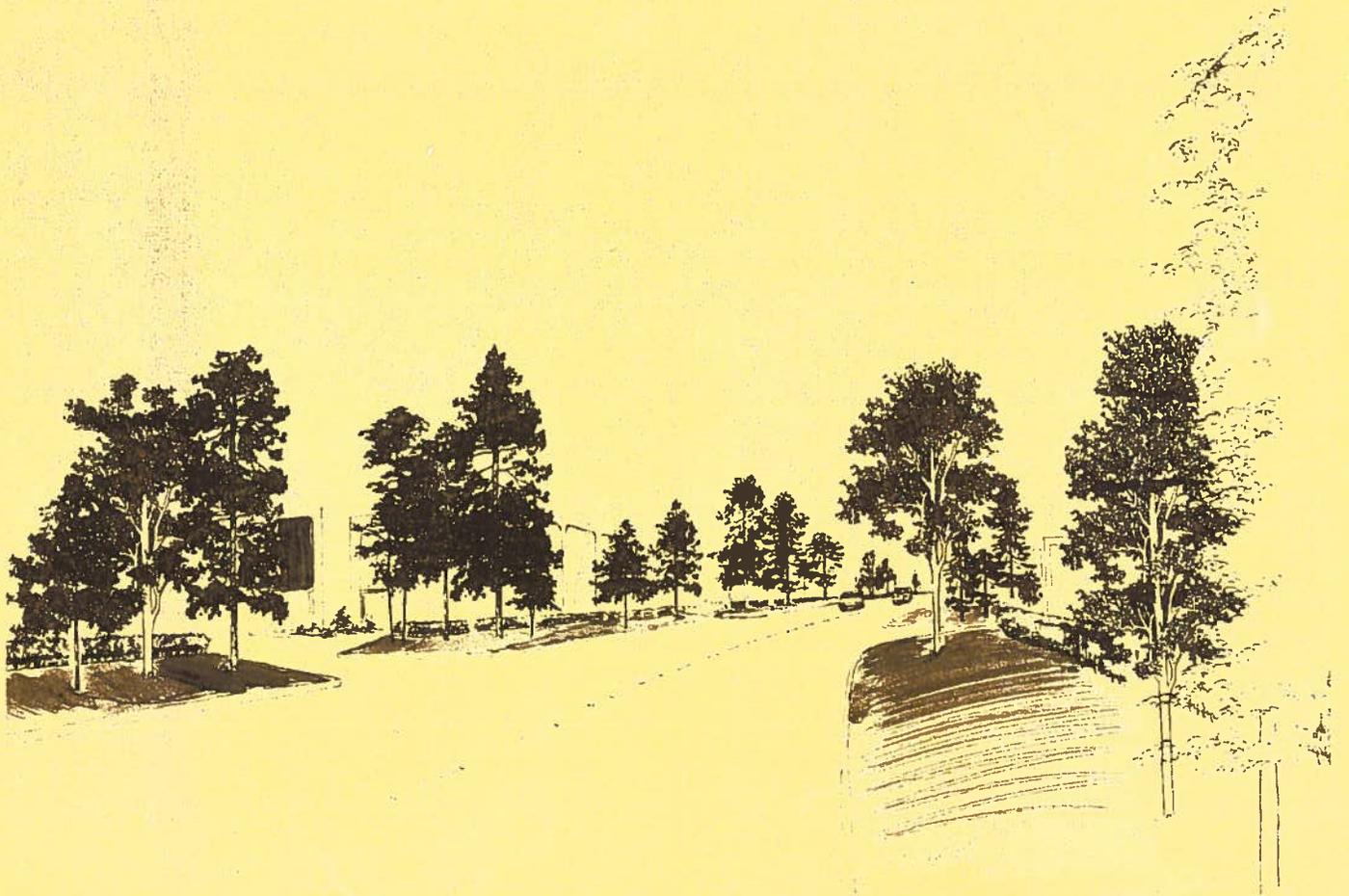


# IRVINE INDUSTRIAL COMPLEX garden grove

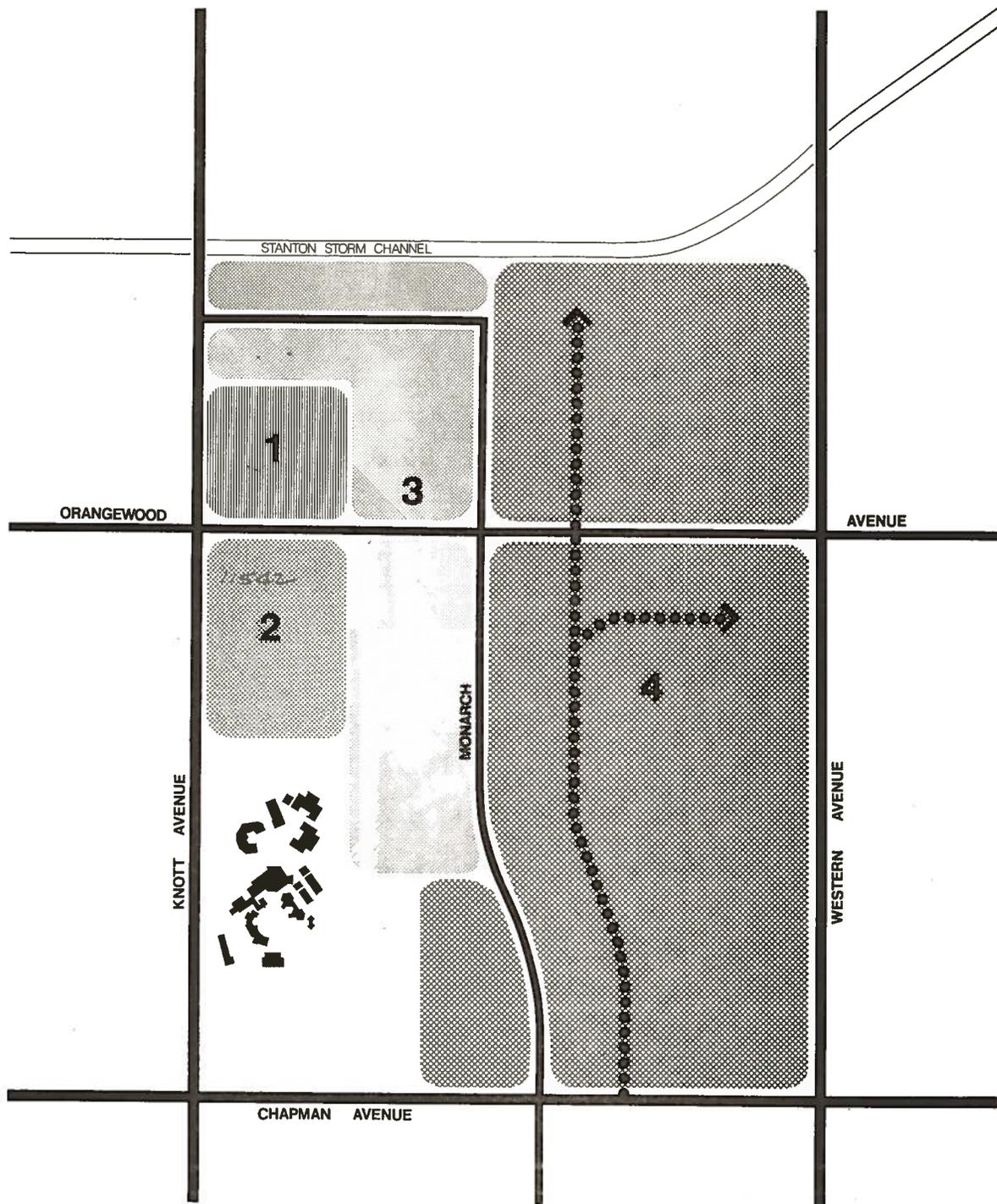


PLANNED UNIT DEVELOPMENT • SUPPLEMENTAL REGULATIONS • MARCH 76

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Protective Covenants



- LEGEND
- ▨ INDUSTRIAL COMMERCIAL
  - ▨ MULTI-TENANT INDUSTRY
  - ▨ SPECIAL INDUSTRY
  - ▨ INDUSTRY
  - RAILROAD

# Land Use Plan

**IRVINE INDUSTRIAL COMPLEX** garden grove

March, 1976

0 200' 400'



## SECTION I. STATISTICAL ANALYSIS

The Irvine Industrial Complex Planned Unit Development: Garden Grove has been designed to accommodate the following land use program:

<u>Area</u>	<u>Use</u>	<u>Net Acres</u>
1	Industrial Commercial	10
2	Multi-Tenant Industry	14
3	Special Industry	45
4	Industry	<u>118</u>
	TOTAL	187

