.

BUSINESS CENTER II, a California General Partnership.
By: SONLEN ENTERPRISES, a California Corporation, a General Partner of Business Center II
John H. Valentine
JOHN H. VALENTINE-VICE PRESIDENT
By: CAMPBELL ASSOCIATES III, a California General Partnership, a General Partner of Business Center II.
By: BIRTCHER PACIFIC, a California General Partnership, a General Partner of Campbell Associates III.
Ronald E. Birtcher
RONALD E. BIRTCHER, an individual, a general partner of Birtcher Pacific.
By: Robert M. Campbell
ROBERT M. CAMPBELL, an individual, a general partner of Campbell Associates III.

TITLE INSURANCE & TRUST COMPANY, a California Corporation, trustee under Deed of Trust recorded in Book 12573, Page 1688 of Official Records and in Book 12573, Page 1605 of Official Records.
John H. Rosson
JOHN H. ROSSON-ASSISTANT SECRETARY
FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation, trustee under Deed of Trust recorded in Book 12585, Page 1097 of Official Records.
Vernon S. Evans
VERNON S. EVANS-VICE PRESIDENT
Steve J. Farenbaum
STEVE J. FARENBaum, ASST. SEC.

STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)
On this 2ND day of MAY, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John H. Rosson, known to me to be the Assistant Secretary of TITLE INSURANCE & TRUST COMPANY, a California Corporation, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same, as trustee.

Witness my hand and official seal:
Marti J. Black
Notary Public in and for said County and State
MARTI J. BLACK
My commission expires 10-27-79

STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)
On this 22ND day of MAY, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Vernon S. Evans, known to me to be the Vice President, and Steve J. Farenbaum, known to me to be the Assistant Secretary of FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same, as trustee.

Witness my hand and official seal:
Tania L. Tudor
Notary Public in and for said County and State
TANIA L. TUDOR
My commission expires 4-21-80

STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)
On this 21st day of April, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John G. Valentine, known to me to be the Vice President of SONLEN ENTERPRISES, a California Corporation, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of BUSINESS CENTER II, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

Witness my hand and official seal:
Daune E. Roth
Notary Public in and for said County and State
DAUNE E. ROTH
My commission expires 3/22/82

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act at the request of BUSINESS CENTER II in August, 1976. I hereby state that the parcel map procedures of the local agency have been complied with and that this parcel map conforms to the approved tentative map and the conditions of approval thereof which were required to be fulfilled prior to the filing of the parcel map.

Gerald F. Oldenburg
GERALD F. OLDENBURG, L.S. 5246

This map conforms with the requirements of the Subdivision Map Act and local ordinance.
Dated this 27th day of July, 1978.

C. R. NELSON
COUNTY SURVEYOR
By: Robert Weis
DEPUTY

This is to certify that the interest in real property conveyed by the dedication provisions contained herein to the County of Orange, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Orange pursuant to authority conferred by resolution of the said Board of Supervisors adopted on November 4, 1975.

Dated this 27th day of July, 1978.
By: Joseph A. Henneley

STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)
On this 19th day of April, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ronald E. Birtcher, known to me to be one of the partners of BIRTCHER PACIFIC, a partnership, said partnership being known to me to be one of the partners of CAMPBELL ASSOCIATES III, a partnership, said partnership being known to me to be one of the partners of BUSINESS CENTER II, the partnership that executed the within instrument and acknowledged to me that he executed same as a partner of the partnership first above named, that said partnership executed the same as a partner of CAMPBELL ASSOCIATES III, known to me to be one of the general partners of BUSINESS CENTER II and that said last named partnership executed the same.

Witness my hand and official seal:
Daune E. Roth
Notary Public in and for said County and State
DAUNE E. ROTH
My commission expires 3/22/82

STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)
On this 19th day of April, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT M. CAMPBELL, known to me to be one of the partners of CAMPBELL ASSOCIATES III, a partnership, said partnership being known to me to be one of the partners of BUSINESS CENTER II, the partnership that executed the within instrument and acknowledged to me that he executed same as a partner of the partnership first above named, that said partnership executed the same as a partner of BUSINESS CENTER II and that said last named partnership executed the same.

Witness my hand and official seal:
Daune E. Roth
Notary Public in and for said County and State
DAUNE E. ROTH
My commission expires 3/22/82

In accordance with the provisions of Section 66436(c) of the Subdivision Map Act, the following signatures have been omitted:

1. County of Orange, successor in interest to the State of California, holder of an easement recorded in Book 11505, Page 63 of Official Records.
2. Southern California Edison Company, successor in interest to the State of California, holder of an easement recorded in Book 11572, Page 1374 of Official Records.
3. James E. Rodgers, holder of easements recorded in Book 12218, Page 287 of Official Records.
4. Terra Ventures Properties, holder of easements as reserved in a deed recorded in Book 12422, Page 1542 of Official Records.
5. Leon S. Angvire and Barbara L. Angvire, holders of an easement recorded in Book 12422, Page 1542 of Official Records.
6. R. J. Baker and Bertha Baker, John A. Wisdom and Beatrice Wisdom, A. J. West and Mabel C. West, Ralph H. Sampson and Alberta Sampson, and Moral Investments, Inc., holders of all interests in oil, gas and hydrocarbon substances lying below a depth of 500 feet as their interests were reserved in deeds recorded in Book 3028, Page 464 of Official Records; in Book 5917, Page 12 of Official Records and in Book 6102, Page 647 of Official Records.
7. Occidental Petroleum Land & Development Corporation, holder of easements recorded in Book 10654, Page 265 of Official Records.

Note: See Sheet #2 for Improvement Certificate.

SHEET 2 OF 5 SHEETS

SCALE: 1" = 120'

DATE OF SURVEY

OCTOBER, 1977

PARCEL MAP

R. S. T. 8819

T.R.M. 78-08

JUL 31 1978

39666

120 18

FILED AT 10:35 AM BY BIRM...
OF PARCEL MAPS, COUNTY OF ORANGE, CALIFORNIA
AT REQUEST OF COUNTY SURVEYOR
\$13.00 MS A. BRANCH, County Recorder

IN UNINCORPORATED TERRITORY OF ORANGE COUNTY, CALIFORNIA.

18 PARCELS

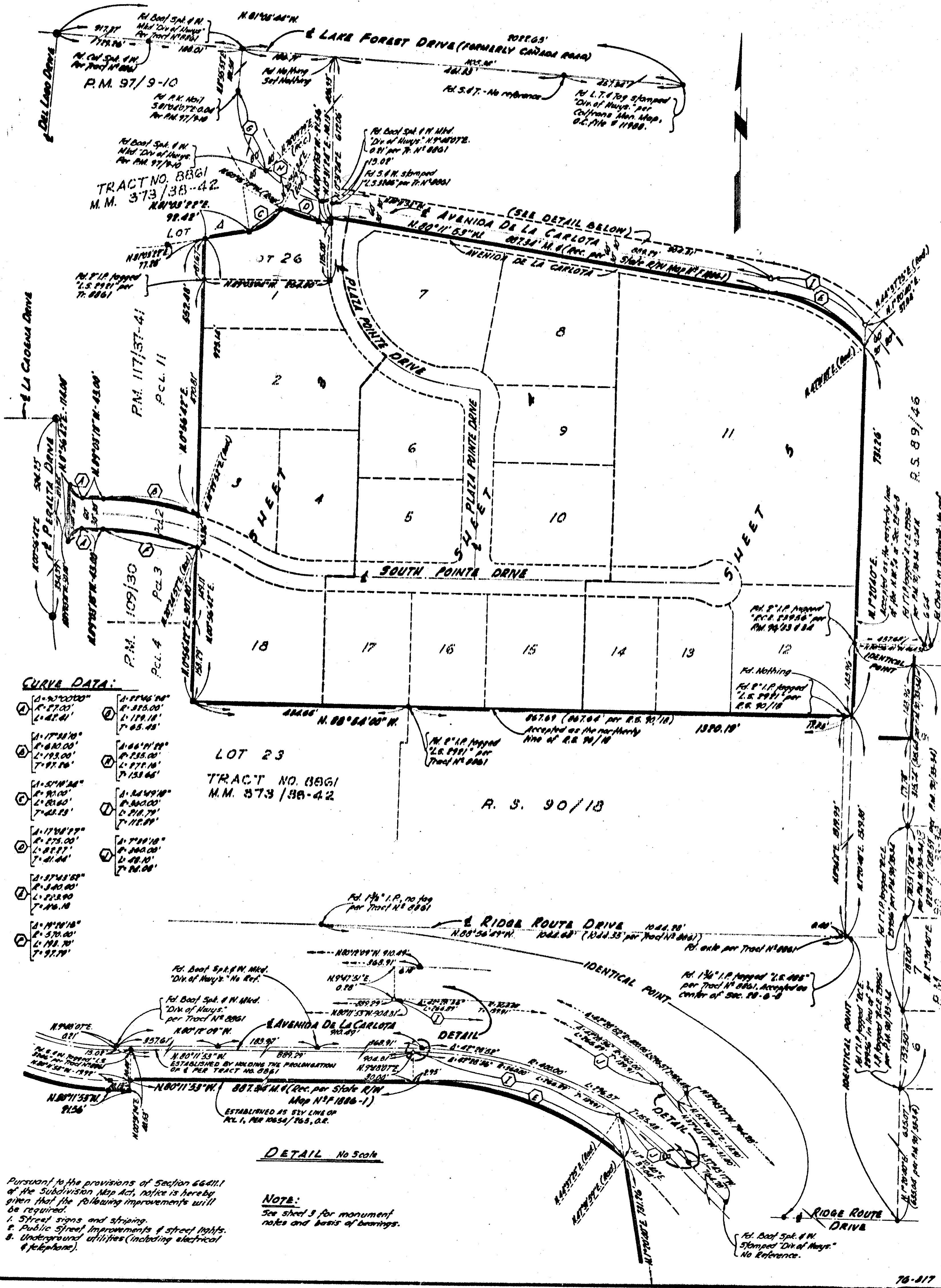
FEBRUARY, 1978

27.547 ACRES

GERALD F. OLDENBURG, L.S. 8246

WILLIAMSON AND SCHMID, CIVIL ENGINEERS

BOUNDARY & INDEX MAP



SHEET 4 OF 5 SHEETS
SCALE: 1" = 60'

PARCEL MAP

R. S. T. 8819
T.P.M. 78-08

IN UNINCORPORATED TERRITORY OF ORANGE COUNTY, CALIFORNIA.

18 PARCELS
FEBRUARY, 1978

27.547 ACRES
GERALD F. OLDENBURG, L.S. 3246

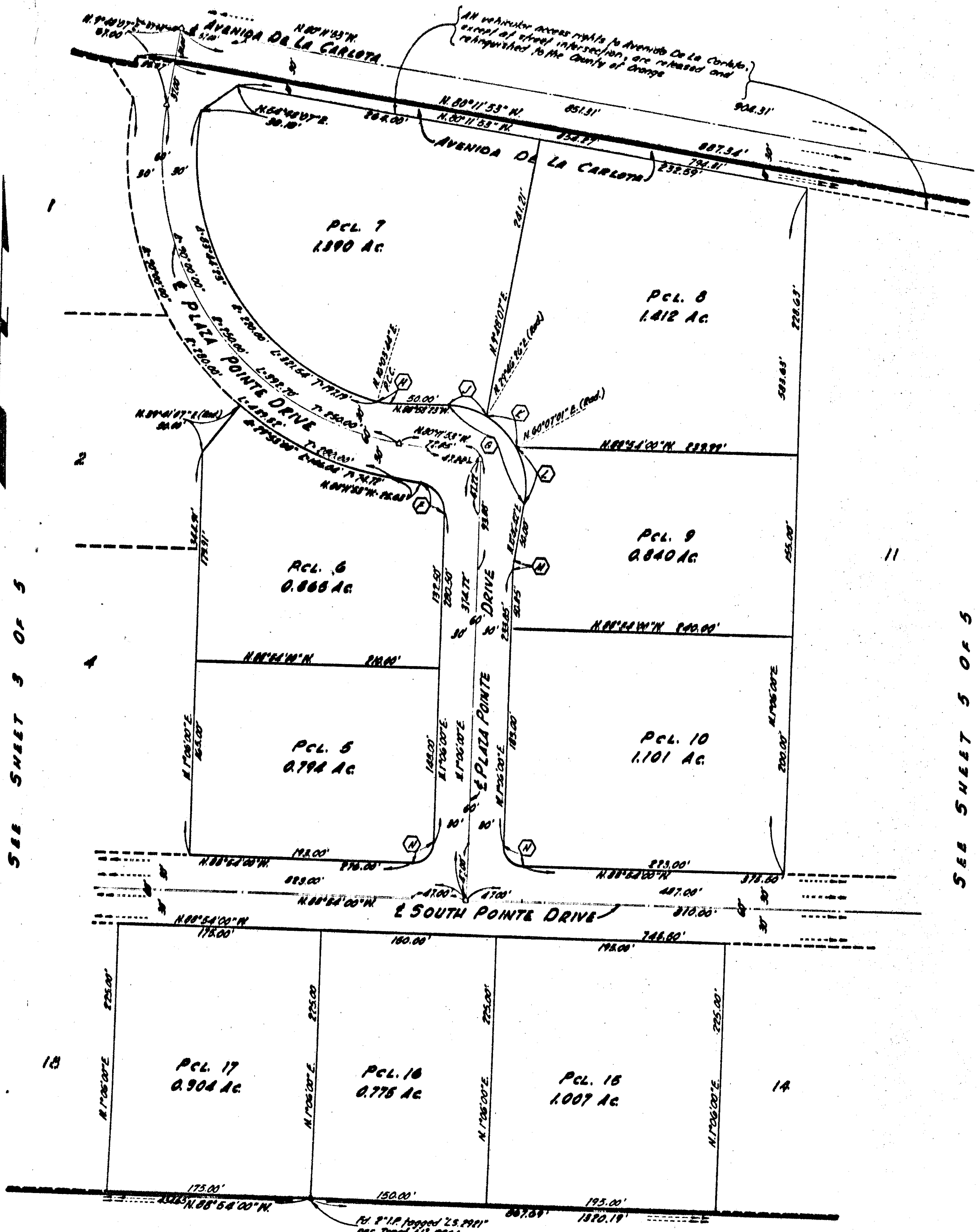
WILLIAMSON AND SCHMID, CIVIL ENGINEERS

JUL 31 1978

39666

120 20

FILED AT 10:25 AM IN BOOK 120 PAGE 20
OF PARCEL MAPS, COUNTY OF ORANGE, CALIFORNIA
AT REQUEST OF COUNTY SURVEYOR
\$13.00 LBI A. BRANCH, County Recorder



CURVE DATA:

| | | | |
|--|---|--|--|
| 1. 01°17'53" R=25.00' L=35.47' T=21.46' | 2. 99°45'08" R=70.00' L=121.87' T=83.06' | 3. 15°07'07" R=45.00' L=40.8' T=5.64' | 4. 20°44'49" R=70.00' L=85.79' T=17.84' |
| 5. 30°10'33" R=70.00' L=87.07' T=10.98' | 6. 40°39'41" R=70.00' L=49.68' T=25.94' | 7. 94°40'48" R=45.00' L=7.09' T=8.68' | 8. 27°30'20" R=70.00' L=17.00' T=26.70' |

NOTES:

See sheet 2 for Boundary & Index Map.
See sheet 3 for Monument Notes and
Basis of Bearings.

