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BK D452696642

When Recorded MAIL to:
DC Inc.
2800
P.O. Box 68
Santa Ana del Mar, Calif. 92625

DECLARATION OF RESTRICTIONS
AND
GRANT OF EASEMENTS

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DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS made

October 13, 1969, by S D C INC., hereinafter called "SDC," and FIRST
WESTERN BANK AND TRUST COMPANY, hereinafter called "Bank," owners
of the hereinafter described property.

WITNESSETH:

WHEREAS, SDC and Bank will become the owners of that certain real property
located in the County of Los Angeles, State of California, which is more particularly
described in the attached Exhibit B and which is hereinafter called the "entire
property," which property is to be improved as a shopping center substantially
in the manner shown on the attached Exhibit A, and

WHEREAS, SDC and Bank desire to hereby subject each and every portion of
the entire property to the covenants, conditions, and restrictions hereinafter set
forth and to establish the appurtenant easements hereinafter described so as to
provide a general plan for the improvement and operation of the entire property
as a shopping center for the mutual benefit of the owners of any and all portions
thereof and their respective heirs, successors, assigns, grantees, mortgagees, and tenants.

NOW, THEREFORE, SDC and Bank do hereby establish the covenants, conditions,
and restrictions hereinafter set forth, and grant the easements hereinafter described
as follows:

ARTICLE 1 - Use in General. The entire property shall be used only for the
construction, operation, and maintenance of mercantile, business, and professional
establishments and related facilities including common and vehicular parking
areas, all as more specifically described hereinafter.

ARTICLE 2 - Building Area. No building shall be erected, maintained, or altered
on any part of the entire property except within the Building Area as delineated on
the attached Exhibit A and until or unless the exterior appearance and coloring thereof
shall have been approved by SDC, which approval shall not be unreasonably withheld.

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.

45 Min. Past 11 AM OCT 15 1969

6916490

WESTERN BANK AND TRUST CO.

DocuME
of June
First Western Bank & Trust Co.

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In the event that SDC withholds such approval and the owner of such building believes that such withholding of approval is unreasonable, then this dispute shall be arbitrated in accordance with the Laws of the State of California. The construction, establishment and maintenance of buildings upon the entire property shall be confined within the Building Areas as delineated on Exhibit A, provided, however, that portions of the entire property adjacent to said Building Areas may be used for:

- (a) Building canopies over pedestrian sidewalks;
- (b) Pedestrian sidewalks and planting areas;
- (c) Signs which are attached to the building or canopies, subject to SDC's prior written approval, which approval shall not be unreasonably withheld.
- (d) Hose bibbs, standpipes, fire hose connections, downspouts, yard or floodlights, and subsurface building foundations, trash rooms and/or trash bins;
- (e) The opening thereonto of doors of contiguous buildings;
- (f) The projection thereover of tracks extending outward from the Building Area, but not for a distance greater than twenty-four (24) inches; and
- (g) The temporary erection of ladders, scaffolding and store front barricades during reasonable periods of construction, remodeling or repair of buildings and building appurtenances.

ARTICLE 3 - Common Area. The balance of the entire property, other than Building Area, is hereinafter referred to as Common Area. Said Common Area shall be used only for the following purposes:

- (a) The ingress and egress and parking of the motor vehicles of the owners and occupants of any portion of the entire property and their customers, suppliers, invitees, and employees;
- (b) The pedestrian movement of the owners and occupants of any portion of the entire property and their customers, suppliers, invitees, and employees;

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- (c) The loading and unloading of trucks, tractors, trailers and other delivery vehicles servicing the occupants of the Building Area, provided, however, said loading and unloading shall, to the extent practical, be conducted only upon the Common Area adjoining the rear of the Building Area;
- (d) The installation, maintenance and operation of utility service serving the Building Areas;
- (e) The maintenance, repair and replacement of the existing Common Area improvements including parking lot lighting facilities, planting areas, traffic islands and sidewalks;
- (f) The erection and maintenance of sign pylons with appropriate underground electrical connections, provided no sign pylon shall be permitted on any part of the entire property without the prior written consent of SDC. Nothing herein shall be construed to require SDC to consent to any sign pylon, such consent being within the sole discretion of SDC.
- (g) The installation, maintenance and operation of a drive-up teller window adjoining Building Area 6 as shown on the attached Exhibit "B".