## SECTION II. NOTES

1. Within the Planned Unit Development area, the continued use of the land for agricultural purposes with uses, structures and appurtenances accessory thereto shall be permitted.
2. Grading will be permitted within the Planned Unit Development area outside of immediate development upon the securing of a grading permit.
3. Water service and sewage disposal facilities within the Planned Unit Development area shall be furnished by the City of Garden Grove and the Garden Grove Sanitary District respectively.
4. Regardless of the provisions of this supplemental text, no construction shall be allowed within the boundaries of the Irvine Industrial Complex Planned Unit Development except that which complies with all provisions of applicable building codes and the various mechanical codes related thereto.
5. Any land use proposal not specifically covered by the Planned Unit Development plan and its supplemental text shall be subject to the regulations of the City of Garden Grove Zoning Code.
6. A plan for silt control for all storm runoff from the property during the construction and initial operation of the tract and maintaining the integrity of silt control facilities during normal operation shall be prepared and submitted to the California Water Quality Control Board Staff for their review prior to issuance of a grading permit.

## SECTION III. DEFINITIONS

### Advertising Surface

The total area of the face of the structure, excluding supports.

### Area of Elevation

Total height and length of a building as projected to a vertical plane.

### Building Site Area

The total land area of the land described in the use or other permit.

### Multi-Tenant Industry

For the purpose of these supplemental regulations, multi-tenant industry shall mean industrial operations, uses or activities within a building or complex of buildings which involves three (3) or more separate tenants.

### Setbacks from Street Corners

Setbacks from street corners shall be established as that point of intersection of the required setback lines from access streets, prolonged to point of intersection.

### Special Industry

For the purpose of these supplemental regulations, special industry shall mean any industrial operation, use or activity which occurs on a designated building site or lot which has a total gross building site area of less than two (2) acres.

### Side and Front of Corner Lots

For the purpose of these supplemental regulations, the narrowest frontage of a lot facing the street is the front, and the longest frontage facing the intersecting street is the side, irrespective of the direction in which structures face.

## **SECTION IV. APPLICABILITY**

The provisions contained in this Planned Unit Development supplemental text shall apply as specified to all uses permitted. Except as otherwise stated in this text, the requirements of the development standards and the Zoning Code of the City of Garden Grove shall apply.

## **SECTION V. GENERAL DEVELOPMENT STANDARDS**

### **A. Purpose and Intent**

Unless otherwise specifically prohibited herein, any industrial operation, use and activity will be permitted in all four (4) land use areas of the Planned Unit Development provided it is so designed and constructed that the operations, uses and activities do not cause or produce a nuisance to adjacent sites such as vibration, noise, radio frequency interference sound, electromechanical disturbance and radiation, electromagnetic disturbance, radiation, air or water pollution, dust, emission of odorous, toxic or non-toxic matter. Further, lighting is to be shielded and direct rays confined within property lines.

An exception shall be made during periods when breakdown in equipment occurs in such a manner as to make it evident that the effect was not reasonably preventable. The Community Development Director shall be notified immediately after such deficiency occurs. The deficiency shall be corrected within thirty (30) days except upon review and approval of the Community Development Director.

B. Permitted Uses

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 and systems and parts and components.
3. Industries engaged in the distribution and/or storage or warehousing.
4. Construction industries
5. Service industries which provide a service as opposed to the manufacture of a specific product, such as; but not limited to the following:
  - a. The repair and maintenance of appliances or component parts
  - b. Tooling
  - c. Printers
  - d. Testing Shops
  - e. Small machine shops
  - f. Repair, maintenance and servicing of above listed items (excluding automobile repair)
6. Support uses, such as but not limited to the following:
  - a. Blueprinting, photostating, photo engraving, printing, publishing and bookbinding.
  - b. Commercial Sales/Warehousing
7. Accessory uses and structures when related and incidental to a permitted use.
8. Agriculture as a continuation of the existing land use, and all necessary structures and appurtenances.

C. Permitted Uses Subject to Conditional Use Permit

The following additional uses shall be permitted subject to a Use Permit and upon the finding that the proposed use shall be compatible with surrounding authorized developments and the use shall not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use, or the welfare of the city.

1. Utility Service Yards
2. Furniture Warehouse Sales
3. Rug and Carpet Sales and Distribution

4. Building products storage and/or sales including plumbing, lumber, electrical and masonry supplies.
5. Extraction of natural resources.

D. Site Area Requirements

1. Minimum site size for industrial parcels shall be 27,500 square feet. The minimum site size for commercial uses shall be that which is necessary to accommodate required on-site parking and landscaping.
2. Structures may not cover more than 50 percent of the net lot area.

E. Setbacks

All setbacks will be measured from the property line. For the purpose of these supplemental regulations, a streetside property line is that line created by the ultimate right-of-way of the frontage street.