SEE SHEET 3 OF 5

SEE SHEET 5 OF 5



EXHIBIT C

12516

W12791R1893

Recording Requested By, and
When Recorded, Mail to:

FULOP, ROLSTON, BURNS &
McKITTRICK (PSJ)
4100 MacArthur Boulevard
Post Office Box 2710
Newport Beach, California 92663

3425

RECORDED AT REQUEST OF
FIRST AMER TITLE-INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
BOOK AUG 9 1978
LEE A. BRANCH, County Recorder

(Space Above for Recorder's Use)

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

AND RESERVATION OF EASEMENTS

FOR

PLAZA POINTE

12791-1894

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
PLAZA POINTE

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| Section 1.02 Committee or Development Committee | 2 |
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MI 2791 M 1895

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M12791M1896

DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR

PLAZA POINTE

THIS DECLARATION is made on August 1, 1978, by
BUSINESS CENTER II, a California general partnership ("Declarant").

P R E A M B L E:

A. Declarant is the owner of certain real property located
in the unincorporated territory of the County of Orange, State of
California described as follows:

Parcels 1 to 18, inclusive, as shown on a
Parcel Map, filed on July 31, 1978,
in Book 120, Pages 17 to 21, inclusive,
of Parcel Maps, in the Office of the Orange
County Recorder.

B. Declarant will convey the Properties subject to certain
protective covenants, conditions, restrictions, and easements as
hereinafter set forth.

C. Declarant hereby declares that all of the Properties
shall be held, leased, occupied, sold, and conveyed subject to the
following covenants, conditions, restrictions and easements, all
and each of which are for the purpose of enhancing and perfecting
the value, desirability, and attractiveness of the Properties as
a commercial, office, research and light industrial park, in fur-
therance of a general plan for the protection of the Properties,
or any portion thereof. All, and each of these covenants, condi-
tions, restrictions, and easements are hereby imposed as equitable
servitudes upon the Properties, shall run with the Properties, and
shall be binding on all parties having or acquiring any right,
title or interest in the Properties or in any part thereof, and
their successors and assigns.

Notwithstanding the foregoing, no provisions of this Declara-
tion shall be construed so as to prevent or limit Declarant's
rights to complete development of the Properties and construction
of improvements thereon, nor Declarant's right to maintain construc-
tion, sales or leasing offices or similar facilities on any portion
of the Properties owned by Declarant, nor Declarant's right to post-
signs incidental to construction, sales or leasing as further pro-
vided herein.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, unless
otherwise provided, shall have the following meanings:

M12791:1897

Section 1.01 "Close of Escrow" shall mean the date on which a deed or ground lease conveying any portion of the Properties is Recorded in the Office of the Orange County Recorder.

Section 1.02 "Committee" or "Development Committee" shall mean the single Architectural, Development and Landscaping Committee formed pursuant to Article III hereof.

Section 1.03 "Declarant" shall mean Business Center II, a California general partnership, and its successors and assigns, provided that Business Center II assigns such rights of Declarant hereunder to any such person by an express written assignment.

Section 1.04 "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements, as it may be amended from time to time as provided herein.

Section 1.05 "Improvement" shall mean all structures and appurtenances thereto of every kind, including but not limited to buildings, utility systems, walkways, driveways, parking areas, loading areas, landscaping items, fences, walls, decks, stairs, poles, landscaping vegetation, signs, and exterior fixtures.

Section 1.06 "Lot" shall mean any numbered lot or parcel shown upon a recorded subdivision map or recorded parcel map of the Properties.

Section 1.07 "Mortgage"-"Mortgagee"-"Mortgagor". A mortgage shall mean any mortgage or deed of trust or other conveyance of a Lot to secure the performance of an obligation which will be void and reconveyed upon completion of such performance. Reference in this Declaration to a Mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a Mortgagor shall be deemed to include the trustor of the deed of trust.

Section 1.08 "Owner" shall mean the person, including Declarant, holding fee simple interest of record to any Lot, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. For purposes of Article II only, unless the context otherwise requires, Owner shall also include the guests, invitees, licensees and lessees of any Owner. Notwithstanding the foregoing, in the event that a Lot is being leased by Declarant to a Person pursuant to a ground lease and such Person holds title to the improvements on such Lot, then such Person (in lieu of Declarant) shall be deemed to be an Owner with respect to such Lot during the term of such lease.

Section 1.09 "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 1.10 "Planned Community Regulations" shall mean the Planned Community Regulations for the Laguna Hills Industrial Park Planned Community as initially adopted by the Orange County Board of Supervisors on December 21, 1977, by Ordinance No. 3025, and recorded on January 16, 1978, as Instrument No. 21687, in Book 12532, pages 755 to 781, inclusive, Official Records of Orange County, California, together with any subsequent amendments thereto.

M12791M1898

Section 1.11. "Properties" shall mean all the real property described in Paragraph 2 of the Preamble to this Declaration.

Section 1.12 "Record" -- "File" shall mean, with respect to any document, the recording thereof, and with respect to any map, the filing thereof, in the Office of the Recorder of Orange County, State of California.

ARTICLE II

USE RESTRICTIONS

Section 2.01: Incorporation of Planned Community Regulations. In addition to the covenants, conditions and restrictions contained in this Declaration, all Lots in the Properties shall be improved, held, leased and occupied subject to all of the provisions and requirements of the Planned Community Regulations which are incorporated herein by this reference. In the event the Planned Community Regulations shall be revoked or amended so as to permit or authorize any Improvement, use or activity not otherwise permitted or authorized on the date this Declaration is recorded (the "Effective Date"), the Properties shall remain subject to all or such portions of the Planned Community Regulations existing on the Effective Date as the Development Committee shall, in its discretion, deem necessary or desirable in furtherance of the existing general plan of Improvement of the Properties.

Section 2.02 Other Operations and Uses. Operations and uses that are neither specifically prohibited nor specifically authorized by this Declaration, including the Planned Community Regulations as incorporated herein, may be permitted in a specific case if (i) such operations or uses are first approved by the County of Orange or such other governmental entity then having jurisdiction and (ii) written operational plans and specifications for such operations or uses, containing such information as may be requested by the Development Committee, are submitted to and approved by the Development Committee, which approval shall be based upon analysis of the anticipated effect of such operations or uses upon other Lots, upon other real property in the vicinity of the Properties, and upon the occupants thereof, but shall be in the sole discretion of the Development Committee, as further provided in Article III of the Declaration.

Section 2.03 Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or any part of the Properties, 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 for any other Lot.

Section 2.04 Signs. No sign, poster, billboard or other advertising of any kind shall be permitted on any portion of the Properties, except signs which (i) meet the requirements of the Planned Community Regulations, and (ii) are approved in writing by the Development Committee. The size, design, color, style and illumination of all signs shall be specifically approved in writing by the Development Committee.

Section 2.05 Drainage. There shall be no interference with the established drainage pattern over any portion of the Properties unless adequate provision is made for proper drainage and is approved by the Development Committee. For the purposes hereof,

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"established" drainage is defined as the drainage which exists at the time the overall grading of the Properties is completed or that which is shown on any plans approved by the Development Committee. Each Owner shall be responsible for the costs of making adequate provision for drainage in the event he changes the established drainage over his lot. There are hereby reserved for the benefit of the Association and all of the Owners, reciprocal nonexclusive easements for drainage over adjacent lots and for maintenance and repair of any drainage facilities on the Properties.

Section 2.06 "Leases." This Declaration is intended to be binding upon any lessee or tenant of any lot, or portion thereof. In order to ensure the binding effect on tenants and lessees, each Owner agrees, by acceptance of a deed or ground lease by which he acquires a title to a lot, not to rent, lease or sublease all or any portion of his lot to any Person, partnership, corporation, trust, or other entity except pursuant to a written lease or rental agreement that (a) expressly refers to this Declaration and contains a covenant by the lessee or tenant that he accepts the leasehold estate subject to this Declaration, and (b) contains either a covenant that the lessee or tenant agrees to perform and comply with the restrictions herein or adequate provisions to permit entry and other actions by the lessor for the purpose of performing and complying with these restrictions.

ARTICLE III

ARCHITECTURAL, DEVELOPMENT AND LANDSCAPING PROVISIONS

Section 3.01 Development Committee. A Development Committee ("Committee"), consisting of three (3) members is hereby created with the rights and powers set forth in this Declaration. The initial members of the Committee shall be representatives appointed by Declarant, all of whose addresses for purposes of notices hereunder is 2130 East Fourth Street, Santa Ana, California 92705, as such address may be changed from time to time by the Committee. Declarant shall have the right and power at all times to appoint or remove a majority of the members of the Committee or to fill any vacancy of such majority until the "turnover date" which shall be the date on which escrows have closed and deeds recorded for the conveyance of fee simple interest in one-hundred percent (100%) of the Lots subject to this Declaration; provided, however, that Declarant may accelerate the turnover date by recording a notice of transferring Declarant's rights of appointment to the Owners of a majority of the Lots. Thereafter, the Owners of a majority of the Lots (exercising one vote for each lot owned) shall have the power to appoint and remove all of the members of the Committee. Until the turnover date, the Owners of a majority of the Lots may appoint and remove one member of the Committee.

Section 3.02 Mechanics of Operation.

(a) Required Approvals. Subject to the provisions of Article IX, Section 9.04 of this Declaration, no improvements shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration there-in, 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 by the Development Committee as to harmony of external design, color and location in relation to surrounding structures and topography. No trees,

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bushes, shrubs or landscaping improvements shall be removed, replaced, planted or placed on any Lot until a request for the removal or the plans and specifications for the species and placement thereof have been submitted to and approved in writing by the Development Committee. The vote or written consent of any two (2) members of the Committee taken with or without a meeting, shall constitute an act of the Committee. The plans as submitted shall show in detail the proposed elevations and location of such trees, bushes, shrubs or landscaping improvements, including their location and elevation in relation to all other Lots in the Properties.

(b) Preparation and Submission of Plans. All plans and specifications shall be prepared by an architect, engineer or landscape designer or landscape architect, said person to be employed by and at the expense of the Owner making the application. Plans and resubmittals thereof shall be approved or disapproved within thirty (30) days after receipt by the Committee, and the Committee shall use due diligence in responding to the applicant upon receipt of all necessary information. Failure of the Committee to respond to a submittal or resubmittal of plans within such period shall be deemed to be disapproval of the plans as submitted or resubmitted.

(c) Discretionary Powers of the Committee. The approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, including the provisions of the Planned Community Regulations as incorporated herein, but also by virtue of the reasonable dissatisfaction of the Committee with the location of the structure on the Lot, the elevation, the color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of the Committee's reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee, will render the proposed item of improvement inharmonious or out of keeping with the general plan or improvements of the Properties or with the Architectural and Landscape Guidelines attached hereto as Exhibit "A" as such Guidelines may be amended by the Committee from time to time.

(d) Violations; Waiver. If, after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the Lot otherwise than as approved by the Development Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Development Committee having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrancers, in good faith and for value, be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance, executed by one member of the Committee, shall appear of record in the Office of the County Recorder of Orange County, California, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the Committee, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or

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constructed in accordance with the approved plans and specifications does not violate the provisions of this Declaration. The approval of the Committee of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the Committee of its rights to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

(e) Nonliability of Committee Members. Neither Declarant, the Committee nor any member thereof, nor their duly authorized representatives shall be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the negligent performance of the Committee's duties hereunder, unless due to willful misconduct or bad faith. Committee members shall not be entitled to any compensation for services performed pursuant to this Declaration.

Section 3.03 Variance. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Committee and shall become effective upon recordation in the Office of the Orange County Recorder. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his Lot, including but not limited to zoning ordinances and lot setback lines or requirements imposed by the County of Orange or any other governmental authority.

