PLANNING COMMISSION AGENDA

Tuesday, March 28, 2023

Planning Commission Hearings 6:00 p.m.

Bill Madden, *Chair* ***Joseph Covey*** *Vice Chair*
Tom Donini, *Commissioner* ***Blake Perez,*** *Commissioner* ***Melanie Schlotterbeck*** *Commissioner*

This agenda contains a brief general description of each item the Commission will consider. The Planning Division has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the Planning Division at (714) 990-7674 or view the Agenda and related materials on the City's website at www.cityofbrea.net Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public inspection in the Planning Division at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

Procedures for Addressing the Commission
The Commission encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Chair calls the item or address other items under Matters from the Audience. State Law prohibits the Commission from responding to or acting upon matters not listed on this agenda.

The Commission encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks to 3 minutes. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Commission rules prohibit clapping, booing, or shouts of approval or disagreement from the audience. Please silence all cell phones and other electronic equipment while the Commission is in session. Thank you.

Written comments may be submitted in advance of the meeting by emailing planner@cityofbrea.net. Written comments received by **3:00 p.m.** on the day of the meeting will be provided to the Commission, will be made available to the public at the meeting, and will be included in the official record of the meeting.

Special Accommodations
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Planning at (714) 990-7674. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

Important Notice
Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

ALL PLANNING COMMISSION DECISIONS MAY BE APPEALED TO THE CITY COUNCIL WITHIN TEN (10) CALENDAR DAYS OF THE MEETING. PLEASE CONTACT THE CITY CLERK AT (714) 990-7756 FOR FURTHER INFORMATION ABOUT FILING AN APPEAL OR OBTAINING AN APPEAL APPLICATION.

PLANNING COMMISSION
PUBLIC HEARINGS

6:00 p.m. - Council Chambers, Plaza Level
and
Via Teleconference - 350 W Central Ave. #455
Brea, CA 92821

1. CALL TO ORDER / ROLL CALL - COMMISSION

2. INVOCATION - Pastor Dan Crane from Formation Church

3. PLEDGE OF ALLEGIANCE

4. MATTERS FROM THE AUDIENCE
Written comments may be sent to the Planning Division at planner@cityofbrea.net no later than ***3:00 p.m. on Tuesday, March 28, 2023.*** *Any comments received via email will be summarized aloud into the record at the meeting.*

CONSENT CALENDAR *The Planning Commission approves all Consent Calendar matters with one motion unless Commission or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."*

5. Approval of Planning Commission Meeting Minutes of January 24, 2023.

PUBLIC HEARINGS *This portion of the meeting is for matters that legally require an opportunity for public input. Audience participation is encouraged and is limited to 3 minutes per speaker.*

6. Tentative Parcel Map No. 2021-198: a request to allow an office condominium subdivision of an existing office building at 330 East Lambert Road

ADMINISTRATIVE ITEMS - *This agenda category is for Commission consideration of a wide variety of topics. Public comments regarding items in this section should be presented during "Matters from the Audience."*

7. ART IN PUBLIC PLACES APPOINTMENT

8. PLANNING DIVISION UPDATES

9. COMMITTEE REPORTS

10. INFORMATIONAL / PROJECT UPDATES

11. ADJOURNMENT

Agenda Item 5.

City of Brea

PLANNING COMMISSION COMMUNICATION

TO: Honorable Chair and Planning Commission

DATE: 03/28/2023

SUBJECT: Approval of Planning Commission Meeting Minutes of January 24, 2023.

RESPECTFULLY SUBMITTED

Joanne Hwang, AICP, City Planner

Attachments

A. Draft Minutes - January 24, 2023

D R A F T

PLANNING COMMISSION MEETING MINUTES
JANUARY 24, 2023

PLANNING COMMISSION
PUBLIC HEARINGS

6:00 p.m. - Council Chambers, Plaza Level

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1. CALL TO ORDER / ROLL CALL - COMMISSION

Meeting called to order at 6:01 pm by City Planner Hwang.

Present: Chair Madden; Vice Chair Covey; Commissioner Donini; Commissioner Perez; Commissioner Schlotterbeck

2. INVOCATION

Pastor Torrian Scott from Harvest International Church provided the invocation.

3. PLEDGE OF ALLEGIANCE

Commissioner Covey led the Pledge of Allegiance.

4. REORGANIZATION OF PLANNING COMMISSION

City Planner Hwang introduced the annual reorganization of the Planning Commission and described the roles and responsibilities of the Chair and Vice-Chair positions.

Commissioner Schlotterbeck made a motion and seconded by Commissioner Covey to nominate Vice-Chair Madden to Chair.

AYES: Commissioner Madden, Commissioner Covey, Commissioner Donini, Commissioner Perez, Commissioner Schlotterbeck

Passed

Commissioner Donini made a motion and seconded by Commissioner Perez to nominate Commissioner Covey as Vice Chair.

AYES: Commissioner Madden, Commissioner Covey, Commissioner Donini,

Commissioner Perez, Commissioner Schlotterbeck

Passed

Chair Madden reordered the agenda to hear item 9 as the last item of the evening.

5. MATTERS FROM THE AUDIENCE

CONSENT CALENDAR

6. Approval of Planning Commission Meeting Minutes of December 13, 2022.

7. Receive and File the Quarterly Traffic Monitoring Report for Tentative Parcel Map No. 2016-178 located at the Northwest Corner of Birch Street and State College Boulevard.

8. Administrative Remedies 2022

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Donini to approve consent calendar items 6 - 8 with Chair Madden abstaining from Item 7.

AYES: Chair Madden, Vice Chair Covey, Commissioner Donini, Commissioner Perez, Commissioner Schlotterbeck

Passed

ADMINISTRATIVE ITEMS

9. PLANNING DIVISION UPDATES

None.

10. COMMITTEE REPORTS

The Commission discussed assigning an *Art in Public Places* representative and decided to agendize the discussion for the next meeting.

11. INFORMATIONAL / PROJECT UPDATES

None.

12. ADJOURNMENT

Chair Madden adjourned the meeting at 7:44 pm.

PUBLIC HEARINGS

13. Gaslight Square Redevelopment Project – Introduction. Environmental Impact Report No. 2022-02, General Plan Amendment No. 2022-02, Zone Change No. 2022-02, Plan Review No. 2022-02, and Conditional Use Permit No. 2022-03.

Vice Chair Covey and Commissioner Donini recused from the item due to the potential conflict of interest. In doing so, Commissioner Donini asked a few clarifying questions and stated that he would investigate further.

Associate Planner, Cecilia Madrigal-Gonzalez, provided an overview and presentation of the project.

The Commission asked questions related to:

- Driveway upgrades
- Stacking lanes
- Title 24 / Solar requirements
- Environmental Impact Report Process

Chair Madden opened the Public Hearing and the following people spoke in opposition to the project, generally based on concerns related to traffic, potential impacts to pedestrians, and incompatibility with the surrounding area.

- Mary Martinez
- Max Stites
- Dine Stites
- Jimini Ohler
- Kari Windes
- Margie McMillan

The following person spoke in support of the project:

- Dwight Manley (Brea resident & Project Applicant)

Hearing no further testimony, Chair Madden closed the Public Hearing.

The Applicant's representative, John Pollack, and the Applicant, Dwight Manley provided a rebuttal.