1. Setback from Streets

Front and/or exterior streetside setbacks shall be a minimum of twenty (20) feet except for Chapman and Knott Avenues, which shall be a minimum of thirty (30) feet and Western Avenue, which shall be a minimum of seventeen (17) feet.

2. Side Yard

None

3. Rear Yard

None

4. Architectural Projections

- a. Rooflines and eaves may project six (6) feet into setback areas subject to the specific approval by the Community Development Director.
- b. Steps and open and unenclosed staircases may project six (6) feet into setback areas.

F. Maximum Building Height

Sixty (60) feet

G. Landscaping

1. General Statement

- a. Landscaping will consist of an effective combination of street trees, trees, ground cover, and shrubbery provided with suitable irrigation. Dry landscape materials may be used in side and rear only. All unpaved, non-work areas (excluding vacant lots) will be landscaped.

2. Street Landscape Areas

The entire area between the curb and a point eighteen (18) feet in back of the curb shall be landscaped, except for any vehicular or pedestrian access way in said area. If a building is placed on the streetside setback line, the entire area between the building setbacks line and the curb must be landscaped.

3. Undeveloped Areas

a. Landscaping plans will incorporate provisions for erosion control on all graded sites which will remain vacant prior to building construction.

b. Undeveloped areas will be maintained in a weedfree condition.

4. Boundary Areas

Boundary landscaping is required on all interior property lines unless a zero building setback is utilized. Said boundary landscape areas will be placed along the entire length of property lines. Trees, equal in number to one (1) tree per thirty (30) lineal feet of the interior property line, will be planted in the boundary area in addition to required ground cover and shrub material.

5. Parking Areas

a. Parking areas shall be landscaped and/or fenced in a manner as to screen said areas from view of all adjacent access streets and other properties or at a minimum have view of said area visually interrupted. Plant materials used for screening will consist of lineal or grouped masses of shrubs and/or trees of a sufficient size and height to meet this requirement and combined with walls or berming as necessary.

b. Trees, not less than fifteen (15) gallon size, equal in number to one (1) per each five (5) parking stalls and provided with adequate irrigation systems, will be installed in and around the parking area.

6. Landscaping Maintenance

a. Periodic inspections will be made by the City of Garden Grove noting conditions which are in non-compliance with the requirements of this section. Corrections to bring an area into compliance with the standards will be accomplished by the offender within thirty (30) days of receipt of written notification.

b. Lawn and ground covers are to be kept trimmed and/or mowed regularly. All planting areas are to be kept free of weeds and debris.

c. All plantings are to be kept in a healthy and growing condition.

- d. Irrigation systems will be kept in working condition. Adjustments and cleaning will be a part of regular maintenance.

## H. Parking Requirements

### 1. Location of Parking

Required off-street parking will be provided on the site of the use served, or on a contiguous site. When parking is provided on a site of different ownership, a recorded document will be approved by the City Attorney and filed with the Community Development Department and signed by the owners of the alternate site, stipulating to the permanent reservation of use of the site for said parking.

### 2. Parking Standards and Requirements

In addition to the following standards, parking requirements by land use, including size of spaces, aisle widths, etc. will conform to regulations of the City of Garden Grove.

#### a. Office

One (1) space for each 250 square feet of gross floor area.

#### b. Manufacture, Research and Assembly, Service Industry, Construction, Support Industry and Multi-Tenant Industry

Two (2) parking spaces for each three (3) employees, but in no event less than two (2) spaces for each 1,000 square feet of gross floor area, plus one (1) space for each vehicle operated from and stored at the subject site.

#### c. Warehouse and Distribution Industry

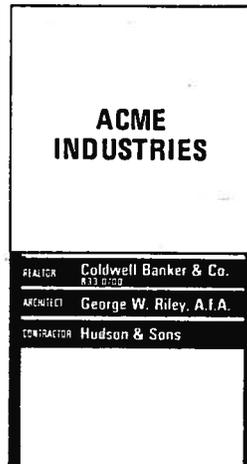
Two (2) parking spaces for each three (3) employees, but in no event less than one (1) space for each 1,000 square feet of gross floor area for the first 20,000 square feet; one (1) space for each 2,000 square feet for the second 20,000 square feet; one (1) space for each 4,000 square feet of gross floor area for areas in excess of the initial 40,000 square feet of floor area of the building. If there is more than one (1) shift, the number of employees on the largest shift shall be used in determining parking requirements.