Other than those improvements hereinabove referred to, no buildings, fences, walls, barricades or obstructions shall be erected or maintained upon the Common Area other than such as may be temporarily necessary during construction activities.

The improvement or use of any portion of the Building Area for Common Area uses as herein defined shall not be construed as an inclusion thereof within the Common Area and such portion may at any time thereafter be improved with buildings as herein contemplated.

ARTICLE 4 - Common Area Operation and Maintenance.

- (a) SDC will operate and maintain or cause to be operated and maintained the Common Area, in good condition and repair with adequate lighting and shall maintain the surface areas thereof in a level and smooth condition, evenly covered with the type of surfacing material originally installed thereon. As a part of said operation, SDC shall obtain and maintain general public liability insurance insuring Bank and all persons

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who now or hereafter own or hold portions of the entire property or any leasehold estate or other interest therein as their respective interests may appear, provided that SDC is notified in writing of such interest, against claims for personal injury, death or property damage occurring in, upon or about the Common Area. Such insurance shall be written with a reputable insurance licensed to do business in the State of California. The limits of liability of all such insurance shall be \$300,000.00 for injury or death to any person, \$500,000.00 for injury or death to more than one person in one occurrence, and \$100,000.00 with respect to damage to property. Said operation and maintenance shall be on a non-profit basis, but shall include a ten (10%) percent management fee to compensate SDC for its accounting labor and services;

- (b) SDC agrees to expend only the monies reasonably necessary for such operation and maintenance in order to keep the Common Area in good repair and clean condition to the end that the expense in connection therewith will be kept at a minimum. SDC shall, from time to time, but not more often than once each calendar month, send to each and every owner of any portion of the Building Area a written statement of the total costs and expenses of said operation and maintenance for the preceding month or longer period; and within thirty (30) days after receipt thereof, each and every such owner shall pay to SDC its prorata share of said costs and expenses, said prorata share to be determined by the ratio that the Building Area located on each owner's parcel bears to the total Building Area of all buildings proposed to be constructed on the entire property as shown on the attached Exhibit A. If any amount so due is not paid within thirty (30) days, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at the

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rate of ten percent (10%) per annum until paid. Any and all delinquent amounts with said interest shall be a lien and charge upon the property of such defaulting owner within the entire property subject and junior, however, to the lien or charge of any First Mortgage or First Deed of Trust upon the same or any part thereof given or made prior to the date of such delinquency.

- (c) Notwithstanding any preceding provisions of this Article 4 which may be to the contrary, should the occupant of Building 3 as shown on the attached Exhibit A notify SDC that it desires to assume the duties, obligations, rights and remedies of SDC respecting said preceding provisions of this Article 4, said occupant shall have the right to do so, and provided further that at such time as SDC no longer owns any portion of the entire property all of the duties, obligations, rights, and remedies of SDC created by this Declaration of Restrictions and Grant of Easements shall automatically be assumed and vested in the then owner of Building 3.

ARTICLE 5 - Realty Taxes and Assessments. It is intended and agreed that all real estate taxes and assessments relating to any portion of the entire property or improvements thereon, or the ownership thereof, shall be paid prior to delinquency by the respective fee owners thereof.