ARTICLE IV

REPAIR AND MAINTENANCE

Section 4.01 Repair and Maintenance Duties of Owners. Each Owner shall construct, maintain, repair, replace, finish and restore or caused to be so maintained, repaired, replaced, finished and restored, at his sole cost and expense, all buildings and structures, including the exterior thereof, which may be constructed or placed upon his Lot, in a clean, sanitary and attractive condition, subject to the control and approval of the Development Committee. Each Owner shall, in a pleasing, professional manner consistent with the overall landscaping plan of the Properties, maintain and replace landscaping on all portions of his Lot on which a building improvement is not located, including without limitation the slope areas (if any) located on the Owner's Lot, regardless of who installed

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the landscaping and any irrigation equipment located on his lot or who may have initially commenced maintenance service on the slope areas. In the event that the Development Committee determines that an improvement, the maintenance of which is the responsibility of an individual owner or owners, is in need of repair, restoration or painting, or the Committee determines that there is a violation of any provision of this Declaration, then the Development Committee shall give written notice to the Owner of such condition or violation. Unless the Committee has approved in writing corrective plans proposed by the Owner to remedy the condition complained of within a reasonable time (and in no event later than thirty (30) days) after the Committee has given said written notice, and such corrective work so approved is completed thereafter within the time allotted by the Committee, the Committee shall be authorized to undertake to remedy such condition or violation, and the cost thereof shall be charged to the Owner and his Lot which is the subject matter of the corrective work. The Development Committee shall have the right to commence an action at law against any such Owner to recover the cost of such work. Interest shall accrue on such delinquent amounts at the rate of ten percent (10%) per annum from and after expiration of thirty (30) days following the Committee's demand for reimbursement of such costs, and any judgment in favor of the Development Committee shall include all costs of suit and reasonable attorneys' fees.

ARTICLE V

DAMAGE OR LOSS TO IMPROVEMENTS

Section 5.01. Duty of Owners to Insure. Each Owner shall provide fire and extended coverage insurance on his personal property and upon all buildings and improvements located on his Lot. Each Owner shall carry public liability insurance to cover his individual liability for damage to persons or property occurring upon his lot or elsewhere upon the Properties, in any manner arising out of use of such Owner's Lot. Such insurance shall be in an amount not less than One Million Dollars (\$1,000,000), or in such greater or lesser amount as the Development Committee may from time to time determine, covering all claims for personal injury and property damage arising out of a single occurrence. Each Owner shall review annually the limits of his insurance coverage and increase such limits as appropriate. Each Owner shall furnish the Development Committee with evidence of adequate insurance in force as provided herein.

Section 5.02. Restoration Obligation of Owners. Subject to the terms of any ground lease or grant deed of a Lot from Declarant to an Owner to the contrary, in the event of the damage or destruction of any portion of the Properties the maintenance of which is the obligation of any Owner ("Destroyed Properties") then it shall be the duty of such Owner, as soon as may be practical, to either: (1) repair and replace the Destroyed Properties or such portion thereof as will render such damage of destruction undiscernable from the exterior of the Destroyed Properties, or (2) remove all buildings, structures, and other improvements comprising the Destroyed Properties on such Owner's Lot, such that the Lot, with the exception of improvements on the Lot which remain unaffected by the damage or be left and maintained in a pleasing, landscaped condition which is consistent with the overall landscaped condition of such

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Owner's Lot at that time as determined by the Development Committee. Any subsequent Owner of the Lot shall promptly commence construction of replacement improvements thereon. Any reconstruction, replacement or repair required by this section shall be in accordance with the original plans and specifications of the Properties or plans and specifications approved by both the Development Committee and the Mortgagee of the first Mortgage of record which encumbers the Lot.

Section 5.03 Condemnation. In the event of a taking or partial taking of any Lot by condemnation proceedings, the Owner of such Lot, together with his mortgagees and Declarant in the event that such Owner is a lessee under a ground lease with Declarant, shall have exclusive rights to prosecute the proceedings for the respective taking awards and to retain the proceeds thereof.

ARTICLE VI

EASEMENTS AND ENCROACHMENTS

Section 6.01 Utility Easements. Each Owner agrees, by the acceptance of his deed, that his Lot is granted subject to easements for utility installations and maintenance. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any recorded Subdivision or Parcel Map of the Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities. The utility easement areas of each Lot and all improvements in it shall be maintained continuously by the Owner of such Lot, except for those improvements for which a public authority or utility company is responsible.

Section 6.02 Access to Slopes and Drainage Ways. Each Owner agrees for himself and his successors in interest, by the acceptance of his deed, to permit free access by Owners of other Lots to slopes or drainage ways, if any, located on his Lot, which slopes or drainage ways affect said other Lots, when such access is essential for the maintenance of permanent stabilization on such slopes or for the maintenance of said drainage ways for the protection or use of said other Lots.

ARTICLE VII

PROTECTION OF FIRST MORTGAGEES AND DECLARANT

A breach of any of the provisions, covenants, restrictions or limitations hereof, or the recordation of any notice of non-compliance or the pursuit of any remedy hereunder, shall not defeat or render invalid (1) the lien of any first Mortgage of record (meaning any recorded Mortgage or deed of trust with first priority or security over other mortgages or deeds of trust) made with an Owner in good faith and for value upon the Lot of such Owner, or (2) any ground lease between Declarant and an Owner. All of the provisions herein shall be binding upon and effective against any Owner whose title to said Lot is hereafter acquired through foreclosure or trustee's sale. The Mortgagee of any first Mortgage of record on any Lot may file with the Development Committee a written request for written

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notification from the Committee in the event of any default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under this Declaration which is not cured within thirty (30) days, and the Committee shall give each such Mortgagee, and Declarant for so long as Declarant is lessor under a ground lease of a lot, notice thereof.

ARTICLE VIII

DURATION AND AMENDMENT

Section 8.01 Duration. This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded in the Official Records, Orange County, California, meeting the requirements of an amendment to this Declaration as set forth in Section 8.02 of this Article.

Section 8.02 Amendment. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots in the Properties and recorded in the Office of the Orange County Recorder. Notwithstanding the foregoing, any of the following amendments to be effective, must first be approved in writing by the record holders of seventy-five percent (75%) of the aggregate value of first Mortgages encumbering the Properties at the time of such amendment:

(a) any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protections granted to encumbrancers as provided in Article VII and this Article VIII, Section 8.02;

(b) any amendment which would or could result in an encumbrance being cancelled by forfeiture.

Any amendment which requires the written consent of any of the record holders of first Mortgages shall be signed and acknowledged by such first Mortgagees.

Section 8.03 Protection of Declarant. Notwithstanding any other provision in this Declaration, the prior written approval of Declarant, as developer of the Properties, will be required before any amendment shall become effective which would impair the protection furnished Declarant as a ground lessor or Owner under this Declaration or diminish the rights of Declarant to protect the maintenance of the Properties and to complete development of the Properties, in accordance with Article III and Article IX, Section 9.04 of this Declaration.

Section 8.04 Amendment by Declarant. Notwithstanding any other provision in this Article VIII, until the Close of Escrow for the sale of a fee simple or ground leasehold interest in the first Lot in the Properties, Declarant shall have the right to terminate or modify this Declaration by recordation of a supplement hereto setting forth such termination or modification.

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ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Legal Proceedings. Failure to comply with any of the terms of this Declaration or the Development Committee regulations adopted pursuant thereto, by an Owner, his guests, employees, invitees or tenants, shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of mechanics lien, or any combination thereof, which relief may be sought by Declarant, the Development Committee, or, if appropriate, by an aggrieved Owner. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision, or any other provision hereof. Any Owner (not at the time in default hereunder), or Declarant shall be entitled to bring an action for damages against any defaulting Owner, and in addition may enjoin any violation of this Declaration. Any judgment rendered in any action or proceeding pursuant thereto shall include a sum for attorneys' fees in such amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, together with interest, costs of collection and court costs. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

Section 9.02 Severability. The provisions hereof shall be deemed independent and severable, and a determination of invalidity or partial invalidity or enforceability of any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof.

Section 9.03 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of a commercial, office, research and light industrial park development and for the maintenance of Improvements thereon, and any violation of this Declaration shall be deemed to be a nuisance. The article and section headings, titles and captions have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular shall include the plural and the masculine, feminine and neuter shall mean the same.

Section 9.04 Construction and Sales by Declarant. Nothing in this Declaration shall limit, and no Owner shall do anything which shall interfere with, the right of Declarant to complete any construction of Improvements on the Lots owned by Declarant, or to alter the foregoing, or to construct such additional Improvements on such Lots as Declarant deems advisable prior to completion and sale of the last Lot in the Properties. Each Owner hereby grants, upon acceptance of his deed or lease to his Lot, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise its rights under this Article IX, Section 9.04. Such right shall include, but shall not be limited to, erecting, construction and maintaining on the Properties such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit the right of Declarant at

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any time prior to acquisition of fee title to the last Lot in the Properties by a purchaser from Declarant, to establish on the Properties additional easements, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Properties, provided that the Owner of any such affected Lot is not prejudiced in his business operations or other reasonable use of his Lot. The rights of Declarant hereunder may be assigned to any successor or successors to, all or part of Declarant's respective interest in the Properties, by an express assignment incorporated in a recorded deed transferring such interest to such successor. Declarant need not seek or obtain the approval of the Development Committee or Owners in connection with any Improvements constructed or altered by Declarant in the Properties.

Section 9.05. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Properties to the public, or for any public use.

Section 9.06. Nonliability of Committee. No right or power conferred on the Development Committee by virtue of this Declaration shall be construed as a duty, obligation or disability charged upon the Committee, or upon any member thereof, and except for injuries arising out of their malicious acts, no member of the Committee shall be liable to any person for his decisions or failure to act in making decisions as a member of the Committee.

Section 9.07. Notices. Except as otherwise provided in this Declaration, in each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally to the Owner, in which case personal delivery of such notice to one or more co-owners of a Lot or to any general partner of a partnership owning a Lot shall be deemed delivery to all co-owners or to the partnership, as the case may be. Personal delivery of such notice to any officer or agent for the service of process on a corporation shall be deemed delivery to the corporation. In lieu of the foregoing, such notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association or, if no such address shall have been furnished, to the street address of such Lot. Such notice shall be deemed delivered forty-eight (48) hours after the time of such mailing.

Section 9.08. No Representation or Warranties. No representation or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Properties or any portion of the Properties, or any Improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarant from time to time with the California Department of Real Estate or with any other governmental authority.


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THIS DECLARATION has been executed by Declarant on
the date first written above.

BUSINESS CENTER II, a California
general partnership

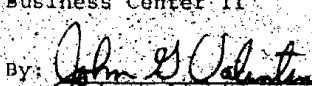
By: CAMPBELL ASSOCIATES III, a
California general partnership
a general partner of Business
Center II

By: BIRTCHER PACIFIC, a Cali-
fornia general partnership,
a general partner of Campbell
Associates III

By: 
Arthur B. Birtcher, an
individual, a general
partner of Birtcher Pacific

By: 
Robert M. Campbell, an
individual, a general
partner of Campbell
Associates III

By: SONLEN ENTERPRISES, a California
corporation, a general partner of
Business Center II

By: 
John Valentine
Its Vice President

"Declarant"

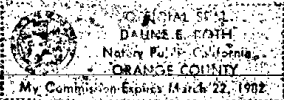
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STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On July 31, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared ARTHUR B. BIRTCHER, known to me to be a general partner of BIRTCHER PACIFIC, a general partnership, known to me to be a general partner of CAMPBELL ASSOCIATES III, known to me to be the general partner of BUSINESS CENTER II, a general partnership, which general partnership executed the within instrument, and acknowledged to me that he executed the same for and on behalf of said general partnership and that said general partnership executed the same for and on behalf of CAMPBELL ASSOCIATES III, as such general partner of BUSINESS CENTER II, and that such general partnership executed the same.

WITNESS my hand and official seal.

Doune E. Roth
Notary Public in and for said State

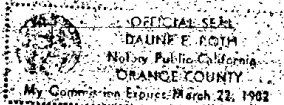


STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On July 31, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT M. CAMPBELL, known to me to be a general partner of CAMPBELL ASSOCIATES III, a general partnership, known to me to be the general partner of BUSINESS CENTER II, a general partnership, which general partnership executed the within instrument, and acknowledged to me that he executed the same for and on behalf of said general partnership, and that said general partnership executed the same as such general partner of BUSINESS CENTER II, and that such general partnership executed the same.

WITNESS my hand and official seal.

Doune E. Roth
Notary Public in and for said State

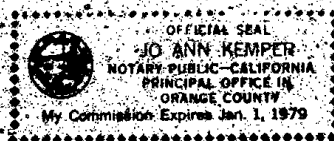


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STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On May 11, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN VALENTINE, known to me to be the Vice President of SONLEN ENTERPRISES, a California corporation, the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the general partners of BUSINESS CENTER II, the general partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such general partner and that such general partnership executed the same.

WITNESS my hand and official seal:



Jo Ann Kemper
Notary Public in and for said State

EXHIBIT D

EMERGENCY OCCUPANCY AGREEMENT

| |
|--|
| <u>OCCUPANCY AGREEMENT COVERING PREMISES</u> <u>LOCATED AT</u> Laguna Hills Inn 23061 Avenida de la Carlota Laguna Hills, CA 92653 |
| <u>OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.</u> 33-0740191 |
| <u>OCCUPANT AGENCY</u> Health Care Agency |

Preamble

THIS EMERGENCY OCCUPANCY AGREEMENT ("**Occupancy Agreement**"), is made and entered into as of this 7th day of April 2020 by and between

ELITE HOSPITALITY INC

(hereinafter called the "**Owner**"), without distinction as to number or gender, and the County of Orange, a political subdivision of the State of California, (hereinafter called the "**Occupant**") (Owner and Occupant may be individually referred to herein as a "**Party**," or individually as the "**Parties**."). **This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety. In so doing, Occupant enters into this Occupancy as the agent of the State of California ("State") and in reliance upon the aforementioned proclamation and executive order and State's assurances to reimburse and make whole Occupant for its expenditures related hereto.**

WITNESSETH

Description

1. The Owner hereby authorizes the Occupant (including its invitees, tenants, contractors, agents and operator) and the Occupant hereby hires from the Owner those certain premises "AS IS" with appurtenances situated in the City of Laguna Hills, County of Orange, State of California, and more particularly described as follows:

The entire motel located at 23061 Avenida de la Carlota, Laguna Hills, CA, as depicted on, Exhibit A, hereto and incorporated herein, including 76 rooms as well as all nonexclusive unobstructed parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities (collectively, the "**Premises**"). The Occupant shall have access to and use of the occupied Premises set forth in this Occupancy Agreement 24 hours per day, seven (7) days per week with no exceptions.