## I. Sign and Graphic Standards

One (1) sign per street frontage shall be permitted for each industry or commercial use. The signs may be of the following type:

### 1. Wall Signs

- a. No wall sign will exceed an area equal to one and one-half (1-1/2) square feet of sign for each one (1) foot of lineal frontage of the building or store. However, no sign shall exceed 200 square feet in area nor comprise more than 10 percent of the area of the elevation upon which the sign is located.



**SIGN TYPE (A)**

**FUTURE TENANT SIGN:** A sign which informs the viewer of the future tenant planned for a site.

**POLICY:** The sign shall identify tenants which are planned as part of a planned community. Names are designed to identify and not to advertise. May be double faced if required.

**LOCATION:** Always installed on the site of the facility and oriented to the nearest street. One sign to be utilized for each street fronting on the site.

**LONGEVITY:** From the time the site has been zoned for the facility until construction and/or leasing is completed.

**SIGN SURFACE AREA:** 96 square feet maximum (including 4 "rider" panels).

- b. In multi-tenant industrial buildings, each individual industry may have a wall sign over the entrance to identify the tenant. Said sign will give only the name of the company and will be limited to six (6) inch high letters. Said signs will be oriented toward the parking or pedestrian area for that building and shall not exceed a maximum area of five (5) square feet.

## 2. Ground Signs

- a. Ground signs shall not exceed four (4) feet above grade in height nor more than one and one-half (1-1/2) square feet in area for each one (1) foot of lineal frontage of the building or store. However, no sign shall exceed 200 square feet in area.

## 3. Miscellaneous Signs

The following signs are permitted.

### a. Temporary Identification Signs

#### 1) Sales or Lease Sign

A sign not to exceed fifteen (15) square feet in area advertising the sale, lease or hire of the site will be allowed.

#### 2) Construction Sign

A sign not to exceed twenty (20) square feet in area denoting the architects, engineers, contractor, and other related subjects will be allowed at the commencement of construction. Said sign will be removed at the time the building is fit for occupancy.

#### 3) Future Tenant Sign

Signs allowing identification of the future tenants and other persons as shown on Sign Type A.

### b. Special Purpose and Direction Signs

Special purpose signs as may be submitted as a part of the Planned Unit Development site plan shall be allowed.

## 4. Standards

- a. Only one (1) single or double face permanent sign will be allowed per street frontage per site or tenant.
- b. Signs will be restricted to advertising only the person, firm, company or corporation operating the use conducted on the site or the products sold therein.

- c. The area of a wall sign will be measured by a rectangle around the outside of the lettering and/or the pictorial symbol.
- d. All signs attached to the building will be surface mounted.
- e. Signs visible from the exterior of any building may be lighted, but no signs or any other contrivance will be devised or constructed so as to rotate, gyrate, blink or move in any fashion.

J. Fences and Walls

1. Height

- a. No fence or wall shall exceed eight (8) feet in height except that a twelve (12) foot fence may be permitted subject to the approval of the Community Development Director.
- b. No wall greater than three (3) feet shall be located within the setback area paralleling a street right-of-way.

2. Restrictions on Materials

- a. Walls or fences of sheet or corrugated iron, steel, aluminum, asbestos, or security chain-link fencing are specifically prohibited.
- b. Chain-link fencing is permitted when combined with redwood battens.

K. Telephone and Electrical Service

All "on-site" telephone and electrical lines will be placed underground. Transformer or terminal equipment will be screened from view of adjacent streets and properties.

L. Storage and Refuse Collection Areas

- 1. All outdoor storage areas and refuse collection areas shall be visually screened so that materials stored within these areas shall not be visible from access streets and adjacent property.
- 2. Storage or refuse collection will not be permitted between a frontage street and a building setback line.

M. Loading Areas

Streetside loading will be allowed providing the loading dock is setback a minimum of seventy (70) feet from face of curb. Said loading areas will be screened from view of adjacent streets, and access shall be provided without the necessity of vehicle maneuvers from frontage streets.

N. Maintenance

1. All structures will be maintained in a neat and orderly manner.
2. All permitted signs will be maintained in a neat and orderly manner.

O. Public Safety

No operation in the manufacture, compounding, assembling, processing or treatment of any product, and no material stored on property within the Planned Unit Development shall be injurious to the health, safety or welfare of persons residing or working in the neighborhood by reason of danger to life or property.

## **SECTION VI. INDUSTRIAL COMMERCIAL**

A. Purpose and Intent

It is the intent within this designated land use to allow a combination of general industry, business and professional offices, and commercial activities primarily supportive of the industrial park.

Minor ancillary activities associated with the above activities may be located outside a structure provided screening requirements as set forth in these supplemental regulations are met.