ARTICLE 6 - Food Market Restriction. Without the prior written consent of the owner of Building 3, no part of the entire property, with the exception of Building 3, shall be used for a theater, bowling alley, drive-in restaurant, hof brau, beer bar, or business whose primary purpose is the sale of alcoholic beverages for on-premises consumption, or business for the sale of unprepared food for off-premises consumption, other than a candy store, liquor store, conventional restaurant, or delicatessen devoting not more than 900 square feet of floor area to the sale of food for off-premises consumption. This restriction shall not prohibit the operation of a "take-out" food operation or

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operations provided that not more than an aggregate of 6,000 square feet of building area, exclusive of Building 3, shall be devoted to such use, without the prior written consent of the owner of Building 3.

ARTICLE 7 - Bank Restriction. No part of the entire property, with the exception of Building 6, shall be used for the operation of a bank.

ARTICLE 8 - Other Restrictions. For a fifteen (15) year period following the date of this Declaration no part of Building 6 shall be used for a liquor store, drug store, beauty shop, barber shop, coin operated laundry, cleaner, restaurant, take-out food business, dentist's office, insurance office, yardage store, stationery store, florist, jeweler, auto accessory store, hardware store, and hobby shop. Provided however if at any time following two (2) years from the date of this Agreement for a continuous period of three (3) months any of said businesses are not conducted upon the balance of the entire property, then the restriction against the operation of such business is thereupon terminated. If at the expiration of said fifteen (15) year period any of the foregoing businesses are then operating in the other building areas, the restriction against the operation of a similar business shall continue until the operation of such business has ceased for a three (3) month period on the other building areas.

ARTICLE 9 - Miscellaneous Provisions.

- (a) Each and all of the foregoing covenants, conditions and restrictions shall apply to and bind each of the owners of any and all portions of the entire property and each and all of their respective heirs, successors, assigns, grantees, mortgagees, tenants, and subtenants; and the same and each of them are hereby imposed pursuant to a general plan for the improvement and use of the entire property and are designated for the mutual benefit of said owners, tenants and occupants of any and all portions thereof; and the same shall obligate, inure to, and pass with each and every portion thereof.
- (b) Breach of any of the covenants or restrictions contained in this Declaration shall not defeat nor render invalid the lien of any mortgage or deed of trust

BK D4526PG 648

made in good faith and for value as to the entire property or any part thereof; but all of the foregoing provisions, restrictions, and covenants shall be binding and effective against any owner of any of said entire property, or any part thereof, whose title hereto is acquired by foreclosure, trustee's sale, or otherwise.

- (c) The covenants, conditions, and restrictions herein contained shall continue until terminated or amended by the agreement of the then owners of ninety-seven percent (97%) of the entire property together with the agreement of the beneficiary of any deed of trust encumbering ten percent (10%) or more of the Building Area as shown on Exhibit A. Said amendment or termination agreement shall be executed by each of the necessary parties and recorded in the office of the Los Angeles County Recorder.
- (d) Invalidation of any one of the covenants, conditions, restrictions, or other provisions herein contained by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, and the same shall remain in full force and effect.
- (e) In the event of condemnation by any duly constituted authority for a public or quasi-public use of all or any part of the entire property, that portion of the award attributable to the value of any land within the Common Area so taken shall be payable only to the owner in fee thereof and no claim thereon shall be made by other owners of any other portion of the entire property; provided, however, all other owners of the entire property may file collateral claims with the condemning authority over and above the value of the land of the area so taken; provided, further, however, that the owner of the fee of each portion of the Common Area so condemned shall promptly repair and restore the remaining portion of the Common Area so owned by such owner as near as practicable to the condition of same immediately prior to such condemnation and without contribution from any other owners.

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(f) In the event that suit is brought for the enforcement of this Declaration or as the result of any alleged breach thereof, the successful party or parties to such suit shall be entitled to be paid reasonable attorney's fees by the losing party or parties, and any judgment or decree rendered shall include an award thereof.

(g) Fee title to any portion of the property subject to this Declaration of Restrictions and Grant of Easements shall not be conveyed unless the grantee expressly assumes the performance of all of the obligations herein contained relating to the property so conveyed.