The Commission discussed drive-thru hours, the EIR review process, the public comment review period, conditions of approval, outreach to the Laurel elementary parent and closing Flower Street.

Commissioner Schlotterbeck suggested the meeting be continued to April 11, 2023 to allow for the Commission to review all the responses to comments once the review period of the DEIR concludes on March 13, 2023.

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Perez to continue the meeting to April 11, 2023.

AYES: Chair Madden, Commissioner Perez, Commissioner Schlotterbeck
Other: Vice Chair Covey (RECUSE), Commissioner Donini (RECUSE)
Passed

Respectfully submitted,

_____
Joanne Hwang, AICP
City Planner

The foregoing minutes are hereby approved this 28th day of February 2023.

_____
Bill Madden, Chair

Agenda Item 6.

City of Brea

PLANNING COMMISSION COMMUNICATION

TO: Honorable Chair and Planning Commission

DATE: 03/28/2023

SUBJECT: Tentative Parcel Map No. 2021-198: a request to allow an office condominium subdivision of an existing office building at 330 East Lambert Road

RESPECTFULLY SUBMITTED

Joanne Hwang, AICP, City Planner
Prepared by: Kathy Kuo, Planning Technician

Attachments

Staff Report
A. Draft Resolution
B. Draft Conditions of Approval
C. Technical Background
D. Vicinity Map
E. Existing Tenants List
F. Planning Commission Resolution No. 90-3
G. Planning Commission Resolution No. 90-66
H. Planning Commission Resolution No. 8 -25
I. Project Plans
J. Project Application
K. Draft CC & R's
L. CEQA Notice of Exemption
M. Public Hearing Notice

City of Brea
Planning Commission

Staff Report **Meeting Date: 03.28.2023**

TO: Honorable Chair and Planning Commission

FROM: Joanne Hwang, AICP, City Planner

SUBJECT: TENTATIVE PARCEL MAP NO. 2021-198: A REQUEST TO ALLOW AN OFFICE CONDOMINIUM SUBDIVISION OF AN EXISTING OFFICE BUILDING AT 330 EAST LAMBERT ROAD

EXECUTIVE SUMMARY

The Applicant, CGM Development, LLC, requests approval of a Tentative Parcel Map (TPM) to permit a condominium subdivision of the existing eight-unit office building into a 32 unit building for a condominium purposes, located at 330 East Lambert Road, in the M-1 (Light Industrial) zone. The subdivision map would allow for the sale of individual units within the existing 42,707 square foot office building. The building footprint would remain the same and no change of use would occur.

The above-mentioned entitlement herein is referred to as the "Project."

RECOMMENDATION

Staff recommends that the Planning Commission take the following actions:

1. Find the Project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1, Existing Facilities); and

2. Adopt the attached Resolution (Attachment A), approving Tentative Parcel Map No. 2021-198 to allow an office condominium subdivision of the existing office building, based on the findings and conclusions in the Resolution, and subject to the recommended Conditions of Approval (Attachment B).

BACKGROUND

The Project site, located at 330 East Lambert Road, is a 2.38-acre property that is currently developed with a three-story, 42,707 square-foot office building and associated surface parking areas and landscaping. There is a total of four tenants that currently occupy the existing eight units within the existing building. The Project site is located on the south side of Lambert Road, between Brea Boulevard and Cliffwood Park Street. The Project site has a General Plan Land Use designation of Light Industrial and a zoning designation of Light Industrial (M-1). The surrounding land uses and zoning designation are shown in Table 1 and 2 below.

TABLE 1 – SURROUNDING LAND USES

North	Single-family and multi-family residences; Brea Junior High Park and Brea Junior High School *(across Lambert Road)*
East	Public storage facility
South	Industrial uses
West	Industrial uses

TABLE 2 – SURROUNDING ZONING DESIGNATIONS

North	P/R/OS-PR (Parks / Recreation / Open Space-Parks & Recreation), PF (Public Facilities), R-3 (Multiple-Family Residential), R-1 (Single-Family Residential) *(across Lambert Road)*
East	M-1 (Light Manufacturing)
South	M-1 (Light Manufacturing)
West	M-2 (General Industrial)

The primary ingress and egress to the site is provided by two driveway approaches on Lambert Road. The site also has reciprocal access with the adjacent property to the east of the Project site. The aerial view of the Project site is Figure 1 below. The Technical Background Summary, Vicinity map, and the existing tenant list are provided as Attachment C, D, and E respectively.

FIGURE 1 – AERIAL VIEW OF THE PROJECT SITE

Entitlement History

- On January 9, 1990, the Planning Commission approved CUP No. 89-40 and adopted Negative Declaration No. 89-25 to allow construction of a three-story office building at the Project site per Resolution No. P.C. 90-3 (Attachment F).
- On November 13, 1990, the Planning Commission approved Tentative Parcel Map No. TPM 90-297 to a subdivision of an existing parcel into two parcels per Resolution No. P.C. 90-66 (Attachment G). This subdivision resulted in the current layout of the Project site, which is one of the two parcels on Final Parcel Map No. 90-297.
- On November 25, 2008, the Planning Commission approved Conditional Use Permit No. 08-10 to allow a medical office use in the M-1 zone per Resolution No. P.C. 08-28 (Attachment H).

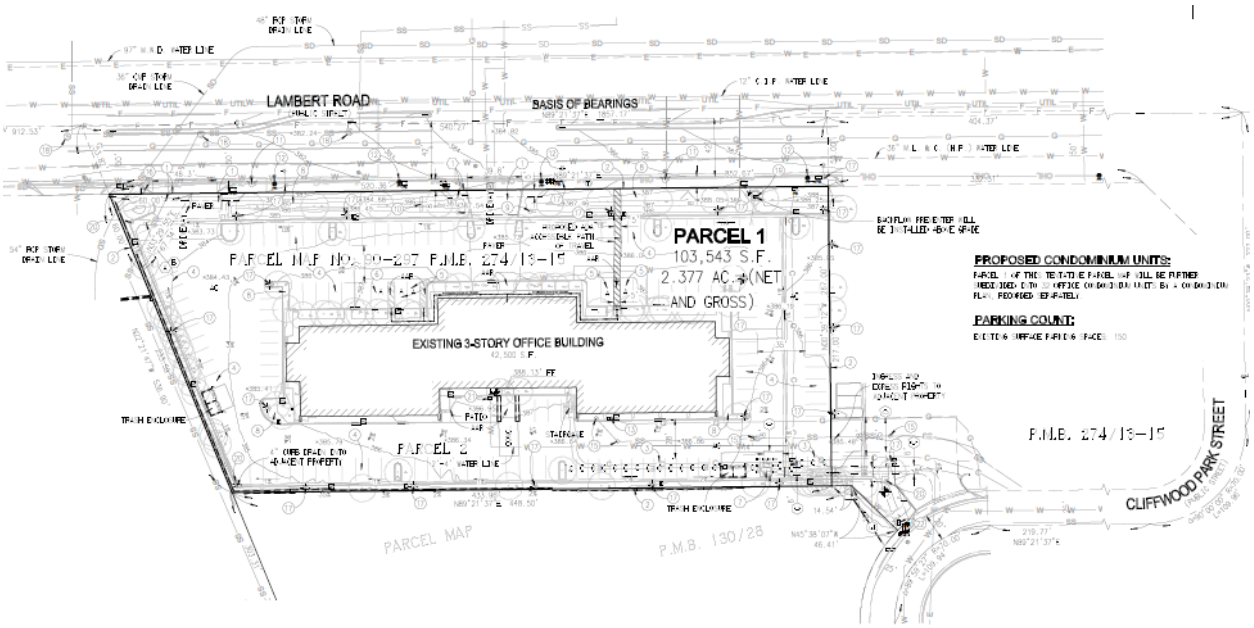
PROJECT DESCRIPTION

The Project proposes an office condominium subdivision of the existing three-story 42,707 square foot office building. The existing eight-unit building would be subdivided as a 32-unit building, and the subdivision would allow the units to be sold individually. There will be 15 units on the first floor, 15 units on the second floor, and 2 units on the basement level. No change to the building area or use would occur, and the existing 150 on-site parking spaces will be maintained. Minor on-site improvements include updating ADA parking spaces and path of travel, along with installing new