B. Permitted Uses

1. All uses listed in Section V, General Development Standards.
2. Commercial uses, such as but not limited to the following:
  - a. Administrative, professional and business offices
  - b. Service Station
  - c. Barber Shop
  - d. Beauty Shop
  - e. Deli/Coffee Shop
  - f. Fast Food and Take-Out Restaurants
  - g. Dry Cleaner
  - h. Branch Bank
  - i. Health Club
  - j. Trade School
  - k. Restaurants

C. Permitted Uses Subject to Conditional Use Permit

The following additional uses shall be permitted subject to a Use Permit and upon the finding that the proposed use shall be compatible with surrounding authorized developments and the use shall not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use, or the welfare of the City of Garden Grove.

1. Utility Service Yards
2. Furniture Warehouse Sales
3. Rug and Carpet Sales and Distribution
4. Building products storage and/or sales including plumbing, lumber, electrical and masonry supplies.

**SECTION VII. DEVELOPMENT PROCEDURES**

The size and nature of the Irvine Industrial Complex Planned Unit Development precludes the development and submission at the zoning phase of specific development plans for individual sites within the project. The following procedure therefore, will be adhered to regarding future submission of precise site development plans to the City for approval.

Each applicant desiring to secure approval of building plans shall submit to the Office of the City Zoning Administrator the following information.

1. A statement describing the intended use of the site, to include a full description of the activities contemplated to be conducted within the building(s) proposed.
2. A site plan showing all buildings and structures complete with setback dimensions and dimensions of said structures on the site in question.
3. A set of architectural plans indicating the building elevations and construction materials and provisions for landscaping and utility services.

Upon receipt of this information, the Zoning Administrator shall make a determination if the proposed project is in conformance with the purpose and intent of the General Plan and the regulations governing development for the subject area. If the Zoning Administrator so determines the project to conform to these regulations, the application will be processed administratively by the City Staff and a Notice of Environmental Negative Declaration will also be issued. No further public hearings shall be required.

However, if in the opinion of the Zoning Administrator a question relative to use or design conformance exists, he shall establish a duly noticed public hearing to take testimony and render a decision regarding the proposed project. In such event, the findings of the Zoning Administrator shall be final unless appealed by the applicant to the City Planning Commission.

# protective covenants

IRVINE INDUSTRIAL COMPLEX: GARDEN GROVE

As recorded on \_\_\_\_\_, as document number \_\_\_\_\_  
official records County of Orange, California.

DECLARATION OF RESTRICTIONS

Irvine Industrial Complex

THIS DECLARATION, made this \_\_\_\_\_, by IRVINE INDUSTRIAL COMPLEX, a California corporation (hereinafter "Declarant");

Article I

RECITALS

1.01 Declarant is the owner of certain real property in the County of Orange, State of California, described in Exhibit "A" which is attached hereto and by reference made a part hereof (hereinafter the "Property").

1.02 In order to establish a general plan for the improvement and development of the Property, Declarant desires to subject the Property to certain conditions, covenants and restrictions, upon and subject to which all of the Property shall be held, improved and conveyed.

Article II

GENERAL PROVISIONS

2.01 Establishment of Restrictions

Declarant, owner of the Property, hereby declares that the Property is now held, and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the restrictions herein set forth, each and all of which is and are for, and shall inure to, the benefit of and pass with each and every parcel of the Property and shall apply to and bind the heirs, assignees and successors in interest of any owner thereof.

2.02 Purpose of Restrictions

The purpose of these restrictions is to insure proper development and use of the Property, to protect the owner of each parcel against such improper development and use of surrounding parcels as will depreciate the value of his parcel, to prevent the erection on the Property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement of the Property in accordance with a general plan.

2.03 Definitions

(a) *Site* "Site" shall mean all contiguous land under one ownership.

(b) *Improvements* "Improvements" shall mean and include buildings, outbuildings, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, signs and any structures of any type or kind.

(c) *Declarant* "Declarant" shall mean the undersigned, its successors and assigns.

Article III  
REGULATION OF IMPROVEMENTS

3.01 Minimum Setback Lines

(a) *General* No structure of any kind, and no part thereof, shall be placed on any site closer to a property line than herein provided. The following structures and improvements are specifically excluded from these setback provisions:

- (1) Roof overhang, subject to the specific approval of Declarant in writing.
- (2) Steps and walks.
- (3) Paving and associated curbing, except that vehicle parking areas shall not be permitted within five (5) feet of the street property line or lines.
- (4) Fences, except that no fence shall be placed within the street setback area unless specific approval is given by Declarant in writing.
- (5) Landscaping.
- (6) Planters, not to exceed three (3) feet in height.
- (7) Railroad spur tracks, switches and bumpers, provided that the location of such tracks, switches and bumpers is specifically approved by Declarant in writing.
- (8) Gas and service stations including all pertinent uses, subject to the specific approval of Declarant in writing.
- (9) Displays identifying the owner, lessee or occupant, subject to the specific approval of Declarant in writing.