As Occupant is renting the entire Premises, Owner shall not require identification from any of Occupant's invitees or tenants. Occupant will authorize invitees or tenants' admission to the Premises.

Term

2. The term of this Occupancy Agreement shall commence on April 10, 2020, and shall be for an initial term of 90 days ("**Initial Term**") continuing month to month thereafter (collectively, the "**Term**"), with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. After the Initial Term, either Party may terminate this Occupancy Agreement at any time by giving written notice to the other Party thirty (30) days prior to the date when such termination shall become effective. If the Occupant fails to complete its move out within the notice period and

remains in the Premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the Occupant occupies the Premises following the effective date of termination.

Rent

4. Rental payments shall be paid by the Occupant, from legally available funds and subject to the California Constitution, in arrears on the last day of each month, upon invoice from the Owner, during said Term as follows:

\$177,156 FROM APRIL 10, 2020 THROUGH APRIL 30, 2020 AND MONTHLY THEREAFTER

THE DAILY RATE FOR PURPOSES OF THE ABOVE CALCULATIONS IS BASED ON \$8,436 PER DAY FOR THE ENTIRE PREMISES.

Rental payments hereunder for any period of time less than one month shall be determined by prorating the monthly rental payment herein specified based on the actual number of days in the month. Rental payments shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing.

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (*i.e.*, FedEx or similar) with receiver's signature required; and addressed as follows:

To the Owner: Kevin Akash
104 ARCHIPELAGO DR
NEWPORT BEACH CA 92657
Phone: (949) 510-3998
Email: kevin@elitegroupco.com

To Occupant: CEO/Real Estate
County of Orange
333 W. Santa Ana Blvd., 3rd Floor
Santa Ana, California 92701
Attention: Chief Real Estate Officer
Telephone: (714) 834-6019
E-Mail: thomas.miller@ocgov.com

**ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
OCCUPANT AND PREMISES ADDRESS**

Upon invoice by Owner, as set forth above, Rental Payments shall be made payable to: Laguna Hills Inn

and mailed to: Kevin Akash
Address: 104 Archipelago Drive, Newport Beach, CA, 92657

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

6. Parking spaces at the Premises, upon commencement of the Occupancy Agreement, shall be unobstructed and completely accessible for Occupant's use.

**Services,
Utilities, and
Supplies**

7. Owner, at Owner's sole cost and expense, during the Term of this Occupancy Agreement shall furnish the following utilities to the area occupied by the Occupant, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, laundry room etc., which Occupant shares with other users, if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for Occupant's operations.
- C. Owner shall secure any rooms in which persons can gather, including the restaurant, if any, at the commencement and provide keys to the Occupant.
- D. Lock hotel gymnasium and drain the pool and Jacuzzi, if possible, and not provide access unless requested by Occupant.

In the event of failure by the Owner to furnish any of the above utilities in a satisfactory manner, the Occupant may furnish the same at its own cost; and, in addition to any other remedy the Occupant may have, may deduct the amount thereof, including Occupant's administrative costs, from the rent that may then be, or thereafter become due hereunder. In addition, Owner shall provide a list of all utilities, including contact information, used to operate the Premises contracted out to third parties. Owner shall agree to make available an on-call facilities person to assist Occupant during the Term of this Occupancy Agreement.

Occupant will contract with third parties for elevator service only. Any cost for such services, if needed, will be invoiced at actual cost to the Occupant by the Owner as set forth above.

**Repair and
Maintenance**

8. During the Term of this Occupancy Agreement, the Occupant shall maintain the occupied Premises in good repair, general wear and tear excepted.

**Assignment and
Subletting**

9. The Occupant shall have the ability to assign this Occupancy Agreement upon notice to the Owner.

Quiet Possession

10. The Owner agrees that the Occupant, while keeping and performing the covenants herein contained, shall at all times during the existence of this Occupancy Agreement, peaceably and quietly have, hold, and enjoy the occupied Premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.

Destruction

11. If the occupied Premises are totally destroyed by fire or other casualty, this Occupancy Agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the occupied Premises unusable for the purpose intended, Owner shall effect restoration of the Premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Owner shall forthwith give notice to Occupant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, Occupant, in either such event, at its option may terminate this Occupancy Agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this Occupancy Agreement and any other Occupancy Agreement between Owner and Occupant.

In the event of any such destruction other than total, where the Occupant has not terminated the Occupancy Agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Owner shall diligently prosecute the repair of said Premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction

aggregating ten percent (10%) or less of the floor space, or within the period specified in Owner's notice in connection with partial destruction aggregating more than ten percent (10%), the Occupant shall have the option to terminate this Occupancy Agreement or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this Occupancy Agreement and any other Occupancy Agreement between Owner and Occupant.

In the event the Occupant remains in possession of said Premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the Occupant is thus precluded from occupying bears to the total net square feet in the occupied Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

It is understood and agreed that the Occupant or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the Occupant's request, the Owner shall immediately identify an appropriate route through the building to access the Occupant occupied space. If the Owner cannot identify an appropriate access route, it is agreed that the Occupant may use any and all means of access at its discretion in order to enter its occupied space.

**Subrogation
Waived**

12. To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the herein occupied Premises, Owner hereby waives the subrogation rights of the insurer, and releases the Occupant from liability for any loss or damage covered by said insurance.

**Prevailing Wage
Provision**

13. For those projects defined as "public works" pursuant to Labor Code §1720.2, if any, the following shall apply:

- A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations.

**Fair Employment
Practices**

14. During the performance of this Occupancy Agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for

employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding Occupant agency to implement such article.

Holding Over

15. In the event the Occupant remains in possession of the Premises after the expiration of the Occupancy Agreement Term, or any extension or renewal thereof, this Occupancy Agreement shall be automatically extended on a month to month basis, subject to a thirty day (30) days termination by the Occupant and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Owner for certain alterations and improvements, as described in a separate paragraph herein, and the capital sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization. If the Occupant fails to vacate the Premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the Occupant occupies the Premises following the effective date of termination.

Surrender of Possession

16. Upon termination or expiration of this Occupancy Agreement, the Occupant will peacefully surrender to the Owner the occupied Premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which Occupant has no control or for which Owner is responsible pursuant to this Occupancy Agreement.

Time of Essence, Binding upon Successors

17. Time is of the essence of this Occupancy Agreement, and the terms and provisions of this Occupancy Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

No Oral Agreements

18. It is mutually understood and agreed that no alterations or variations of the terms of this Occupancy Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Insurance and Indemnity

19. Owner understands and agrees that the Occupant is self-insured for liability exposures. Under this form of insurance, the Occupant and its employees acting in the course and scope of their employment are insured for tort liability arising out of official Occupant business. All claims against Occupant based on tort liability should be presented as a government claim to the Government Claims Program through Occupant. (Gov. Code section 900, *et. seq.*)

Occupant shall indemnify, defend and hold Owner (and its affiliates, members, partners, officers and employees) harmless from and against all losses, damages, expenses, claims, actions or liabilities (including reasonable attorneys' fees) arising out of Occupant's use of the Premises, including the acts of its contractors, agents, employees and invitees.

Hazardous Substance

21. Occupant agrees that it will comply with all applicable laws existing during the term of this Occupancy Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event Owner or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the Occupant's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the Occupant shall indemnify, defend, and hold harmless any of these individuals against such liability, to the extent authorized by Government Code section 14662.5. Where the

Occupant is found to be in breach of this provision due to the issuance of a government order directing the Occupant to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the Occupant or any person acting under Occupant's direct control and authority, Occupant shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by Owner in connection with or in response to such government order, to the extent authorized by Government Code section 14662.5. In the event a government order is issued naming the Occupant or the Occupant incurs any liability during or after the term of the Occupancy Agreement in connection with contamination which pre-existed the Occupant's obligations and occupancy under this Occupancy Agreement or which were not caused by the Occupant, Owner shall hold harmless, indemnify, and defend the Occupant in connection therewith and shall be solely responsible as between Occupant and Owner for all efforts and expenses thereto.

Restoration of Premises

22. Upon termination of this Occupancy Agreement, Owner agrees that the equipment installed by the Occupant shall be and remain the property of the Occupant, and Occupant shall remove such property when vacating the Premises. Occupant shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. Occupant shall clean the Premises per the current health and safety protocols established by public health officials, immediately prior to vacating the Premises.

Access

23. Owner shall allow Occupant or its agents to enter the Premises as of 7:00 am on April 10, 2020 to stage and prepare the property for tenants, or other parties, or for any other purpose Occupant deems necessary.

Hotel Staff Compensation

24. Owner warrants that this Occupancy Agreement will not impact the employment status of any hotel staff for the duration of this Occupancy Agreement. Owner and/or its agents shall ensure that all hotel staff will receive the same compensation as they would otherwise have received absent any Occupant Agreement, whether they are reassigned to another hotel or relieved of duty for the duration of the Occupancy Agreement. As such, hotel staff shall be available to assist Occupant in the operation of the facility during the Term, upon request, to the extent that such assistance can be accomplished in a safe and healthy manner.

Authorization

25. Occupant and Owner (each, a "signing party") each represents and warrants to the other that the person or persons signing this Occupancy Agreement on behalf of the signing party has full authority to do so and that this Occupancy Agreement binds the signing party. Concurrently with the execution of this Occupancy Agreement, if requested by either Party, each signing party shall deliver to the other a certified copy of a resolution of the signing Party's board of directors or other governing board authorizing the execution of this Occupancy Agreement by the signing Party.

Operational Hand-off

26. Owner shall provide operational hand-off with instructions as needed and as of the Occupancy Agreement occupancy date of April 10, 2020, the hotel shall be completely vacated and no staff, including contractors, will be permitted to enter without prior authorization from Occupant. During the Term, Owner shall make available an on-call facilities person to assist Occupant with understanding the operational demands of the Premises.

Taxes

27. Owner is solely responsible for all tax liabilities, including property taxes, or any assessments related to the Premises, including but not limited to those associated with utilities.

Miscellaneous

28. Occupant agrees to use the street address to refer to the Premises and to the extent legally possible shall not use the name of the hotel, the name of Owner or its affiliates, the name of Owner Representative or its affiliates, or any other trade names, trademarks, service marks, or other intellectual property of Owner, Owner Representative or any franchisor (or their affiliates), or any variation of any of the foregoing, without the express written approval of Owner and Owner

Representative, which may be given or withheld in the sole discretion of Owner or Owner Representative. Owner may elect to remove or cover any hotel branding from the Premises.

Entire Agreement

29. This Occupancy Agreement constitutes the full and complete agreement and understanding by and between the Parties relative to the subject matter of the occupancy agreement and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the same subject matter. Any prior or contemporaneous oral or written representations relating to the same subject matter is hereby revoked and extinguished by this Occupancy Agreement.

Counterparts

30. This Occupancy Agreement may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the parties have fully executed this agreement. Unless otherwise prohibited by law or County policy, the Parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term "electronic copy of this agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term "electronically signed agreement" means the agreement that is executed by applying an electronic signature using technology approved by the Occupancy.

Rights of Parties

31. This Occupancy Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

Venue

32. This Occupancy Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Occupancy Agreement shall be in the County of Orange, California. **EACH OF THE PARTIES CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN ORANGE COUNTY, CALIFORNIA.**

**Supplemental
Terms**

33. The terms set forth in Exhibit B, attached hereto, are incorporated by this reference into this Occupancy Agreement.

//

IN WITNESS WHEREOF, this Occupancy Agreement has been executed by the Parties hereto as of the dates written below

COUNTY OF ORANGE,

ELITE HOSPITALITY INC

a political subdivision of the State of California

By

Thomas A. Miller

By

KEVIN AKASH
PRESIDENT

Date

April 7, 2020

Date 4/7/2020

APPROVED AS TO FORM:
COUNTY COUNSEL

By Kevin Akash, President

[NAME]

[TITLE]

By:

Approved by JAS per
Deputy email dated 4/6/20

Date

EXHIBIT A
PROPERTY DESCRIPTION

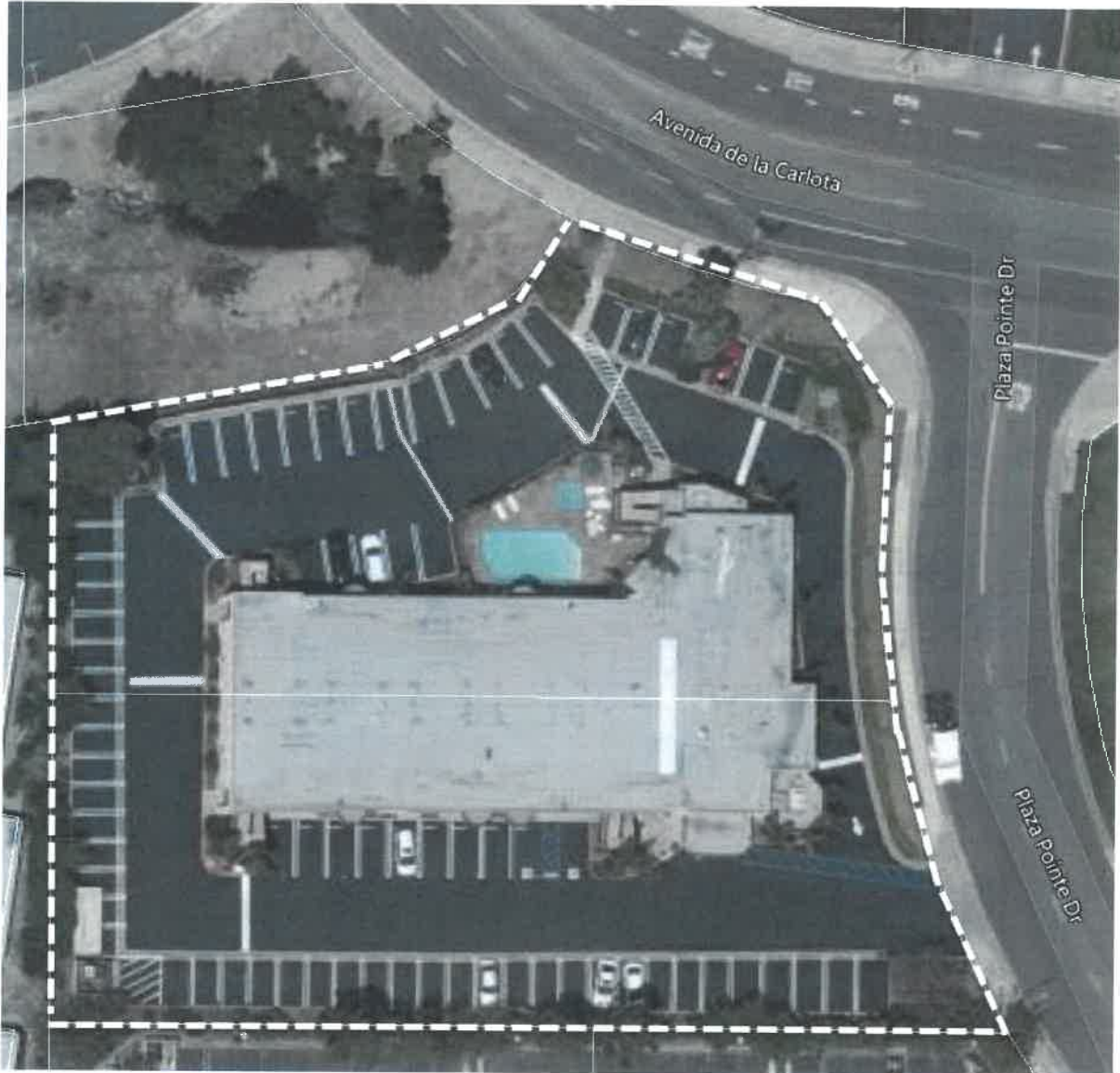


EXHIBIT B
FEDERAL PROVISIONS

Clean Air Act

I. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

The Owner agrees to report each violation to the Occupant and understands and agrees that the Occupant will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency ("**FEMA**"), and the appropriate Environmental Protection Agency Regional Office.

The Owner agrees to include these requirements in any subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water
Pollution Control
Act**

II. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The Owner agrees to report each violation to the Occupant and understands and agrees that the Occupant will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Debarment and
Suspension
Clause**

III. This Occupancy Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Occupant. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Occupant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Any bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while any offer is valid and throughout the period of any contract that may arise from such an offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Byrd Anti
Lobbying
Amendment, 31
U.S.C. § 1352 (as
amended)**

IV. Owners who apply or bid for any award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Occupant.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Owner] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Procurement of Recovered Materials

V. In the performance of this Occupancy Agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Access to
Records**

VI. The following access to records requirements apply to this Occupancy Agreement:

- i. The Owner agrees to provide the Occupant, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this Occupancy Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Occupant and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Department of
Homeland
Security Seal,
Logo, Flags**

VII. The Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Compliance with
Federal Law,
Regulations, and
Executive Orders**

VIII. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**No Obligation by
Federal
Government**

IX. The Federal Government is not a party to this Occupancy Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud
and False or
Fraudulent
Statements or
Related Acts**

X. The Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to a contractor's actions pertaining to this Occupancy Agreement.

EXHIBIT E



First American

*my*FirstAm® Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: Orange
Document Type: Document - Book Page (1/1/50 - 12/31/60)
Book: 12532
Page: 755

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

21687

EXEMPT
C12Laguna Hills Industrial Park Planned Community
Orange County, California

The accompanying text constitutes the land use regulations under which development will be governed for the area hereinafter to be referred to as the Laguna Hills Industrial Park Planned Community. The properties involved were placed in the PC "Planned Community" District by Ordinance Number 3025 as adopted by the Orange County Board of Supervisors on December 21, 1977. The Development Plan (map) and this supplementary text were also considered and made a part of all public hearings on this matter and were subsequently adopted as part of the above noted Ordinance.

I hereby certify that this text material consisting of 26 pages, which will regulate the development of those properties shown on the Development Plan, was approved by the Orange County Planning Commission on September 20, 1977 and adopted by Ordinance Number 3025 by the Orange County Board of Supervisors on December 21, 1977.

Orange County Planning Commission
Margaret F. Cranston, Chairman

Murray Storm

Murray Storm, Assistant Director
Environmental Management Agency
Regulation

Jane Alexander

Jane Alexander, Clerk of the Board
of Supervisors, County of Orange,
California

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

1:40 PM JAN 16 1978

B. WYLLIE CARLYLE, County Recorder

PLANNED COMMUNITY REGULATIONS
FOR THE LAGUNA HILLS INDUSTRIAL PARK

PLANNED COMMUNITY

APPROVED BY
ORANGE COUNTY PLANNING COMMISSION
ON SEPTEMBER 20, 1977

ADOPTED BY
THE ORANGE COUNTY BOARD OF SUPERVISORS
ON DECEMBER 21, 1977

BY ORDINANCE NO. 3025

(PMA ALTERNATE)

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SECTION I - PURPOSE AND INTENT

The purpose of these regulations is to provide for the classification and development of land for a community of industries and other uses of land as coordinated, comprehensive projects so as to take advantage of the superior environment which will result from large-scale community planning.

The regulations of this district are intended to allow a diversity of uses, relationships, and heights of buildings and open space in planned building groups while ensuring substantial compliance with the spirit, intent and provisions of the PC "Planned Community" District.

SECTION II. GENERAL NOTES

- 1) Two regional drainage facilities, Canada Channel and Veeh Storm Channel and Veeh Reservoir, are within the planned community. Construction of Canada Channel and Veeh Storm Channel and Reservoir shall be in the form of landscaped channels in a manner meeting the approval of the Assistant Director, EMA, Development.

The extension of the F23802 culvert from its existing outlet at Ridge Route Drive to the greenbelt channel shall be designed and constructed in a manner meeting the approval of the Assistant Director, EMA, Development.

- 2) Water within the Planned Community area shall be furnished by the Rossmore Water Company.
- 3) Sewage disposal facilities within the Planned Community area shall be furnished by Rossmore Sanitation, Inc.
- 4) All references to "zoning code", within this text shall mean the Orange County Zoning Code as amended.
- 5) Except as otherwise covered in this ordinance, the requirements of the Zoning Code, County of Orange shall apply. The contents of this supplemental text notwithstanding, no construction shall be proposed within the boundaries of this planned community district except that which shall comply with all provisions of Orange County's Uniform Building Code and the various mechanical codes related thereto.
- 6) All landscaping and appurtenant irrigation systems shall be installed in accordance with the landscape plans certified by a licensed landscape architect and approved by the Assistant Director, EMA, Regulation.
- 7) Access rights, except at street intersections and driveways approved by the Assistant Director, EMA, Development shall be dedicated to the County of Orange along Special Landscaped Highways, (Moulton Parkway, Lake Forest Drive, Ridge Route Drive, and Avenida de la Carlota).
- 8) Screening shall include the installation or construction of plant materials, planted earthen berms, fences, walls or combination thereof which provide an effective opaque screen as determined by the Assistant Director, EMA, Regulation.
- 9) Guidelines
 The Planning Commission has and may in the future adopt or amend guidelines pertinent to, among other issues, the establishment of nonindustrial uses in this planned community. Any person contemplating development within this district must consult the applicable guidelines prior to proposing such uses or designing such development.
- 10) Retail commercial activities accessory to a permitted industrial use, (as opposed to ancillary uses noted in the guidelines for non-industrial uses), are permitted when such uses do not constitute a significant retail sales outlet for products produced, serviced or stored on the premises. A retail

sales outlet shall be significant when it includes sales areas therefor exceed fifteen percent of the gross floor area of the building or constitute more than fifteen percent of the value of the gross sales from the building.

11) Access driveways may be utilized for off-street parking aisles provided that parking stalls backing out onto an access driveway shall not be located closer than fifty (50) linear feet from the intersection of such driveways and any ultimate street right-of-way line.

12) For purposes of this Planned Community, whenever there is a conflict, Commercial Banks shall be classified as professional offices rather than retail commercial uses.

13) Rough Grading:

Rough grading may occur when such grading substantially complies with an approved tentative tract or parcel map or recorded final map.

14) Measurement of Setback Distances:

Such measurement shall be made in the manner prescribed by the County Zoning Code except that easements for vehicular access shall not require the setback of structures therefrom as prescribed herein and by the Zoning Code. None of the foregoing shall however be construed to preclude any other proper setback requirement.

SECTION III - INDUSTRIAL USE REGULATIONS - PLANNING UNIT ONE AND TWO

- A. PERMITTED USES: (Subject to Site Plan Review, when sites abut landscape, streets, residential uses, or open space areas shown on the Development Plan and when proposed structures exceed thirty-nine feet in height - See Section XI.)
1. Uses primarily engaged in research activities including research laboratories, developmental laboratories, and compatible light manufacturing.
 2. Manufacture, research, assembly, testing and repair of components, devices, equipment, systems, parts and components.
 3. General manufacturing, and/or assembly.
 4. Headquarters offices, (regional or home offices) of industries which are accessory to a permitted use.
 5. Industrial service industries which provide a service as opposed to the manufacture of a specific product, such as, but not limited to, the following:
 - a. Repair and maintenance facilities (not including auto repair).
 - b. Tooling
 - c. Printers
 - d. Testing Shops
 - e. Small Machine Shops
 - f. Repair, maintenance and servicing of above listed items (excluding automobile repair) provided that said industries are not the point of customer delivery or collection.
 - g. Blueprinting, photostating, photo engraving, printing, publishing, and bookbinding.
 - h. Contractor and construction industries.
 6. Industries engaged in distribution, storage or warehousing.
 7. Accessory uses and structures, and industrial support activities, when related and incidental to a permitted use.
 8. Agriculture, farming, forestry, nurseries (trees, shrubs, ornamentals), turf and flower growing, and appurtenant structures necessary thereto.
- B. The following uses are permitted subject to Site Plan Review as provided by Section XI herein except that they shall be prohibited within 500 feet on either side of the centerline of the G.C.A. approach to the Marine Corps Air Station, El Toro:

- a. Administrative, professional and business offices.
- b. Service ~~commercial establishments~~ including, but not limited to:
 - 1) Barber and Beauty Shops
 - 2) Cafes, Restaurants, Bars, and Cocktail Lounges
 - 3) Delicatessen Store
 - 4) Dispensing Pharmacy
 - 5) Advertising and Publishing Services
 - 6) Office Furniture, Equipment and Supplies
 - 7) Engineering and Stationary Supplies
 - 8) Automobile Rental
 - 9) Employment and Temporary Help
 - 10) Janitorial Services
 - 11) Health & Athletic Club
 - 12) Printing and Art Design
 - 13) Health Facilities
 - 14) Travel Agency, Tourist Information, Ticket Reservation Service.

C. USES PERMITTED SUBJECT TO A USE PERMIT:

The following uses are permitted subject to the approval of a Use Permit:

- 1. Manufacture and storage of farm equipment
- 2. Automobile Assembly
- 3. Lumber Yards
- 4. Vehicular Storage Area
- 5. Other industrial and service commercial uses not specifically prohibited but similar in nature to the permitted uses.

D. PROHIBITED USES:

(Except when normally accessory or ancillary to a permitted use)

- 1. Concrete Batch Plant
- 2. Educational Services

3. Cultural Activities

4. Non-profit Organizations (including churches)

5. All uses not permitted by Sections A & B above are prohibited.

NOTE:

In addition to the ten (10) acres indicated as Open Space/Recreation/Flood Control Facilities, a minimum of twenty (20) additional acres shall be developed as a connecting corridor.

The following uses shall be permitted in the connecting corridor area: (Subject to Site Plan Review in accordance with Section XI.)

1. Streets and Driveways

2. Landscaping (a minimum 33% of the gross area of the corridor)

3. Automobile parking

SECTION IV - DEVELOPMENT STANDARDS - PLANNING UNIT ONE AND TWO

A. SETBACKS:

All setbacks shall be measured from the property line. For the purpose of this ordinance, a streetside property line is that line created by the ultimate right-of-way line of the frontage street.

1. Front Setback:

Twenty-five (25) feet except special landscaped streets (Canada Road, Moulton Parkway and Ridge Route Drive) which shall be a minimum of thirty (30) feet.

2. Side Setback:

From property line not abutting street:

Ten (10) feet except (1) side setbacks may be zero provided the main building structure on the same lot line of the abutting parcel is setback at zero, and both parcels are developed at the same time and as one development, or (2) the side setbacks may be less than ten feet when the owners of the relevant contiguous parcels agree by means of a recorded perpetual easement to such setback variation. Such an agreement shall be reviewed and approved as to its adequacy by the Assistant Director, EMA, Regulation prior to the issuance of any building permits for either of such sites.

From ultimate street right-of-way line:

Twenty-five (25) feet except special landscaped streets (Canada Road, Moulton Parkway and Ridge Route Drive) which shall be a minimum of thirty (30) feet.

3. Rear Setback:

No rear setback is required except special landscaped streets (Canada Road, Moulton Parkway and Ridge Route Drive) which shall be a minimum of thirty (30) feet.

4. Property adjacent to Residential/Agricultural Zoned Property:

Twenty (20) feet (i.e., front, side and/or rear), with no openings in the wall facing the Residential/Agricultural property. Any exception must conform to the Orange County MI District regulations.