above-grade backflow preventer. The existing front elevation of the building and the excerpt from the proposed tentative parcel map are shown in Figures 2 and 3 below, respectively. Per the proposed office condominium subdivision, the common areas within the existing building will be managed by an association (Brea Metro Office Association). The Project Plans and Project Application are provided as Attachment I and J respectively.

FIGURE 2 – EXISTING BUIDING FRONT ELEVATION

FIGURE 3 – PROPOSED MAP



DISCUSSION

Tentative Parcel Map No. 2021-198: A request to allow an office condominium subdivision

The Tentative Parcel Map would create a one-lot condominium subdivision to allow 32 individual office units. The Tentative Parcel Map is for subdivision purposes only and no new construction or additions to the building are proposed with this request. The Project would not affect any previous approvals and all conditions of approvals from those entitlements remain unaltered.

The Project has been reviewed and analyzed and has been found to meet all required findings of Subdivision Ordinance within Title 18 of the Brea City Code and the California Subdivision Map Act. Additionally, the proposed Tentative Parcel Map complies with Brea's General Plan and Zoning requirements for parcels in the M-1 zone because the Project would continue the existing office use, previously approved through Conditional Use Permit No. 89-40.

In order to ensure proper maintenance of landscaping, utilities, drainage, common areas and reciprocal access and parking on the site, a condition of approval (Attachment B) has been included, which requires the Applicant to prepare and record a Declaration of Covenants, Conditions, and Restrictions (CC&R's) to address such issues. Attachment K is the draft CC&Rs prepared by the Applicant. In addition, given the existing non-conforming parking condition of the site, any future use is required to conform with the BCC off-street parking requirements per the recommended Conditions of Approval. As such, the Project as proposed, with implementation of the recommended Conditions of Approval, is not anticipated to have any impacts on the community, or the surrounding uses.

PUBLIC NOTICE AND COMMENTS

This Project was noticed in accordance with the City's public noticing requirements, which involved mailed notices sent to property owners within 500-feet of the Project site, and publication in the local paper. The public hearing notice for this Project is provided as Attachment L. As of the writing of this report, staff has not received public comments.

ENVIRONMENTAL ASSESSMENT

The Project has been assessed in accordance with the CEQA guidelines, and the environmental regulations of the City. The Project qualifies for a Class 1 Categorical Exemption (Existing Facilities), which applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or

topographical features, involving negligible or no expansion of use. Specifically, Section 15301 (k) of the State CEQA guidelines applies to the Project as it is a subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt. The draft Notice of Exemption is Attachment M.

CONCLUSION

For the reasons discussed above and the information attached to this report, the Project would conform with all the requirements of the General Plan and the provisions of the BCC. The proposed recommendation would not have an adverse effect on the public, health, safety, or general welfare. Therefore, staff recommends approval of the Project.

RESPECTFULLY SUBMITTED

Submitted by: Joanne Hwang, AICP, City Planner

Prepared by:

Kathrine Kuo
Planning Technician

ATTACHMENTS

A. Draft PC Resolution No. 2022-XX
B. Draft Conditions of Approval
C. Technical Background
D. Vicinity Map
E. Existing Tenants List
F. Resolution No. P.C. 90-3
G. Resolution No. P.C. 90-66
H. Resolution No. P.C. 08-25
I. Project Plans
J. Project Application
K. Draft CC&R
L. Public Hearing Notice
M. Draft Notice of Exemption

ATTACHMENT A

RESOLUTION NO. PC 2023-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BREA APPROVING A TENTATIVE PARCEL MAP NO. 2021-198 FOR AN OFFICE CONDOMINIUM SUBDIVISION OF AN EXISTING OFFICE BUILDING LOCATED AT 330 EAST LAMBERT ROAD.

A. RECITALS:

(i) The Planning Commission of the City of Brea City of Brea (the "Planning Commission") did receive a verified petition for the approval of Tentative Parcel Map No. 2021-198 (referred to herein as the "Project") for the certain real property located at 330 East Lambert Road, in the City of Brea, and further legally described as Assessor Parcel Number 319-192-15, as shown in the latest records of the County of Orange Assessor's Office. This resolution is to allow a one-lot subdivision for condominium purposes for an existing three story 42,707 square foot 32-unit office building (Project).

(ii) The Project application is CGM Development, LLC, 17877 Von Karman Ave #388, Irvine CA 92614.

(iii) The Project site is zoned M-1 (Light Industrial) and designated as Light Industrial by the General Plan.

(iv) On March 28, 2023, the Planning Commission held a duly noticed public hearing on the Project, during which it received and considered all evidence and testimony presented prior to adoption of this resolution.

(v) The property is zoned M-1 (Light Industrial) and designated as Light Industrial in the General Plan Land Use element.

(vi) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION:

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the Planning Commission of the City of Brea, as follows:

1. In all respects as set forth in Recitals, Part A, of this Resolution.

2. The Project identified above in this Resolution has been assessed in accordance with the California Environmental Quality Act (CEQA) Guidelines, and the environmental regulations of the City. The Planning Commission hereby finds and determines the project identified above in this Resolution is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) of 1970, as amended, and the Guidelines promulgated thereunder, pursuant to Section 15301(k), Class 1 "Existing Facilities" classification, and exempt from further environmental review.

3. The Commission further finds in consideration of TPM 2021-198 as follows:

a. Finding: That the proposed map is consistent with the applicable General Plan and Specific Plans.

Fact: The subject property has a General Plan land use designation of Light Industrial, which allows for light manufacturing, warehousing and storage uses. The subject property existing office building was approved under Conditional Use Permit No. 08-10. The proposed condominium subdivision is consistent with General Plan Goal CD-24 to maintain and expand the city's diverse employment base, including office, retail, manufacturing, and industrial businesses. Retaining and expanding business opportunities through condominium ownership will provide new options and retain businesses. The proposed subdivision will maintain the existing General Plan land use designation on the property, allowing existing uses to continue while offering

ownership opportunities of office units. The proposed subdivision creates 32 new condominium units for future owners and businesses in the City.

b. Finding: The site is physically suitable for the type of development.