IN WITNESS WHEREOF this Declaration of Restrictions and Grant of Easements has been executed on the date first above written.

FIRST WESTERN BANK AND TRUST COMPANY

By *[Signature]*

TO HAVE
(Continued)

STATE OF CALIFORNIA }
COUNTY OF Orange } SS.

BK D4526 PG 650

On October 13, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared Stewart Bowie

known to me to be the _____ President, and Arn K. Youngman

known to me to be _____ Secretary of the corporation that executed the within Instrument.

known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

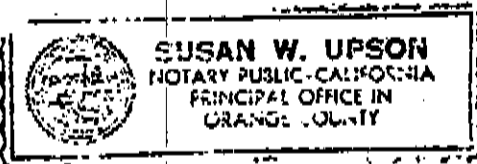
WITNESS my hand and official seal.

Signature *[Signature]*

Susan W. Upson
Name (Typed or Printed)

(Continued)

(This area for official notarial seal)



STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On October 14, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN C. IRWIN

known to me to be the _____ Vice President, and DEAN W. HARRISON

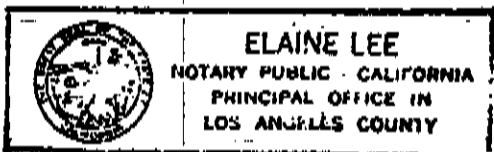
known to me to be _____ Secretary of the corporation that executed the within Instrument.

known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *[Signature]*

ELAINE LEE



My Commission Expires November 1, 1969

Name (Typed or Printed)

1754

BK D4896PG253

Recording Requested and
When Recorded Mail to:
SDC Inc.
P.O. Box 1880
Newport Beach, Calif. 92660

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
15 Min. Past 10 AM NOV 28 1970
RAY E. LEE, Registrar-Recorder
SUPPLEMENT

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SUPPLEMENT made November 6, 1970, to DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS dated October 13, 1969.

WITNESSETH:

WHEREAS, the herein above referred to DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS was recorded October 15, 1969 as Document No. 2800,
Book D4526, Pages 642 - 651, Official Records of Los Angeles County, California,
and

WHEREAS, the Exhibit A referred to as a part of said Declaration was
omitted, and

WHEREAS, the parties hereto being all of the parties required to supplement
said Declaration hereby desire to supplement said Declaration by incorporating the
omitted Exhibit A.

NOW, THEREFORE, said Declaration is supplemented by adding thereto as
Exhibit A the Exhibit A attached hereto.

IN WITNESS WHEREOF this Supplement has been executed on the date first
above written.

FIRST WESTERN BANK AND TRUST COMPANY

By [Signature] BOB M. JONES
Assistant Vice President

By [Signature]
ALPHA BETA ACME MARKETS, INC.

By [Signature] Dennis S. Conrell
Vice President

By [Signature] LYLE V. SOVO
Vice President and Secretary

By [Signature]

By [Signature]