5. Architectural features may project as follows:

Roof overhang, steps and open and unenclosed staircases may project six (6) feet into a twenty-five (25) foot or greater setback and three (3) feet into a ten (10) foot setback.

B. BUILDING SITE REQUIREMENTS:

1. Minimum site size for all industrial building sites shall be 15,000 square feet.

2. Maximum building coverage shall be 50 percent of the building site.

C. BUILDING HEIGHT:

1. Maximum building height shall not exceed thirty-nine (39) feet unless for each foot in height that this limit is exceeded, the front, side and rear setbacks shall be increased by one additional foot and a site plan therefor is approved as required by Section XI herein.

D. LANDSCAPING: (Subject to Site Plan Review as provided in Section XI)

As a portion of the total landscaping scheme of the Industrial P.C. (Planned Community) District, certain streets have been designated as "Special Landscaped Streets." Landscape treatments along the frontages of said streets require special consideration and, therefore, are regulated by separate sections in the following landscaping standards.

All landscaping referred to in this section shall be maintained in a neat and orderly fashion.

1. Front and/or Streetside Setback Area:

a. General Statement:

Landscaping in these areas shall consist of an effective combination of street trees, trees, berming, ground cover and shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner.

b. Special Landscaped Street:

The entire area between the curb and the building setback line shall be landscaped.

c. Other Streets:

The entire area between the curb and a point ten (10) feet in back of the front property line shall be landscaped, except for any access driveway in said area.

2. Side and Rear Setback Area:

a. General Statement:

All unpaved areas not utilized for parking and storage, shall be landscaped utilizing ground cover, shrub and tree materials, and/or dry landscape materials.

b. Undeveloped Areas:

Undeveloped areas proposed for future expansion shall be maintained in a weed-free condition.

c. Screening:

Areas used for parking shall be landscaped and/or fenced in such a manner as to screen said areas from view from abutting access streets. Plant materials used for this purpose shall consist of linear or grouped masses of shrubs and/or trees. See Diagram on following page.

3. Parking Areas:

Trees equal in number to one (1) per five (5) parking stalls shall be provided in the parking area. Clustering or linear arrangements of trees shall be permitted according to the landscape concept developed for the site.

E. STORAGE AND REFUSE COLLECTION AREAS:

1. All outdoor storage area and refuse collection areas shall be screened so that materials stored within these areas shall not be visible from access streets, and adjacent properties.
2. Outdoor storage shall include all company owned and operated motor vehicles, except for passenger vehicles.
3. Storage or refuse collection shall not be permitted between a frontage street and a building line.

F. LOADING AREA:

Streetside loading will be allowed providing the loading dock is setback a minimum of seventy (70) feet from the street right-of-way line. Said loading areas will be screened from view of adjacent streets.

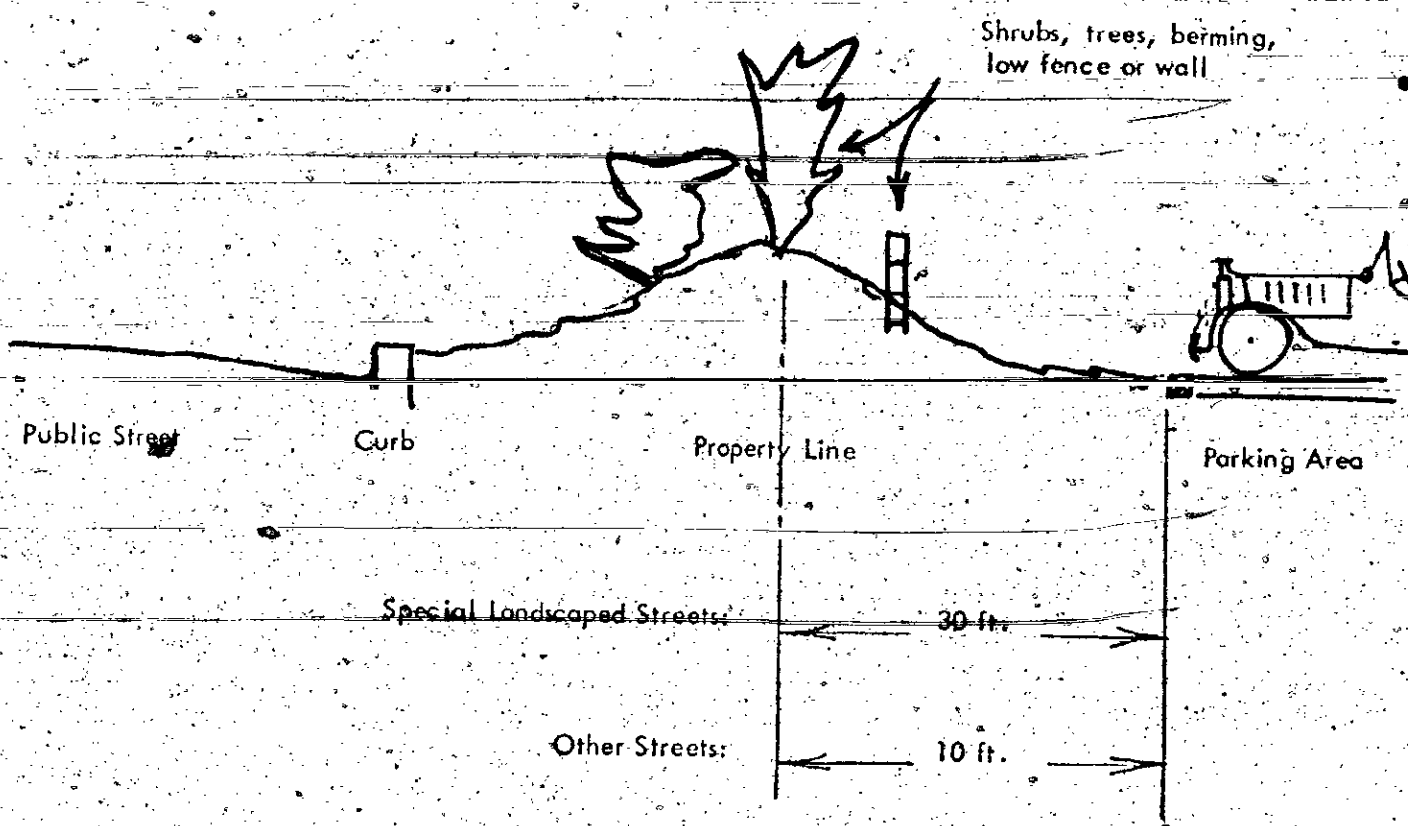
G. FENCES AND WALLS:

1. No security fence or screen wall in the industrial park shall exceed twelve (12) feet in height.
2. No walls higher than three and one-half (3.5) feet shall be located within the setback area paralleling a street right-of-way.
3. Walls or fences of sheet or corrugated iron, steel, aluminum, asbestos, or security chain-link fencing are specifically prohibited; (except that security chain-link fencing is permitted when combined with wood battens or similar wood treatment).

H. TELEPHONE AND ELECTRICAL SERVICE:

Except along Avenue de la Carlotta, all overhead electrical lines of 12 KV and greater capacity shall be placed along the rear of the property, away from arterial highways, unless another location is approved by the Planning Commission. All telephone and electrical lines of twelve (12) KV or less will be placed underground. Transformer or terminal equipment will be screened from view of adjacent street and properties.

TYPICAL SCREENING DIAGRAM FOR PARKING AREAS



I. NOISE ATTENUATION:

The extent of noise attenuation will vary depending upon the type of usage. All inside work areas shall have noise attenuation to protect health and welfare with an adequate margin of safety in accordance with EPA recommendations 450/9-74/004.

Acceptable noise levels in dBA CNEL or $L_{eq}(12)$ in unoccupied areas:

Use Level in dBA CNEL $L_{eq}(12)$ *

Private offices 40 - 50

General offices, reception, typing clerical 45 - 55

Banks, retail stores 50 - 55

Other areas for manufacturing, assembly, test, etc. 65 - 75

*7 AM to 7 PM

J. NUISANCES:

No portion of the property shall be used in such a manner as to create a nuisance to adjacent sites, such as but not limited to vibration, sound, electromechanical disturbance and radiation, electromagnetic disturbance, radiation, air or water pollution, dust, emission of odorous, toxic or noxious matter.

SECTION V - INDUSTRIAL PARK REGULATIONS - PLANNING UNITS THREE THROUGH SEVEN

A. Uses permitted, (Subject to Site Plan Review when sites abut landscape streets, residential uses, or open space areas shown on the Development Plan and when proposed structures exceed thirty-nine feet in height - See Section XI.)

1. All uses permitted by Section 7-9-95.2, 7-9-95.3, 7-9-95.4 and 7-9-96(a) except (19) of the Zoning Code.

B. Uses permitted subject to use permit, (see attached guidelines):

1. All uses permitted subject to the approval of a use permit pursuant to Section 7-9-95.5 of the Zoning Code.

2. Mobilehome Parks.

3. Accessory caretaker's, manager's or related employee's residence.

C. Prohibited Uses:

1. Concrete batching plants.

2. Educational institutions except industrial vocation schools.

3. Cultural uses.

4. Eleemosynary uses including churches.

5. All uses not permitted by Sections A and B above.

6. All uses prohibited by Section 7-9-95.6 of the Zoning Code.

SECTION VI - DEVELOPMENT STANDARDS - PLANNING UNITS THREE THROUGH SEVEN.

A. Setbacks:

1. Setbacks from special landscape streets including Lake Forest Drive, Moulton Parkway, Ridge Route Drive and Avenida de la Carlotta:

(a) Such setback distances shall be inversely proportionate to the width of all landscaped areas located between such streets and any buildings proposed. The following are the minimum setbacks required stated in relation to the minimum landscape area width required:

| MINIMUM WIDTH OF LANDSCAPED AREA: | 29 | 28 | 27 | 26 | 25 | 24 | 23 | 22 | 21 | 20 | 19 | 18 | 17 | 16 | 15 |
|--------------------------------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| MINIMUM SETBACK DISTANCE: | 30 | 34 | 38 | 42 | 46 | 50 | 54 | 58 | 62 | 66 | 70 | 74 | 78 | 82 | 85 |

(1) All distances are in feet and are measured from the ultimate right-of-way lines of special landscape streets.

(2) The width of areas to be landscaped may be an average width* of the landscaped area located between the ultimate right-of-way and the proposed building except that a landscaped area with a minimum width of fifteen (15) feet shall be located adjacent to all special landscape streets.

2. Setbacks other than from special landscape streets.

- (a) Minimum setback distance from any ultimate street right-of-way line: 20 feet.
- (b) Except as noted in c below, minimum side setback distance: 10 feet required for one side of building only.
- (c) Except as noted in c below, minimum rear setback distance: 10 feet

3. Setbacks from property lines abutting residential uses:

(a) Front, side and rear setback: 20 feet provided no openings will be permitted in building walls facing residential uses unless such buildings are setback a minimum of sixty (60) feet.

- B. Minimum building site area: 15,000 sq. ft.

- C. Maximum structure height: 39 feet except that taller structures may be permitted subject to approval of a site plan pursuant to Section VII here-in provided that within 500 ft. of the G.C.A. centerline the maximum height shall not exceed fifty (50) feet. The purpose of the site plan hereby required is to preclude or mitigate the adverse impacts of structures on the:

* Average width = $\frac{\text{Total Sq. Ft. of Landscape Area Adjacent to Special Landscape Street}}{\text{Street Length of Frontage on Special Landscape Street}}$

1. Safe operation of aircraft
 2. Adjacent residences
 3. The aesthetic qualities of this planned community when viewed from special landscape streets and adjacent communities.
- D. Landscaping Requirements:

1. Front, Side and Rear Areas Abutting Streets other than Special Landscape Streets, (for Special Landscape Highway Standards see Section VIII):

a. General Requirements

1. Landscaping in these areas shall consist of an effective combination of street trees, trees, berming, fences, walls, walkways, ground cover and shrubbery. All unpaved areas shall be landscaped in a similar manner.
2. The entire area between the curb and a point at least ten (10) feet in back of the property line shall be landscaped except for any driveways located therein.

2. Side and Rear Setback Areas not Abutting a Street or Highway:

a. General Requirements

1. All unpaved areas not utilized for parking and storage shall be landscaped utilizing ground cover, shrub and tree materials.

3. Undeveloped Areas:

- a. Undeveloped areas proposed for future expansion shall be maintained in a weed-free condition.

4. Screening Requirements:

- a. Areas used for parking shall be screened from view from abutting streets and adjacent properties outside the Planning Unit unless such parcels share common parking areas protected by common access easements.

b. Specific Requirements

1. Unless a property line abuts a site with common parking and access provisions, the entire area between the property line and a point at least four (4) feet in back of the line shall be landscaped, except for any driveways, drainage facilities, or buildings located therein.

E. Storage and Refuse Collection Areas:

1. Outdoor storage shall include all company owned and operated motor vehicles, except passenger vehicles.
2. All outdoor storage area and refuse collection areas shall be screened by fences, walls or landscaped berms so that materials and vehicles stored within these areas shall not be visible from streets and adjacent properties.
3. Storage or refuse collection shall not be permitted between a street and a building unless adequately screened from view from such street.

F. Loading Area:

1. Loading will be allowed between a street and a building providing that any loading dock with openings toward the street shall be setback a minimum of seventy (70) feet from the ultimate street right-of-way line. Said loading dock will be screened from view from streets by fences, walls, or landscaped berms.

G. Fences and Walls:

1. No fences or walls, except retaining walls, located outside any required setback area shall exceed twelve (12) feet in height. Fences and walls located within required setback areas shall conform to the requirements of the Zoning Code. Walls established within setback areas may be of any height inside or outside any setback area provided they do not project above grade to a height exceeding the limits noted previously.
2. Walls or fences of sheet or corrugated iron, steel, aluminum, asbestos, barbed wire or chain-link fencing are specifically prohibited except that security chain-link fencing is permitted when combined with wooden battens and screened with landscaping in an effective manner (except at points of vehicular or other access such as driveways, or facilities for utilities, drainage and similar activities) as determined by the Assistant Director, EMA, Regulation.