Fact: The subject property is 2.38 acres in size and occupied by one three-story, existing office building. The map would subdivide the existing building into 32 individual units without any new construction with the exception of required accessibility (ADA) improvements. The subject property has a zoning designation of M-1 (Light Industrial) that will allow for the continued operation of existing businesses at the project site. In addition, the site has and will maintain proper infrastructure and related city services in place to support the allowed use, including the existing on-site parking. Despite the existing nonconforming parking condition, it is unlikely that the proposed subdivision will result in adverse parking impacts, as there will be no change in the building use or size.

c. Finding: The site is physically suitable for the proposed density of development.

Fact: The proposed density of the office building will comply with the development standards of the BCC, as no new construction or improvements with the exception of those required by the conditions of approval is proposed with this application and as such, the density of the existing office building would remain as is.

d. Finding: The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially unavoidably injure fish or wildlife, or their habitat.

Fact: The design of the Project and the proposed improvements will not cause substantial environmental damage or damage to fish, wildlife, or their habitat in that the subject property is not located on or adjacent to wildlife habitat or protected environmental areas. This Project site and surrounding area have been previously disturbed with existing development and improvements related to the development of subject parcel. This office condominium subdivision will not result in any new development and no adverse impacts to the environment is expected.

e. Finding: The design of the subdivision or type of improvements is not likely to cause serious public health problems.

Fact: The design of the office condominium subdivision and the improvements associated with this project are not likely to cause serious public health problems in that the new subdivision and improvements will be required to comply with the approved plans and development standards as required by the City of Brea. In addition to these development standards, any development will be required to comply with the California Building Code. With implementation of the Conditions of Approval included as part of Tentative Parcel map No. 2021-198, the subdivision will not cause and change or impact to public health.

f. Finding: The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

Fact: The Project will continue to be provided with access from Lambert Road. There is no development proposed with this subdivision and all existing

easements will remain. There will be no changes to the design, layout or function of the development that has existed at this location prior to this subdivision request.

4. The Planning Commission hereby approves Tentative Parcel Map No. 2021-198, subject to the conditions found in Attachment A of this resolution.

5. The Secretary of this Commission shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this 28nd day of March 2023.

_____
Chairman, Planning Commission

I, Joanne Hwang, Secretary to the Planning Commission of the City of Brea, do hereby certify that the foregoing Resolution was approved at a regular meeting of the Planning Commission of the City of Brea held on the 28th day of March 2023, by the following votes:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

ATTEST: _____
Secretary, Planning Commission

ATTACHMENT B OF RESOLUTION NO. 2023-XX
TENTATIVE PARCEL MAP (TPM) NO. 2021-198

CONDITIONS OF APPROVAL

Tentative Parcel Map No. 2021-198 is hereby approved, subject to the conditions as set forth herein:

Planning Division – Community Development Department

1. Development shall occur in substantial conformance with the tentative parcel map, floor plan, site plan and project description submitted and approved by the Planning Commission on March 28, 2023, on-file with the Planning Division, the conditions contained herein, and all applicable local, State and Federal regulations. The City Planner may approve any minor changes to the approved plans.

2. Any future tenant improvement and/or construction plans for an intensification of land use shall demonstrate compliance with minimum parking requirements, pursuant to Brea City Code Section 20.08.040 (Off-Street Parking and Loading), to the satisfaction of the City Planner.

3. The applicant is responsible for paying all charges related to the processing of this discretionary case application within 30 days of the issuance of the final invoice or prior to the issuance of building permits for this project, whichever occurs first. Failure to pay all charges shall result in delays in the issuance of required permits or may result in the revocation of the approval of this application.

4. To the fullest extent permitted by law, the applicant shall indemnify, defend and hold the City, its elected officials, officers, contractors serving as City officers, agents, and employees ("Indemnitees") free and harmless from: (i) any and all claims, liabilities and losses whatsoever occurring or resulting to any and all persons, firms, entities, or corporations furnishing or supplying work, services, materials, or supplies in connection with, or related to, the performance of work or the exercise of rights authorized by approval of TPM No. 2021-198 and (ii) any and all claims, lawsuits, liabilities, and/or the granting or exercise of the rights authorized by said approval; and (iii) from any and all claims, liabilities and losses occurring or resulting to any person, firm, entity, corporation for property damage, personal injury, or death, arising out of or related to the approval of, or exercise of rights granted by, this permit. Applicant's obligation to indemnify, defend and hold the Indemnitees free and harmless as required hereinabove shall include, but is not limited to, paying all fees and costs incurred by legal counsel of the Indemnitee's choice in representing the Indemnitees in connection with any such claims, losses, lawsuits, or actions, and any award of damages, judgments, verdicts, court costs or attorney's fees in any such lawsuit or action.

Building & Safety Division – Community Development Department

5. All designs shall comply with the Codes adopted at the time of permit submittal. Currently the 2022 CA Building, Mechanical, Electrical, Plumbing, Cal Green, Energy, Fire Codes & City of Brea Municipal Code are in effect.

6. The Applicant shall prepare a declaration of Covenants, Conditions, and Restrictions (CC&R's) which shall be recorded and apply to each owner of the commercial condominium unit within the Project. The CC&Rs shall be subject to the approval of the Community Development Director or their designee and the City Attorney and shall be recorded at, or prior to, the time of Final Map approval, and shall include all applicable conditions of approval and requirements of the City. The CC&Rs shall, at a minimum, provide:

    a. That any amendment to the CC&Rs related to the conditions of approval or other requirements of this chapter may not be approved without prior consent of the City;

    b. That there shall be an entity created (e.g. a property or business association) which shall be financially responsible for and shall provide for the effective establishment, operation, management, use, repair and maintenance of all common areas and facilities;

    c. A provision containing pertinent information regarding the conveyance of units and the assignment of parking, an estimate of any initial assessment fees anticipated for maintenance of common areas and facilities, and an indication of appropriate responsibilities for maintenance of all utility lines and services for each unit;

    d. A provision that prohibits changes to the fire apparatus access without Brea Fire Department review and approval.

    e. A provision addressing the payment of water, utilities, gas and electricity by the business or through association;

    f. A provision requiring that any owner who buys rents his or her condominium unit shall utilize a professional property management company to manage the rental unit or that there exists a property owners' association which is responsible for management of the common areas and enforcement of the CC&Rs.

7. All structures within the project shall conform to the current provisions of Title 24 of the California Code of Regulations, as adopted and/or amended by the city of Brea, and other applicable city building, zoning and municipal codes and ordinances, except as provided herein. The provisions of the State Historic Building Code (California Administrative Code, Title 24, Part 8) shall be applicable in permitting repairs, alterations, and additions necessary for the preservation, restoration and continued use of a historical building or structure.

8. Prior to the issuance of building permits, all common walls of units shall be constructed and maintained in accordance with current building codes. The number and locations of fire extinguishers and hydrants shall be in accordance with current fire codes. Existing fire sprinkler systems shall be verified to be in good working order and meet standards for the system installed.

9. All permanent mechanical equipment (such as motors, compressors, pumps and compactors) which are determined by the Building Official to be a source of structural vibration or structural-borne noise shall be vibration-isolated with inertia blocks or bases or vibration isolator springs in accordance with the standards in effect at the time the last building was constructed on the site.

10. The structures shall conform to all interior and exterior sound transmission standards of the California Code of Regulations and applicable sections of the California Building Code. Where these standards cannot be feasibly met, in the discretion of the building official, reduced requirements may be allowed by the Building Official and the subdivider shall include notice of the deficiency in the final physical needs report.