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BK D4896PG 254

RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

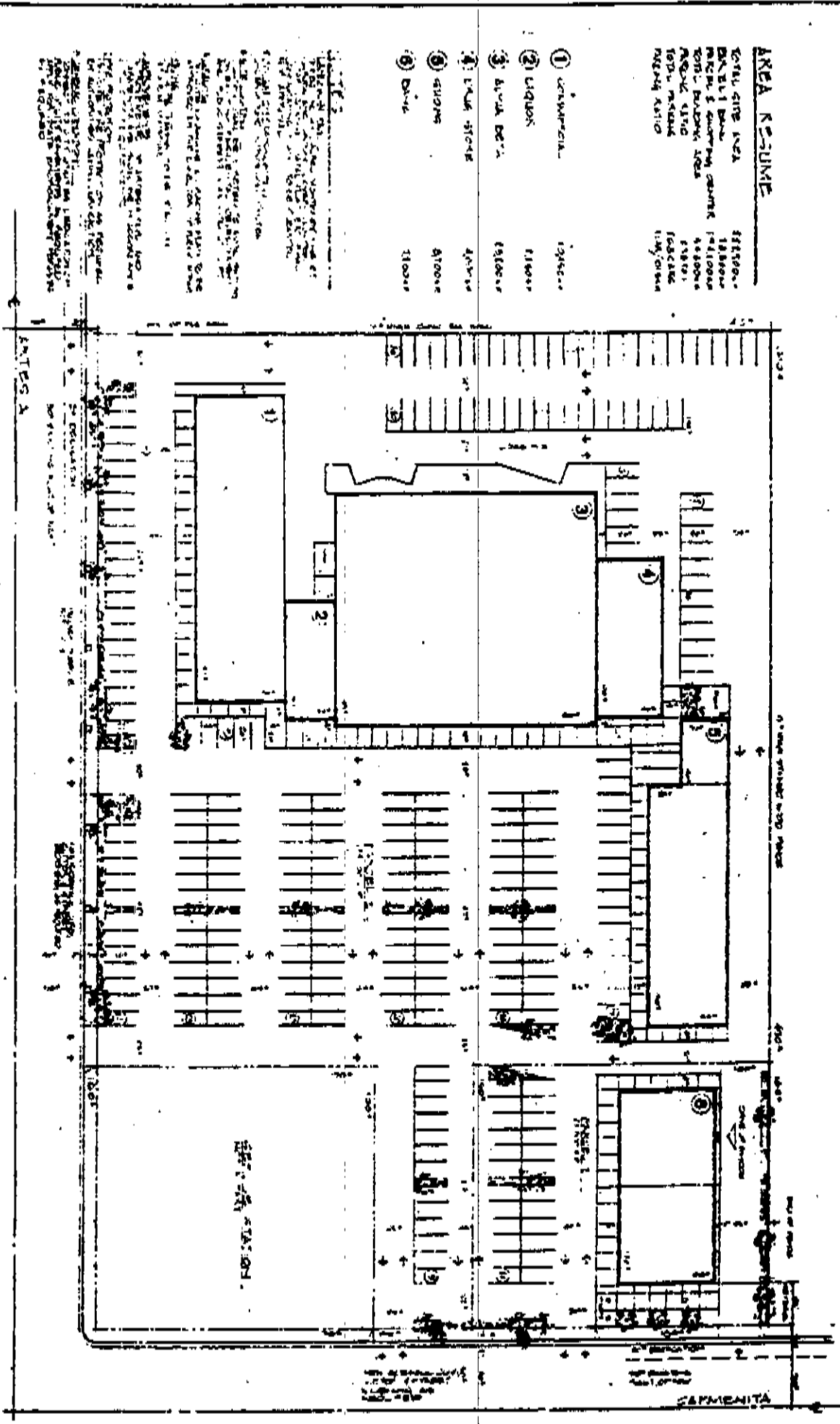


EXHIBIT A



Alpha Beta Center Alpha Beta Market No. 183 Alpha Blvd & Cymrua Ave, Corvallis, OR ALPHA BETA ACME & S.D.C. INC. 4400 BERRY CRAFT, HENRY CORVALLIS, OR 97331	NO. _____ DATE _____	CONDITIONS _____ _____	APPROVED _____ _____	Schoell & Gertz Planning & Architecture Member of the American Institute of Architects 401 7th Street, San Diego, California 92101 Telephone 619 591-2222
	_____ _____	_____ _____	_____ _____	_____ _____

TO 449 C
(Corporation)



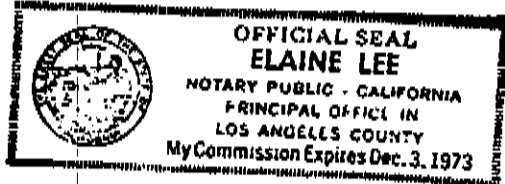
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.