(b) Setback from interior property lines. No setback is established from a rear or side interior property line. The interior lot lines for a corner lot shall be considered side property lines and a corner lot shall not be considered to have a rear property line.

(c) Setback from Street Property Lines The setback line is established as thirty (30) feet from face of curb on Chapman and Knott Avenues and seventeen (17) feet on Western. All other streets shall maintain a twenty (20) foot setback.

### 3.02 Completion of Construction

After commencement of construction of any structure, the owner shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

### 3.03 Excavation

No excavation shall be made except in connection with construction of an improvement, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and leveled.

### 3.04 Landscaping

(a) Every site on which a building shall have been placed shall be landscaped according to plans approved as specified herein and maintained thereafter in a sightly and well-kept condition.

(b) The property owner, lessee or occupant shall landscape and maintain unpaved areas between the property lines and the setback lines. The first ten (10) feet of the setback from street property lines on Chapman, Knott and Western and the first thirteen (13) feet on all other streets shall be used exclusively for landscaping except for walks and driveways bisecting the required landscape area; provided, however, that gas and service stations are excepted from this requirement.

(c) The property owner, lessee or occupant shall provide hose bibs and maintenance facilities in the vicinity of the landscaped areas.

(d) Landscaping as approved by Declarant shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first.

### 3.05 Signs

(a) No billboard or advertising sign shall be permitted, other than the following:

(1) Those identifying the name, business and products of the person or firm occupying the premises; and

(2) Those offering the premises for sale or lease when specifically approved by Declarant in writing.

(b) Signs shall conform to setback lines unless specific approval to the contrary is granted by Declarant in writing.

(c) Signs and identifications on buildings or building sites shall only be of such size, design and color as is specifically approved by Declarant in writing.

### 3.06 Parking Areas

(a) General. Adequate off-street parking shall be provided to accommodate all parking needs for employees, visitor and company vehicles on the site.

The intent of this provision is to eliminate the need for any on-street parking. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this section.

(b) Parking shall not be permitted:

(1) Between public street pavement and property line.

(2) Closer than ten (10) feet to a street property line on Chapman, Knott and Western.

(3) Closer than thirteen (13) feet to a street property line on all other streets.

(c) The parking requirements may be modified by Declarant as to any particular site.

### 3.07 Storage and Loading Areas

(a) No materials, supplies or equipment, including company-owned or operated trucks, shall be stored in any area on a site except inside a closed building, or behind a visual barrier screening such areas from the view of adjoining properties and/or a public street.

(b) Loading areas shall not encroach into setback areas unless specifically approved by Declarant in writing.

(c) Loading docks shall be set back and screened to minimize the effect from the street. Docks shall not be closer than seventy (70) feet to the street property line, unless specifically approved by Declarant in writing. Loading will be permitted to the rear of the setback line from that portion of a structure not fronting a street.

### 3.08 Building Regulations

Any building erected on a site shall conform to the following construction practices:

(a) Exterior walls of sheet or corrugated iron, steel, aluminum or asbestos will be permitted only upon specific approval in writing by Declarant.

(b) Exterior walls shall be painted or suitably treated in a manner acceptable to Declarant.

## Article IV APPROVAL OF PLANS

4.01 No improvement, as that term is hereinabove defined, shall be erected, placed, altered, maintained or permitted to remain on any land subject to these restrictions until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefor and structural design, signs and landscaping, shall have been submitted to and approved in writing by Declarant. Such plans and specifications shall be submitted in writing over the signature of the owner or lessee of the site or his authorized agent.

4.02 Approval shall be based, among other things, on adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring sites, improvements of improvements on neighboring sites, improvements, operations and uses; relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. Declarant shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

4.03 If Declarant fails either to approve or to disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that Declarant has approved said plans and specifications, subject, however, to the restrictions contained in Article III hereof.

4.04 Neither Declarant nor its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to Declarant for approval agrees, by submission of such plans, and every owner or lessee of any of said property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant to recover any such damages.

4.05 Notwithstanding anything to the contrary herein contained, after the expiration of one year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all provisions of this Article IV, unless actual notice of such noncompliance or noncompletion, executed by Declarant, shall appear of record in the office of the County Recorder of Orange County, California, or unless legal proceedings shall have been instituted to enforce compliance or completion.