11. Each unit shall be individually metered for gas and electricity. If this requirement cannot be feasibly met, in the discretion of the Building Official, this requirement may be waived in the conditions of approval and a property owners' association, or similar entity, shall be formed for the payment and billing of the applicable utility. At a minimum, separate exterior shutoff valves for water, gas and electricity shall be provided for each unit.

12. The project site and every unit within the project shall comply with current building codes related to disabled access.

13. No television or radio antennas, dishes, or similar devices may be installed on the exterior of any building, except as required by law. All mechanical equipment and rooftop antennas shall be shielded from view.

14. Security Items identified shall be incorporated into conditions of approval of the application and shall be completed prior to the approval of a final map or issuance of the first building permit, whichever is sooner. The applicant shall implement and complete security improvements prior to the occupancy of the sale of the first unit within the project.

15. Prior to the approval of a parcel or final map, a property owners' association or similar entity shall be formed for any condominium conversion project. The association shall, at a minimum, provide for the administration, management and maintenance of all common areas, including landscaping, drive aisles and parking areas, maintenance of the exterior of all buildings, the collection of dues, payment of public utilities not billed separately to each unit, and enforcement of standards within the project.

<u>Engineering Division - Public Works Department</u>

16. The proposed subdivision shall occur in substantial conformance with the plans and specifications approved through Tentative Parcel Map No. 2021-198, submitted to the Planning Commission, and all conditions of said approval shall be implemented and incorporated herein.

17. Prior to the issuance of any building permits, the Applicant shall submit and obtain approval for the Precise Grading Plans and all applicable technical studies. The Precise Grading Plans and technical studies shall be prepared by a registered Civil Engineer, be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. The Precise Grading Plan submittal shall include the following items:

    a. Construction Document Plans for the review and approval of the City Engineer. The Construction Document Plans shall identify all proposed improvements that are required to facilitate the development and infrastructure improvements to the satisfaction of the City Engineer. Said Construction Document Plans shall include the following items:

i. Design and specification of all utility infrastructure improvements as identified on Tentative Parcel Map No. 2021-198 and as outlined in the conditions herein;

ii. An Erosion and Sediment Control Plan identifying the State issued WDID number and the contact information for the person that is to be reached in case of emergency;

iii. The design and specification of proposed 5-foot minimum width sidewalk within the proposed 5-foot public sidewalk easement areas, located adjacent to the existing driveways on Lambert Road, as identified on Tentative Parcel Map No. 2021-198. Said sidewalk improvements shall in accordance with current Americans with Disabilities Act (ADA) and City of Brea Public Works standards;

iv. The design and specification of all site, grading, drainage, and utility improvements required to facilitate the proposed 5-foot sidewalk within the public sidewalk easement areas adjacent to Lambert Road.

18. The Applicant shall maintain the Storm Water Pollution Prevention Plan during construction in accordance with NPDES guidelines, which shall incorporate all best management practices to mitigate pollutant runoff during construction.

19. The Applicant shall be responsible for the maintenance of all temporary and permanent Best Management Practices (BMP's) and associated infrastructure located on public or private property.

20. The Applicant shall maintain all public and private drainage facilities associated with Tentative Parcel Map No. 2021-198 in good working order at all times.

21. The Applicant developer shall be responsible to obtain the permission to perform any work on adjacent private properties.

22. All water and fire services shall be per the latest City of Brea Public Works Standards. All proposed domestic and fire services shall include above grade backflow prevention to the satisfaction of the City Engineer and the Brea Fire Department.

23. Prior to the issuance of any occupancy release for the proposed development, the Applicant shall remove the existing below-grade fire backflow prevention device, located on Lambert Road, and replace it with an above-grade backflow prevention device to the satisfaction of the City Engineer and the Brea Fire Department.

24. Prior to the issuance of any occupancy release for the proposed development, the Applicant shall remove the existing domestic backflow prevention device, located on private property adjacent to the existing building, and replace it with an above-grade backflow prevention device, located adjacent to the existing domestic water mater on Cliffwood Park Street, to the satisfaction of the City Engineer.

25. The Applicant shall install all water meters, vaults, fire hydrants, FDC's, and above ground backflow prevention devices for all domestic, irrigation, and fire services and systems, at locations to the satisfaction of the City Engineer and the Brea Fire Department. Easements shall be dedicated to the City for the maintenance, repair, and operation of all water meters, vaults, and fire hydrants.

26. All proposed sewer laterals shall be per City of Brea Public Works Standards, and meet all City Building and Plumbing Code requirements, and be to the satisfaction of the City Engineer and the Building & Safety Division.

27. The proposed development shall only be served by underground distribution utilities.

28. Prior to the issuance of any building permit, the Applicant shall pay all applicable impact fees and connection fees as set forth in the City ordinances and in effect at the time of permit approval.

29. A City of Brea Public Works Encroachment Permit shall be obtained prior to any construction, improvements, or staging in the public right-of-way or within existing public easement areas.

30. All existing public utilities located within the public right-of-way or within existing easements are to be protected in place, unless indicated otherwise by improvement plans approved by the City Engineer.

31. All public improvements, and improvements within the public right-of-way and public easement areas, shall be designed and constructed per current City standards and all other jurisdictional requirements.

32. No proposed trees; lighting structures, utility vaults or cabinets; structures with footing elements; building foundations, structural slabs, or building structural members; shall be located within existing or proposed public easement areas.

33. The Applicant shall submit a Final Map for review and approval of the City Engineer. Said Final Map shall include all right-of-way and easement dedication and/or vacations. The Final Map shall be submitted to the City Engineer for conformance review prior to submittal to the County of Orange Surveyor's Office. The Final Map shall be submitted directly to the County of Orange Surveyor's Office for review and approval of the technical portion of the Final Map. The Final Map shall be approved and recorded with the County of Orange prior to the acceptance of all public improvements. All right-of-way and easement dedications and vacations shall be in accordance with all requirements set forth in the California Streets and Highways Code, the Subdivision Map Act, and the Brea City Code. The Final Map shall include the dedication of two (2) 5-foot wide public sidewalk easements adjacent to the existing driveways on Lambert Road, as identified on Tentative Parcel Map No. 2021-198.

34. Applicant shall be responsible to prepare all documentation and pay for any publication fee (if applicable) for the proposed dedications and/or vacations of right-of-way or easements.

35. The Applicant shall submit a Monumentation Bond as required by the Subdivision Map Act in a form approved by the City Attorney to guarantee payment for the setting of monuments. The bond amount shall be provided before the approval of the Final Map, by the Licensed Surveyor or Registered Civil Engineer preparing the Final Map. The Monumentation Bond shall be provided in an amount to the satisfaction of the City Engineer.

36. Prior to the issuance of any occupancy release and any bond release, the applicant shall complete the construction of all improvements in the public right-of-way and in public easement areas to the satisfaction of the City Engineer.

37. Prior to the release of the Monumentation Bond, the Licensed Surveyor or Registered Civil Engineer who prepared the Final Map shall submit a letter to the City Engineer verifying the setting of all monuments, confirming that all monuments have been set in conformance with the recorded Final Map, and confirming that the applicant/property owner has paid the Licensed Surveyor or Registered Civil Engineer in full for the setting of the monuments.