On November 17, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Bob M. Jones known to me to be the Assistant Vice President, and Dean W. Harrison known to me to be the _____ Secretary of the corporation that executed the within Instrument.

known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Elaine Lee



Name (Typed or Printed)

(This area for official notarial seal)

TO 449 C
(Corporation)



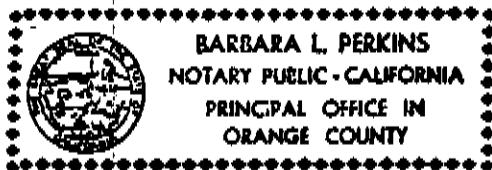
STATE OF CALIFORNIA
COUNTY OF Orange } SS.

On November 13, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Frederic S. Cantrell known to me to be the Vice President, and Lyle V. Boyd known to me to be the _____ Secretary of the corporation that executed the within Instrument.

known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Barbara L. Perkins



BARBARA L PERKINS

My Commission Expires August 29, 1971

Name (Typed or Printed)

(This area for official notarial seal)

STATE OF CALIFORNIA
COUNTY OF Orange } SS.

On November 6, 1970 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ain K. Youngman known to me to be the Vice President, and Dennis M. Berryman known to me to be the _____ Secretary of the corporation that executed the within Instrument.

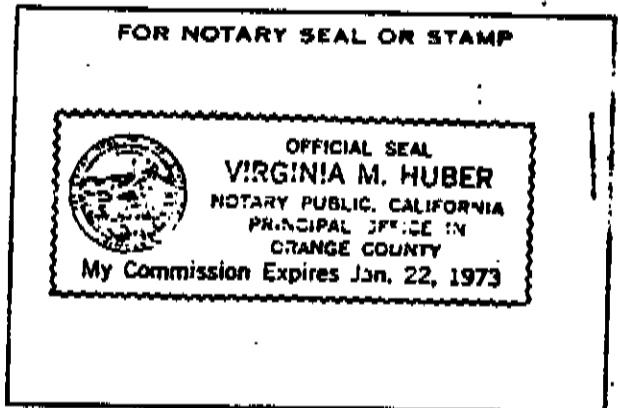
known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature Virginia M. Huber

Virginia M. Huber

Name (Typed or Printed)

Notary Public in and for said County and State



Misc-163 (GS) Act
Staple

BK D4526 PG 651

The land referred to herein is situated in the State of California, County of Los Angeles, and is described as follows:

The South 654.52 feet, measured along the center line of Carmenita Avenue of the East 666.88 feet, measured along the center line of Artesia Avenue, of the Southeast quarter of the Southeast quarter of Section 29, Township 3 South, Range 11 West, in the Rancho Los Coyotes, in the City of Dairy Valley, as shown on map recorded in book 41819, page 141, et seq., Official Records, in the office of the County Recorder of said County.

EXCEPT the East 30.00 feet and the South 30.00 feet thereof.

ALSO EXCEPT therefrom the Westerly 6 feet thereof.

ALSO EXCEPT the South 208.71 feet measured along the center line of Carmenita Avenue of the East 208.71 feet, measured along the center line of Artesia Avenue.

ALSO EXCEPT therefrom that portion lying Northerly of the Easterly prolongation of the Northerly line of Aclare Street (60 feet wide) as shown on the map of Tract No. 26049, recorded in book 759, pages 34 and 35 of Maps, in the Office of the said County Recorder.

EXCEPTING an one-half of all oil, gas, gasoline, petroleum, and other hydrocarbon substances lying below a depth of 500 feet below the surface of said land, but without the right of entry to the surface of said land, as reserved in deed recorded November 19, 1957 as Instrument No. 98.

The above described parcel of land is shown as a portion of Parcel C on Record of Survey filed in book 55, page 9 Record of Surveys, in the office of the County Recorder of said County.

EXHIBIT B