#### 4.06 Fee

An architectural review fee shall be paid to Declarant at the time plans are submitted for approval based upon the following schedule:

(a) When the plans submitted are prepared by an architect licensed to practice in the State of California, the architectural review fee shall be \$100.

(b) In all other cases the architectural review fee shall be \$250.

### Article V ENFORCEMENT

#### 5.01 Abatement and Suit

Violation or breach of any restriction herein contained shall give to Declarant and every owner of property subject to these restrictions the

right to enter upon the property upon or as to which said violation or breach exists and to summarily abate and remove, at the expense of the owner or lessee thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

#### 5.02 Deemed to Constitute a Nuisance

The result of every action or omission whereby any restrictions herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner, either public or private, shall be applicable against every such result and may be exercised by Declarant or by any owner of property subject to these restrictions.

#### 5.03 Attorney's Fees

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

#### 5.04 Inspection

Declarant may from time to time at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

#### 5.05 Failure to Enforce Not a Waiver of Rights

With the exception of the time limit for action by Declarant contained in Section 4.05 of Article IV hereof, the failure of Declarant or any property owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

### Article VI

#### REGULATION OF OPERATIONS AND USES

##### 6.01 Permitted Operations and Uses

(a) Unless otherwise specifically prohibited herein, any industrial operation and use will be permitted if it is performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites such as but not limited to vibration, sound, electro-mechanical disturbance and radiation, electro-magnetic disturbance, radiation, air or water pollution, dust, emission of odorous, toxic or non-toxic matter. All lighting is to be shielded and confined within property lines.

(b) An exception shall be made during periods when breakdown in equipment occurs in such a manner as to make it evident that the effect was not reasonably preventable.

#### 6.02 Prohibited Operations and Uses

A. The operation and use of drilling for and/or removal of oil, gas or other hydrocarbon substances on any property subject to these restrictions shall not be permitted without the prior written consent of the Declarant.

B. The following operations and uses shall not be permitted on any property subject to these restrictions:

- (a) Residential
- (b) Trailer Courts
- (c) Labor camps
- (d) Junk yards
- (e) Commercial excavation of building or construction materials
- (f) Distillation of bones
- (g) Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse
- (h) Fat rendering
- (i) Stockyard or slaughter of animals
- (j) Refining of petroleum or of its products
- (k) Smelting of iron, tin, zinc or other ores
- (l) Hog raising

#### 6.03 Other Operations and Uses

(a) Operations and uses which are neither specifically prohibited nor specifically authorized by these restrictions may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by Declarant. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to these restrictions or upon the occupants thereof. If Declarant fails either to approve or to disapprove such operational plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that Declarant has disapproved said plans and specifications.

(b) Neither Declarant, nor its successors or assigns, shall be liable in damages to anyone submitting operational plans and specifications to them for approval, or to any owner or lessee of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such operational plans and specifications. Every person who submits operational plans and specifications to Declarant for approval agrees, by submission of such plans and specifications, and every owner and lessee of any of said property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant to recover any such damages.

Article VII  
TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS  
OF DECLARANT'S RIGHTS AND DUTIES

7.01 Term

This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period commencing on the date hereof and expiring on May 19, 2016.

7.02 Termination and Modification

This Declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any portion thereof, with the written consent of the owners of 65 percent of the property subject to these restrictions, based on the number of square feet owned as compared to the total number of square feet subject to these restrictions, provided, however, that so long as Declarant owns at least 20 percent of the property subject to these restrictions, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant thereto. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Recorder of Orange County, California.

7.03 Assignments of Declarant's Rights and Duties.

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under Section 7.02 of this Article VII.

Article VIII  
MISCELLANEOUS PROVISIONS

8.01 Constructive Notice and Acceptance

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

8.02 Rights of Mortgages

All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser of such sale, and his successors and assigns, shall hold any and all property so purchased subject to all of the restrictions and other provisions of this Declaration.

8.03 Mutuality, Reciprocity; Runs with Land

All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of said property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns; and shall, as to the owner of each parcel, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other parcels.

8.04 Paragraph Headings

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

8.05 Effect of Invalidation

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first herein-above written.

IRVINE INDUSTRIAL COMPLEX

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF ORANGE

ss.

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the President, and \_\_\_\_\_, known to me to be the Secretary of Irvine Industrial Complex, 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

\_\_\_\_\_, Notary Public, State of California, Principal Office in Orange County.

(Signed)

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