38. Prior to the issuance of any building permit the Applicant shall provide Covenants, Conditions, and Restrictions (CC&R's) for the review and approval of the Public Works Department, Fire Department, Community Development Department, and City Attorney. The CC&R's shall incorporate a separate set of drawings, or airspace maps, as an attachment to the document for the proposed condominium airspace units. The CC&R's shall incorporate a Maintenance Exhibit map as a separate attachment to the document, that clearly identifies the ownership and responsibilities for maintenance for items on the proposed property. Said CC&R's shall apply to any successors to the property owner at the time of the subdivision. Said CC&R's shall be recorded at the time of recordation of the Final Map(s) for the applicable development phase/area. A copy of the recorded CC&R's shall be provided to the Community Development Department within thirty (30) days of recordation.

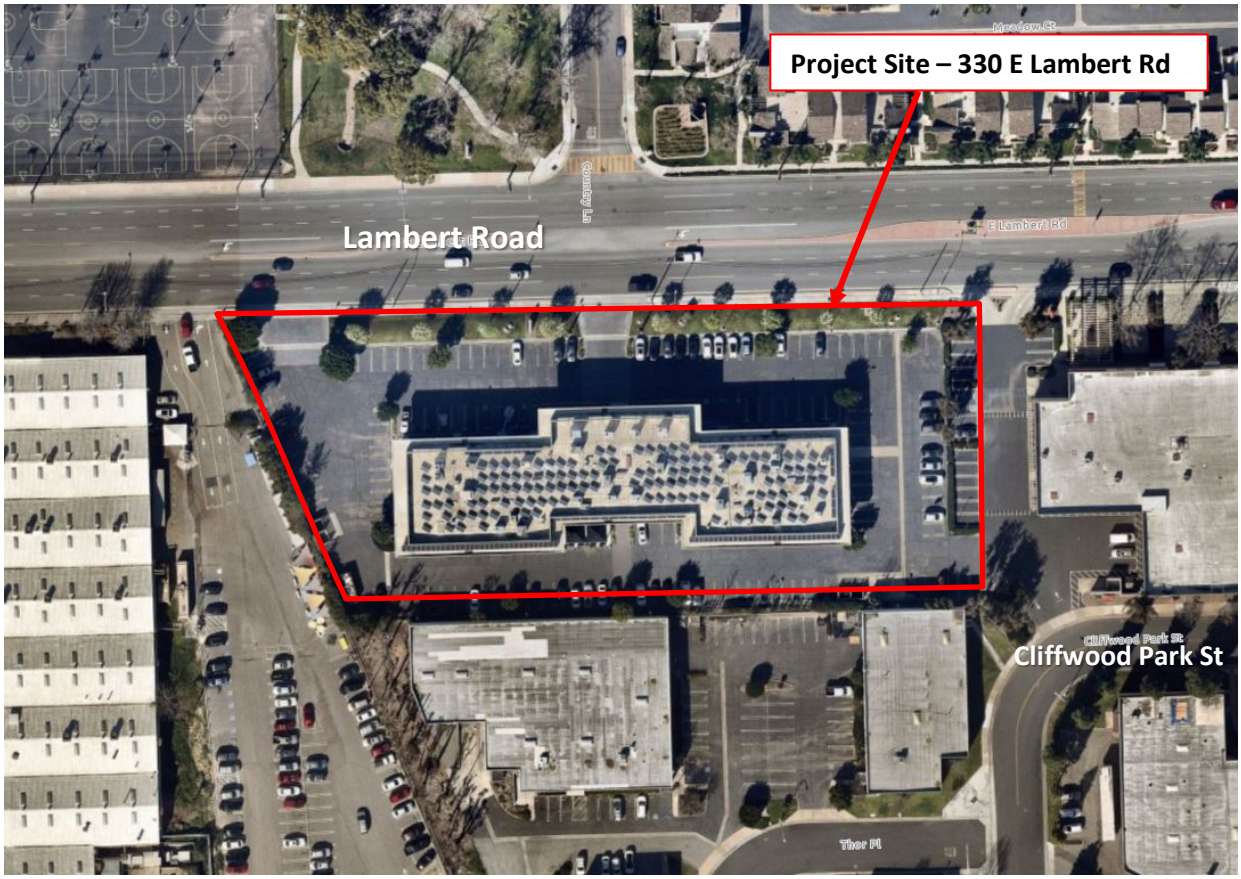
<u>Fire Department</u>

39. The reciprocal agreement for fire apparatus access onto the property for the north, east and west sides of the building shall be maintained. The CC&R's shall include language that prohibits changes to the fire apparatus access without Brea Fire Department review and approval.

TECHNICAL BACKGROUND

Case No:	Tentative Parcel Map No. 2021-198
Property Location:	330 E. Lambert Rd
Parcel Size:	103,543 sq. ft. (2.38 acres)
Building Size:	42,707 sq. ft. (existing)
Applicant:	CGM Development, LLC 17877 Von Karman Ave #388 Irvine, CA 92614
General Plan Designation:	Light Industrial
Zoning Designation:	M-1 (Light Industrial)
Adjacent Zoning:	
North:	P/R/OS-PR (Parks / Recreation / Open Space-Parks & Recreation), PF (Public Facilities) R-3 (Multiple Family Residential), R-1 (Single Family Residential) *(across Lambert Road)*
South:	M-1 (Light Industrial)
West:	M-2 (General Industrial)
East:	M-1 (Light Industrial)
Site and Neighborhood Characteristics:	The Project is located on the south side of Lambert Road, approximately 370 feet west of the Lambert Road and Cliffwood Park Street intersection. The site is surrounded by various industrial uses, residential uses, a park and a public school.
Public Hearing Notices and Outreach:	Legal Notice was published in the Brea Star Progress on March 16, 2023, and approximately 89 notices were sent to all property owners within a 500-foot radius of the subject property.

ATTACHMENT D



SUBJECT PROPERTY AND VICINITY MAP

N

DATE: March 28, 2023

CASE NO:

ACCELA RECORD NO. PLN-2021-00066
TENTATIVE PARCEL MAP NO. 2021-198

ATTACHMENT E

330 E. Lambert Rd., Brea, CA 92821
Tentative Parcel Map No. 2021-198 - PLN-2021-00066
Current Tenant List

LEVEL	SUITE	BUSINESS NAME	ADDRESS	BUSINESS TYPE	SPACE OCCUPIED *
LL	120	Avita Pharmacy	330 E. Lambert Rd. #100, Brea, CA 92821	Administrative Offices for Health Care Services	1,522.91 RSF
	125	Avita Pharmacy	330 E. Lambert Rd. #100, Brea, CA 92821	Administrative Offices for Health Care Services	1,913.85 RSF
1	100	Avita Pharmacy	330 E. Lambert Rd. #100, Brea, CA 92821	Administrative Offices for Health Care Services	9,389.71 RSF
	150	7-Eleven, Inc.	330 E. Lambert Rd. #150, Brea, CA 92821	Administrative Offices for Convenience Store Chain	9,555.69 RSF
2	200	7-Eleven, Inc.	330 E. Lambert Rd. #150, Brea, CA 92821	Administrative Offices for Convenience Store Chain	8,767.55 RSF
	225	Brea Olinda Counseling Center	330 E. Lambert Rd. #225, Brea, CA 92821	Psychotherapy	1,669.12 RSF
	250	National Mortgage Services, Inc.	330 E. Lambert Rd. #250, Brea, CA 92821	Mortgage Lending	6,816.09 RSF
	275	Vacant	330 E. Lambert Rd. #275, Brea, CA 92821	Vacant	3,071.84 RSF