H. Nuisances:

1. No portion of the property shall be used in such a manner as to create a nuisance to adjacent sites or uses such as but not limited to, the creation of vibration, sound, electromagnetic disturbance, radiation, air or water pollution, dust, emission of odorous, toxic or noxious matter.

SECTION VII - SERVICE STATION REGULATIONS:

A. Uses Permitted:

1. Uses permitted by Section 7-9-114.3 of the Zoning Code.
2. Notwithstanding Section 7-9-114. of the Zoning Code to the contrary, commercial washing of automobiles not including steam cleaning facilities will be permitted, (i.e., carwashes).

B. Site Development Standards:

1. All those standards specified by Section 7-9-114.6 of the Zoning Code except paragraph (f) Signs (see Section X herein for applicable sign regulations).

SECTION VIII - OPEN SPACE, SPECIAL LANDSCAPED STREET AND BUFFER AREA REGULATIONS.

A. Open Space areas indicated on the Development Plan shall be subject to the following regulations:

1. Uses Permitted and Site Development Standards:

- a. All uses permitted and standards specified by the OS "Open Space" District, Section 7-9-58, of the Zoning Code in accordance with the regulations and development standards set forth therein.

2. Prohibited Uses:

- a. All uses not permitted by the OS "Open Space" District, Section 7-9-58, of the Zoning Code.

B. In addition to any other regulations, the following shall apply to sites abutting special landscaped streets:

1. Purpose and Intent:

- a. These regulations are intended to provide a uniform landscaped treatment along arterial highways and along property frontages with direct exposure to the San Diego Freeway. The landscaping requirements are intended to be adequate in depth and planting to provide a pleasing appearance to this industrial park community when viewed from the main circulation roadways in the area.
- b. These regulations are also intended to mitigate the impact of industrial uses on abutting residential uses.

2. Special Landscaped Streets:

- a. As shown on the Planned Community Development Plan, the following streets shall be subject to the special landscape requirements of this Section:

- (1) Moulton Parkway
- (2) Lake Forest Drive (formerly Canada Road)
- (3) Ridge Route Drive
- (4) Avenida de la Carlota

3. Landscape Plan Review Requirement:

- a. Prior to final clearance for issuance of building permits, a landscape plan with appurtenant irrigation facilities shall be submitted for all developments which are affected by this Section. Said landscaping and irrigation plans shall be approved by the Assistant Director, EMA, Regulation prior to the issuance of building permits.

4. Landscaping Regulations:

- a. The minimum width of the landscaped area adjacent to each Special Landscaped Street shall be as specified in Section VI.1.a. herein.
- b. Landscaping adjacent to special landscape streets shall be substantially in accordance with the guidelines appurtenant to this text. Irrigation systems meeting the approval of the Assistant Director, EMA, Regulation shall be installed throughout all such landscaped areas.
- c. Landscaping shall be maintained in a neat and orderly manner and all dead plants, shrubs and trees shall be removed and replaced within a reasonable period of time.

C. In addition to any other regulations, the following shall apply to sites abutting residentially used sites:

1. Special Landscaped Buffers:

- a. A minimum twenty (20) feet wide special landscaped buffer area between the residential area and any industrial area shall be provided, landscaped and maintained in accordance with the following provisions:

(1) Landscaping required for buffer areas:

The twenty (20) feet wide area shall be contained in a manner to reduce potential noise and direct light rays from any industrial use. The area shall be planted with trees, shrubs and ground cover in a manner which will establish and maintain an opaque screen of not less than ten (10) feet in height.

- (2) An irrigation system meeting the approval of the Assistant Director, EMA, Regulation shall be installed within the landscaped area.

- (3) The landscaping shall be maintained in a neat and orderly manner and any dead plants shall be removed and replaced in order to retain the integrity of the opaque screen at all times.

- (4) No structures shall be permitted within the landscaped area except screen walls, park furniture such as benches, and roofed shelters not exceeding 100 sq. ft. in floor area.

Walkways, sidewalks and trails may be established in such areas provided the objective of providing a screen is not violated.

SECTION IX - HIGHWAY COMMERCIAL REGULATIONSA. Uses Permitted:

1. All uses permitted by Section 7-9-95.2, 7-9-95.3, 7-9-95.4 and 7-9-96(a) except (19) of the Zoning Code.
2. The following commercial uses:
 - a. Home and office furnishing and appliance store.
 - b. Home improvement stores
 - c. Electronic product stores
 - d. Marine product stores
 - e. Commercial recreation

B. Site Development Standards:

1. ~~All the standards required by Section VI herein except as follows:~~

- a. Permitted commercial and/or commercial recreation uses will occupy a minimum of 3,000 square feet of ground floor area per business in at least ninety (90) percent of the area designated Highway

~~Commercial Regulations.~~

2. Merchandise displays shall be confined to the interior of any building.

C. Off-street Parking Regulations

1. All uses permitted by Section IX,A,1 above shall comply with the requirements of Section 7-9-145 of the Zoning Code.
2. All uses permitted by Section IX,A,2 above shall comply with the following:
 - a. A minimum of one off-street parking stall per 400 square feet of gross building area shall be provided.
 - b. Twenty-five percent (25%) of the required parking spaces may include parking for compact cars providing such spaces are clearly marked for such use.
 - c. Except as noted above in paragraph C.2.a. and b., all development shall comply with Section 7-9-145 of the Zoning Code.

SECTION X - SIGN REGULATIONSA. Sign Regulations for Industrial and Residential Uses:

1. Notwithstanding any section of the Zoning Code to the contrary, all signs established in this Planned Community shall comply with Section 7-9-111, SR "Sign Restrictions" District regulations of the Zoning Code with the following exceptions:

a. Notwithstanding Section 7-9-111.4 of the Zoning Code, Ground Signs shall not require approval of a use permit but shall be permitted pursuant to the following regulations:

(1) Ground signs located on building sites abutting a special landscape street shall only be permitted upon approval of a site plan pursuant to Section XI herein and shall conform to the following regulations:

(a) Such signs shall indicate only the name, title, emblem and/or address of the industrial park.

(b) Such signs shall not exceed a maximum height above average grade of six (6) feet nor a maximum sign area of one square foot for each linear foot of special landscape street frontage included in the entire planning unit up to a maximum sign area of fifty (50) sq. ft. per sign.

(c) Each planning unit may include a maximum of two ground sign per special landscape highway frontage in the entire planning unit.

(d) All such signs shall be located a minimum of fifteen (15) feet from the ultimate right-of-way line of any special landscape street.

(2) All other ground signs shall comply with Section 7-9-111.4 of the Code except that such signs shall not require approval of a use permit but shall be subject to the approval of a site plan pursuant to Section XI herein.

B. Sign Regulations for Nonindustrial Uses except Residential Uses:

1. All such signs shall comply with Section 7-9-111, SR "Sign Restrictions" District regulations with the following exceptions:

a. The maximum sign area for wall signs for such uses shall be the same area permitted for the same size industrial use.

b. Ground and freestanding signs visible from outside the Planning Unit are prohibited except as noted in paragraph C.1. below.

c. Ground signs not visible from outside the Planning Unit shall be permitted subject to approval of a site plan pursuant to Section X., A., 1., g., (2) above.

C. Additional Permitted Signs for All Uses:

1. Parking direction signs pursuant to Section 145.2(e) of the Zoning Code.
2. Menu boards not visible from any street or highway
3. Business directory signs not visible from any street or highway

D. Prohibited Signs:

1. Roof signs
2. Projecting signs
3. Outdoor advertising signs and structures
4. Any sign not permitted by Sections A, B and C above.

SECTION XI - SITE PLAN REVIEW REGULATIONSA. Applicability:

1. Prior to the acceptance of an application for building or precise grading permits for the establishment of a use or construction of a building or structure for which site plan review is required, the applicant shall obtain approval of a site plan by the Planning Commission. Review of a site plan shall be required for the following projects:
 - a. The development of any nonindustrial use as required by Section III, B, herein.
 - b. The development of any building site which abuts a special landscape street.
 - c. The development of any building site which abuts a residential use.
 - d. The development of any use or construction of any structure which requires approval of a site plan by provision of these regulations.

B. Requirement for Filing:

1. Site plans shall contain but are not limited to the following information:
 - a. Plot plans - drawn to scale, fully dimensioned and easily readable, containing but not limited to the following:
 - (1) Title block (applicant's name and date drawn)
 - (2) Scale and north arrow
 - (3) Property lines of building site (dimension)
 - (4) Buildings, existing and proposed (location and size)
 - (5) Streets (location, name and width)
 - (6) Easements (location, purpose and width)
 - (7) Access (driveways, etc.), existing and proposed
 - (8) Parking areas, designed to county standards
 - (9) Signs (location, height, dimensions, and copy, if available)
 - (10) Fencing, walls (type, location and height)
 - (11) Landscape areas
 - (12) Topography, if applicable
 - (13) Other outdoor uses (location and use)

- (14). Existing structures on abutting properties (location, height, uses)
- b. Elevations - all proposed structures including signs, including but not limited to the following:
- (1) All exterior materials
 - (2) All exterior colors
 - (3) All four sides of a structure or site
- c. Landscape Plans - including but not limited to the following information:
- (1) All plant materials, by common and botanical names
 - (2) Size of plant materials, where applicable
 - (3) Watering facilities plan

C. Procedures:

1. The above listed materials, together with any additional data which the Planning Commission may request, shall be submitted to the Assistant Director, EMA, Regulation for screen check to determine their acceptability. Upon a determination of acceptability, the required materials shall be submitted in the form and number prescribed by the Director, EMA.
2. The Planning Commission shall review the plans after their acceptance by the EMA.
3. The Planning Commission may approve, approve with conditions, or deny any site plan.
4. The EMA shall enforce the conditions of approval and insure that development is substantially in accordance with the approved site plans.

SECTION XII - DESCRIPTION OF EXTERIOR BOUNDARY LAGUNA WILLS BUSINESS CENTER
PLANNED COMMUNITY DEVELOPMENT PLAN

Beginning at the point of intersection of the centerlines of Moulton Parkway and Lake Forest Drive, thence easterly along the centerline of Lake Forest Drive to the southwesterly right-of-way line for the San Diego Freeway; thence south-easterly following the said southwesterly right-of-way line for the San Diego Freeway to the projected intersection with the northerly boundary line of the Rossmore Leisure World Planned Community; thence westerly along the northerly boundary of the Rossmore Leisure World Planned Community to the centerline of Moulton Parkway; thence northerly along the centerline of Moulton Parkway to the point of beginning.