TOTAL	42,707 RSF

* RSF is based on January 5, 2022 BOMA report by Shlemmer Algaze Associates (SAA) using Standard Methods of Measurement - ANSI/BOMA Z65.1-2017 Legacy Method: A

RESOLUTION NO. P.C. 90-3

A RESOLUTON OF THE PLANNING COMMISSION OF THE CITY OF BREA APPROVING CONDITIONAL USE PERMIT APPLICATION NO. C.U.P. 89-40, AND NEGATIVE DECLARATION NO. N.D. 89-25, SUBJECT TO THE CONDITIONS AS SET FORTH HEREIN

A. Recitals.

(i) The Planning Commission of the City of Brea has heretofore held a duly noticed public hearing, as required by law, on Conditional Use Permit No. C.U.P. 89-40, and Negative Declaration No. N.D. 89-25, a request to construct a three-story office building with 49,247 square feet of net floor area, within the M-1 district, in accordance with Sections 263.B.5 and 504 of the Brea Zoning Ordinance.

(ii) The Original Development proposal for the property received approval under Planning Commission Resolution No. P.C. 85-48.

(iii) The property is located at the southwest corner of Lambert Road and Cliffwood Park Street.

(iv) The property is located in the M-1 zone and is further described as Map Book 319, page 19, block 192, parcel 01, of the County of Orange Tax Assesser's Office in the City of Brea.

(v) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION. NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the Planning Commission as follows:

1. In all respects as set forth in Recitals, Part A, of this Resolution.

2. The Planning Commission hereby finds that Negative Declaration No. 89-25 has been prepared in compliance with the California Environmental Quality Act of 1970, as amended, and the Guidelines promulgated thereunder, and,

further, this Commission has reviewed and considered the information contained in said Negative Declaration No. 89-25, with respect to the project identified in this Resolution.

3. The Planning Commission hereby specifically finds and determines that, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur.

4. The Planning Commission finds that facts supporting the above-specified findings are contained in the Negative Declaration, the staff report and exhibits, and the information provided to this Commission during the public hearing conducted with respect to the project and the Negative Declaration, mitigation measures will be made a condition of approval of said project and are intended to mitigate and/or avoid environmental effects identified in the Negative Declaration.

5. It is hereby found that the uses applied for, administrative and professional offices, are authorized by Ordinance No. 425, the Brea Zoning Ordinance, as amended, as set forth in Section 263.B.

6. It is further found that said uses, administrative and professional offices, are in harmony with the various elements and objectives of the General Plan and are not detrimental to existing uses or to uses specifically permitted in the zone in which the proposed uses are to be located.

7. It is hereby found that the site is adequate in size and shape to accommodate the proposed development.

8. It is found that the proposed site relates to streets and highways which are properly designed and shall be or are now improved to carry the type and quantity of traffic generated and to be generated by the proposed development.

9. It is found that the requests are necessary as the building design has changed significantly, and the approval granted under Planning Commission Resolution 85-48 has expired.

10. Conditional Use Permit Application No. C.U.P. 89-40 is hereby approved subject to the following conditions:

A. Development shall occur on the subject property in substantial conformance with plans submitted to the Planning Commission and dated January 9, 1990, which includes site, grading, landscaping plans, architectural elevations, materials and colors on file in the Planning Division, the Conditions contained herein, and all applicable City regulations.

B. Prior to occupancy, the Applicant shall provide for the following transportation systems management plan:

1) On-site bikeway access shall be provided with convenient bicycle storage facilities.

2) Lease agreements for the project shall provide for a plan to encourage future employees to utilize carpools, vanpools and/or transit uses. Said plans shall be reviewed and approved by the City Planner.

C. A final landscape and full-coverage automatic irrigation system shall be provided for review and approval by the Planning Division, prior to the issuance of building permits and installed prior to building final. Tree staking, soil preparation and planting details shall be shown on the final landscape plan. Water conservation design and maintenance and drought tolerant landscape planning shall be incorporated wherever feasible into the final design of the landscape and irrigation plans for the site. The final landscape plan shall be in accordance with the approved site and grading plans.

D. Final colors and materials samples shall be provided subject to the review and approval of the City Planner.

E. The following shall be submitted to and reviewed by the Engineering Division prior to the issuance of building permits:

1) A final grading plan, prepared and signed by a registered civil engineer. Drainage design shall be based on a 25-year storm frequency per current Orange County EMA Hydrology Manual.

2) A soils report prepared by a qualified soils engineer.

3) Information on construction of all retaining walls and required calculations.

F. The applicant shall pay any and all fees due prior to the issuance of building permits.

G. All public improvements shall be per the applicable City of Brea Standard drawing and as required by the City Engineer.

H. All exit doors not opening onto a sidewalk shall be either recessed or protected by guard posts as required by the Development Services and Fire Departments.

I. An exterior lighting plan shall be prepared in accordance with the requirements of Section 304 of the Brea Zoning Ordinance. The lighting plan shall be submitted for City Planner review and approval prior to the issuance of building permits and shall include the following:

1) Cut-off luminaires shall be installed which will provide true ninety-degree cut-off and prevent projections of light above the horizontal from the lowest point of the lamp or light-emitting refractor or device.

2) All fixtures shall use a flat clear lens energy efficient light source.

3) All project lighting shall be confined to the project site.

4) All lighting shall be on a time clock or photo-sensor system.

5) The maximum pole height for project lighting shall be thirty (30) feet.

J. All on-site signage shall meet or exceed the minimum requirements of Section 404 of the Brea Zoning Ordinance and any subsequent amendments thereto.

K. All roof-mounted equipment and projections therefrom shall be screened from view of adjacent property. All roof-mounted equipment which generates noise, solid particles, odors, etc., shall cause the objectionable materials to be directed away from residential properties. All screen designs shall be architecturally integrated with the building and shall be subject to the review and approval of the Planning Division.

L. All proposed screening/retaining walls shall be constructed of a material compatible with the elevations of the building, subject to the review and approval of the City Planner.

M. All ground-mounted utility and mechanical equipment shall be screened and sound buffered as shown on the final landscape plans, subject to the review and approval of the City Planner.

N. All grading and exterior construction activity shall be limited to the hours of 7 a.m. to 6 p.m., Monday through Friday, with no grading or exterior construction permitted on Saturdays, Sundays or legal holidays. Interior construction activity shall not be limited. In addition, adequate watering techniques shall be employed to control dust generated during construction activity as required by the Development Services Department.

O. Fire lanes shall be posted per Brea Fire Department requirements.

P. All off-street parking, perpendicular and/or adjacent to a street or highway shall be screened in accordance with Section 304.030.4 of the Zoning Ordinance. The final landscape plans shall contain cross-sections illustrating the proposed method of screening.

Q. The applicant shall provide an art monument in accordance with the City's Art in Public Places Program. The sculpture shall remain on the site in the approved location and shall be maintained in good condition throughout the life of the sculpture.