LAGUNA

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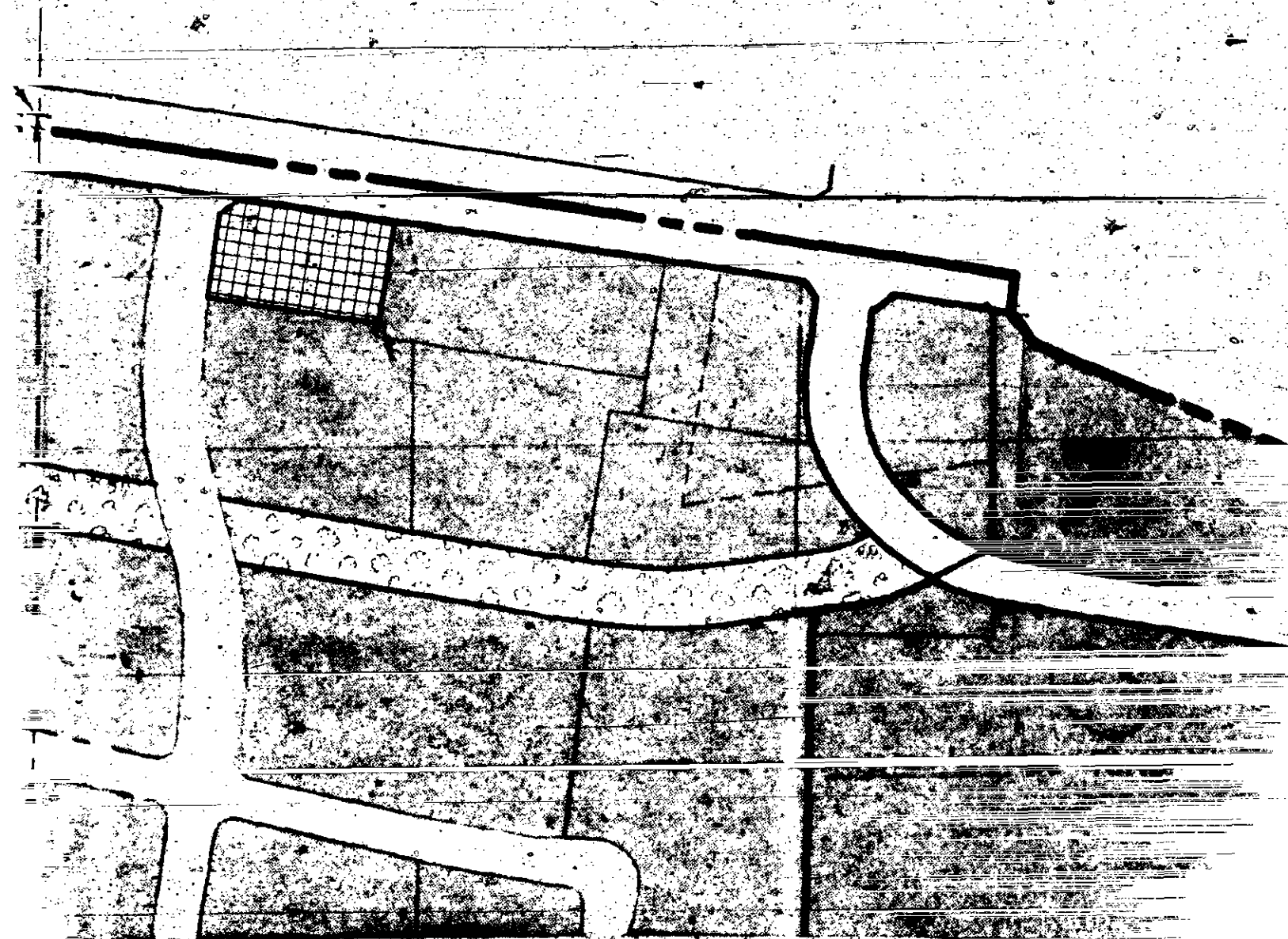
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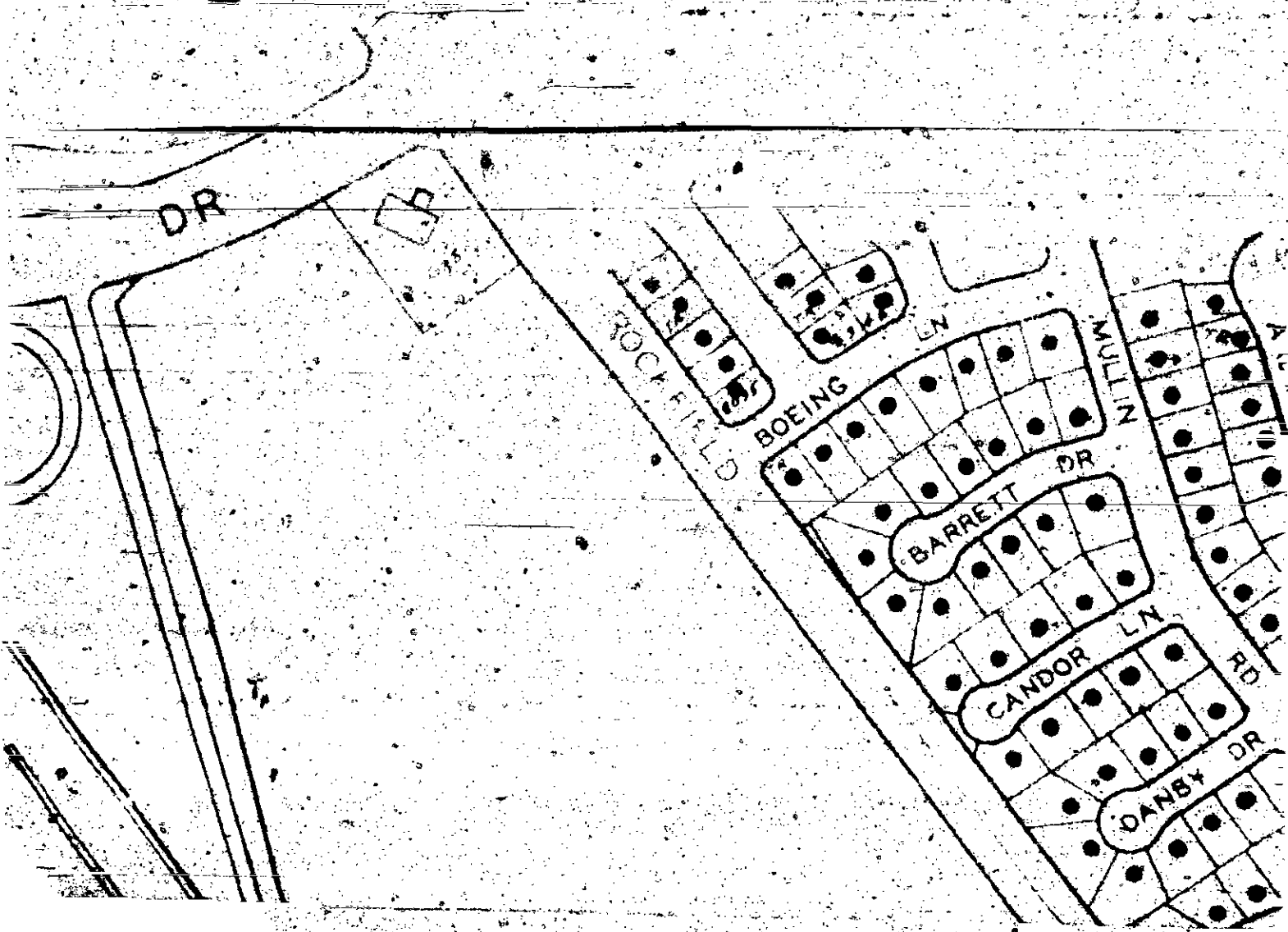


STRIAL PARK



PLANNED COMM DEVELOPMENT

1ST REVISED



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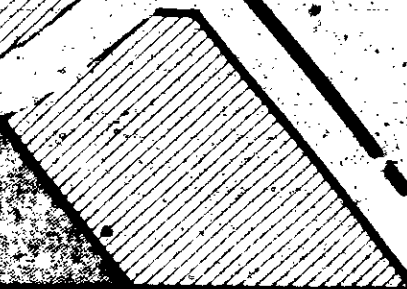
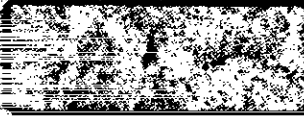
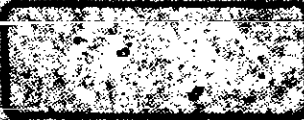


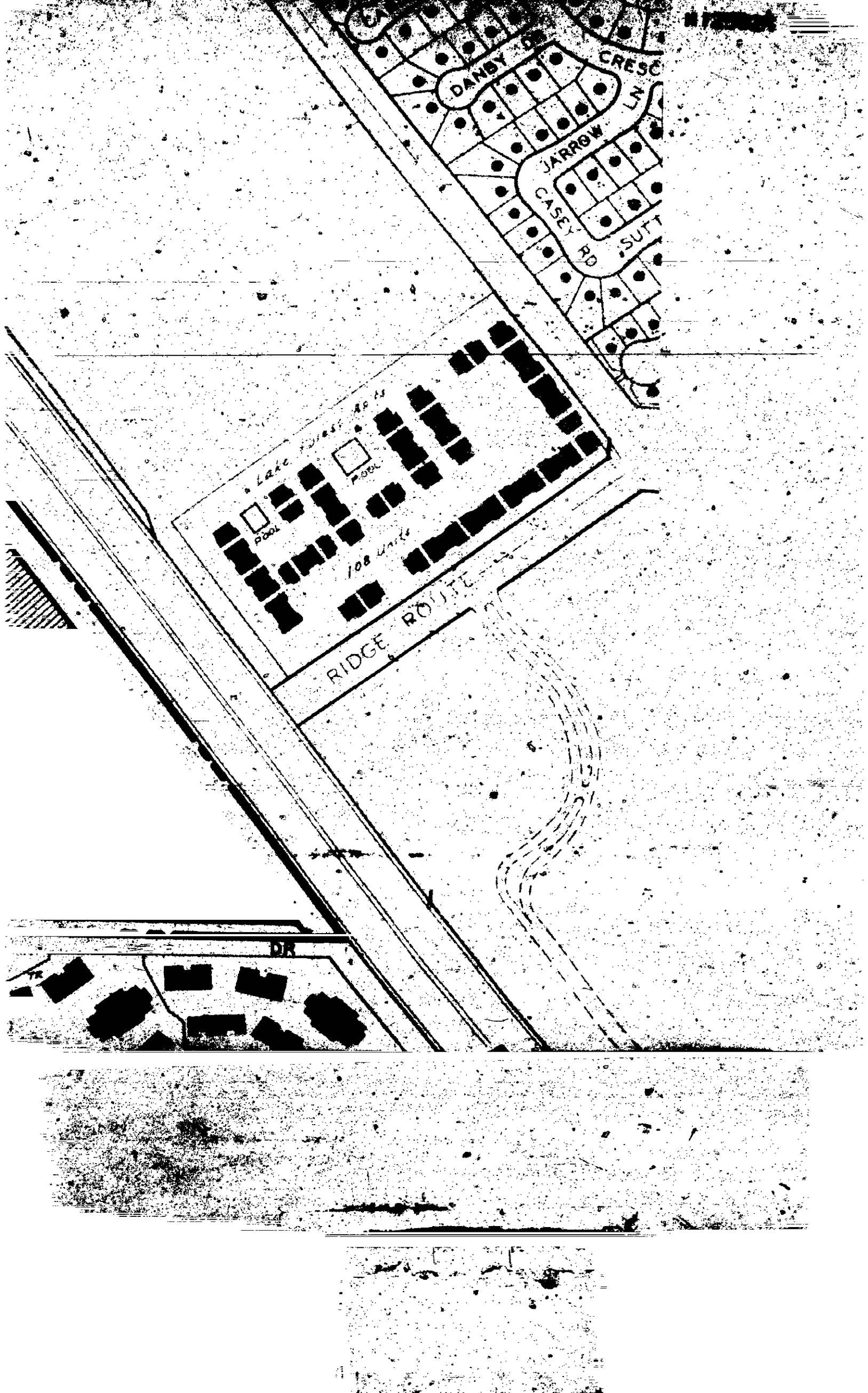
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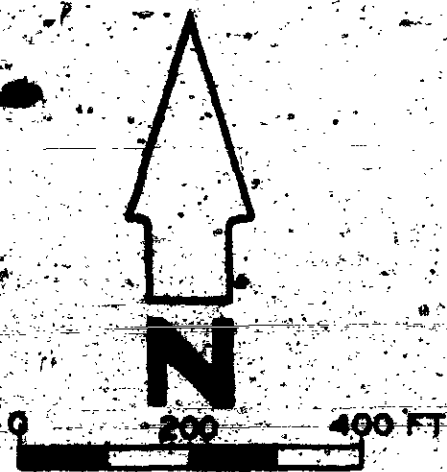
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SEWAGE

§ OF GCA

CLUBHOUSE
SITE

MARIPOSA

WEST

LEGEND

| LAND USES | PLANNING UNITS | | | | | | | | TOTAL |
|--|----------------|------|------|------|------|-----|-----|---|-------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | |
| INDUSTRIAL PARK MAX. AC'S | 102 | 27.6 | 28.5 | 20.2 | 9.5 | 3.5 | 4.8 | | |
| SERVICE STATION MAX. AC'S (SS DIST) | 10 | | | | | | | | |
| OPEN SPACE MIN. AC'S | 36.0 | | | | | | | | |
| HIGHWAY COMMERCIAL MAX. AC'S | | | | | 5.0 | | | | |
| RETAIL SALES/SERVICES MAX. AC'S PERMITTED * | 320 | 6.2 | | 5.0 | | 0.5 | 0.9 | | |
| PROF. OFC. MAX. AC'S PERMITTED * | 560 | 11.0 | | 8.1 | | 1.4 | 1.9 | | |
| TOTAL | 141 | 27.6 | 28.5 | 20.2 | 14.5 | 3.5 | 4.8 | | |

* INCLUDED IN TOTAL IND. PARK ACRES - SEE GENERAL NOTES



TOTAL

I HEREBY CERTIFY THAT THIS
DEVELOPMENT PLAN
WAS APPROVED BY THE
COUNTY PLANNING COMMISSION ON
AND ADOPTED BY ORDINANCE NO
BY THE ORANGE COUNTY BOARD OF
ON DEC. 21, 1977

M. Storm

ORANGE COUNTY PLANNING
BY M. STORM
ASSISTANT DIRECTOR E. M. A. REC

June Alexander

JUNE ALEXANDER
CLERK OF THE BOARD OF

RECORDED:

TIME: _____
BOOK: _____

DATE: _____
PAGES: _____

SUPERIOR COURT OF CALIFORNIA

ORANGE

700 W. Civic Center DRIVE

Santa Ana, CA 92702

(657) 622-6878

www.occourts.org

NOTICE OF CASE ASSIGNMENT

Case Number: **30-2020-01139345-CU-MC-CJC**

Your case has been assigned for all purposes to the judicial officer indicated below. A copy of this information must be provided with the complaint or petition, and with any cross-complaint that names a new party to the underlying action.

| ASSIGNED JUDGE | COURT LOCATION | DEPARTMENT/ROOM | PHONE |
|----------------------|------------------------|-----------------|----------------|
| Hon. Deborah Servino | CENTRAL JUSTICE CENTER | C21 | (657) 622-6878 |
| Hearing: | Date: | Time: | |
| JUDGE | COURT LOCATION | DEPARTMENT/ROOM | PHONE |
| Hon. | | | |

[x] ADR Information attached.

SCHEDULING INFORMATION

Judicial Scheduling Calendar Information

Individual courtroom information and the items listed below may be found at: www.occourts.org.

. Case Information, Court Local Rules, filing fees, forms, Civil Department Calendar Scheduling Chart, Department phone numbers, Complex Civil E-filing, and Road Map to Civil Filings and Hearings.

Ex Parte Matters

Rules for Ex Parte Applications can be found in the California Rules of Court, rules 3.1200 through 3.1207 at: www.courtinfo.ca.gov. Trials that are in progress have priority; therefore, you may be required to wait for your ex parte hearing.

Noticed Motions

- * The following local Orange County Superior Court rules are listed for your convenience:
 - Rule 307 - Telephonic Appearance Litigants - Call CourtCall, LLC at (310) 914-7884 or (888) 88-COURT.
 - Rule 380 - Fax Filing, Rule 450 - Trial Pre-Conference (Unlimited Civil)
- * All Complex Litigation cases are subject to mandatory Electronic Filing, unless excused by the Court.
- * Request to Enter Default and Judgment are strongly encouraged to be filed as a single packet.

Other Information

Hearing dates and times can be found on the Civil Department Calendar Scheduling Chart.

. All fees and papers must be filed in the Clerk's Office of the Court Location address listed above.

Date: 04/14/2020

Stephen Corona, Deputy Clerk

NOTICE OF CASE ASSIGNMENT