R. The applicant shall sign a notarized affidavit within ten (10) days after adoption of this Resolution indicating an acceptance of all Conditions of Approval.

9. The Secretary of this Commission shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this 9th day of January, 1990.

Chairman, Planning Commission

I, Konradt Bartlam, Secretary to the Planning Commission of the City of Brea, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Brea held on the 9th day of January, 1990, and was finally passed at a regular meeting of the Planning Commission of the City of Brea, held on the 9th day of January, 1990, by the following votes:

AYES:	COMMISSIONERS:	DELKESKAMP, WETTLIN, CLAUSEN, DAVIS, SWINDLE
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

ATTEST:

Secretary, Planning Commission

DC/js:19.47

RESOLUTION NO. PC 90-66

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BREA APPROVING TENTATIVE PARCEL MAP APPLICATION NO. TPM 90-297, SUBJECT TO THE CONDITIONS AS SET FORTH HEREIN

A. Recitals.

(i) The Planning Commission of the City of Brea has heretofore held a duly noticed public hearing, as required by law, on Tentative Parcel Map Application No. TPM 90-297, a request to subdivide an existing parcel into two parcels, in accordance with the City Subdivision Ordinance and the Subdivision Map Act.

(ii) The property is located at 330 and 440 East Lambert Road, legally described as a portion of Map Book 319, page 193, parcel 001, as shown in the latest records of the County of Orange Tax Assessor.

(iii) The property is designated Light Industrial on the General Plan and is zoned M-1, Light Industrial.

(iv) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION. NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the Planning Commission as follows:

1. In all respects as set forth in Recitals, Part A, of this Resolution.

2. The Planning Commission hereby finds and determines that the project identified above in this Resolution is categorically exempt from the requirements of the California Environmental Quality Act of 1970, as amended, and the Guidelines promulgated thereunder pursuant to Section 15315 of Division 6 of Title 14 of the California Code of Regulations.

3. It is further found that both the design and improvements for the proposed subdivision are consistent with applicable general and specific plans.

4. It is hereby found that the site is physically suitable for the type of development.

5. It is further found that the site is physically suitable for the proposed density of the development.

6. It is found that neither the design of the subdivision nor the improvements are likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

7. It is hereby found that neither the design of the subdivision nor type of improvements are likely to cause serious public health problems.

8. It is further found that, as conditioned, neither the design of the subdivision nor the type of improvements will conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision.

9. Tentative Parcel Map Application No. TPM 90-297 is hereby approved, subject to the following conditions:

a. The subdivision shall occur in substantial conformance with Tentative Parcel Map No. TPM 90-297, submitted to the Planning Commission and dated November 13, 1990.

b. The applicant shall pay all applicable fees prior to the City Council approval of the Final Parcel Map.

c. The applicant shall record common reciprocal easements for vehicular access, truck maneuvering and circulation, and drainage. The easement agreements shall be as required by the City Engineer and recorded by separate instrument at the time the Final Parcel Map records. The Development Services Department shall be provided with duplicate copies of the recorded agreements within ten (10) days of recordation.

d. The applicant shall provide the Development Services Department with a duplicate mylar of the Final Parcel Map within thirty (30) days of recordation.

e. All other requirements of the City Engineer shall be met prior to approval of the Final Parcel Map.

f. The applicant shall sign a notarized affidavit within ten (10) days after adoption of this resolution indicating an acceptance of all Conditions of Approval.

10. The Secretary of this Commission shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 13th day of November 1990.

Chairman, Planning Commission

I, Konradt Bartlam, Secretary to the Planning Commission of the City of Brea, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Brea held on the 13th day of November 1990, and was finally passed at a regular meeting of the Planning Commission of the City of Brea, held on the 13th day of November 1990, by the following votes:

AYES: COMMISSIONERS: DELKESKAMP, WETTLIN, CLAUSEN, DAVIS, SWINDLE

NOES: COMMISSIONERS: NONE

ABSENT: COMMISSIONERS: NONE

ABSTAIN: COMMISSIONERS: NONE

ATTEST:

Secretary, Planning Commission

DMC/jr:tpm90-297.reso

RESOLUTION NO. PC 08-25

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BREA APPROVING CONDITIONAL USE PERMIT NO. CUP 08-10 WHICH ALLOWS A MEDICAL OFFICE USE AT 330 E. LAMBERT STREET, SUITE 104, WITHIN THE M-1, LIGHT INDUSTRIAL ZONE .

A. RECITALS.

(i) **WHEREAS**, the Planning Commission of the City of Brea has heretofore held a duly noticed public hearing, as required by law, on Conditional Use Permit No. CUP 08-10. The proposed Conditional Use Permit will establish a medical office use in the M-1, Light Industrial zone.

(ii) **WHEREAS**, the subject property is located at 330 East Lambert Road, Suite 104 and further legally described as a portion of Map Book 319, Page 19, Block 192, Parcel 15, as shown in the latest records of the County of Orange Assessor's Office.

(iii) **WHEREAS**, the project proponent is Tom Metcalf, c/o American Laser Center, 250 El Camino Real, #116, Tustin, CA 92780.

(iv) **WHEREAS**, the property is zoned M-1, Light Industrial and designated as Light Industrial in the General Plan land use element.

(v) **WHEREAS**, Conditional Use Permit No. CUP 89-40 was approved by the Planning Commission on January 9, 1990 to allow construction of a two-story administrative office building.

(vi) **WHEREAS,** all legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the Planning Commission of the City of Brea, as follows:

1. In all respects as set forth in Recitals, Part A, of this Resolution.

2. The Planning Commission hereby finds that the project identified above in this Resolution is exempt from the requirements of the California Environmental Quality Act of 1970, as amended, and the Guidelines promulgated thereunder pursuant to Section 15301 Class 1 of said Act.

3. The Commission further finds in consideration of Conditional Use Permit No. CUP 08-10 as follows:

a. Finding: That the use applied for at the location set forth in the application is properly one for which a Conditional Use Permit is authorized by this title.

Fact: The proposed site is zoned M-1, Light Industrial. Medical offices uses are a permitted use in this zone subject to review and approval of a Conditional Use Permit.

b. Finding: The proposed project, with conditions as imposed, is desirable for the development of the community, in harmony with the various elements or objectives of the General Plan, and not detrimental to existing uses or uses permitted in the zone.

Fact: Pursuant to Chapter 20.252, office uses are permitted in the M-1, Light Industrial zone subject to the review and approval of the Planning Commission. The proposed project is located within an existing building approved

for administrative office uses. Further, General Plan Policy CD-1.11 encourages a mixture of business and retail uses within the community.

c. Finding: The site is adequate in size and shape to accommodate the proposed development of to accommodate the proposed use.

Fact: The proposed use will be located within an existing office building and the subject site has been approved in accordance with the City's zoning requirements to accommodate for commercial uses.

d. Finding: The proposed site relates to streets and highways which are properly designed and improved to carry the type of quantity of traffic generated.

Fact: Vehicular access will be provided primarily via Lambert Road which is a fully improved major arterial.

e. Finding: That with the conditions stated in the permit, the uses will not adversely affect the public, health, safety, or general welfare.

Fact: The project is required to provide necessary building and fire life-safety systems to meet all Building and Fire codes and standards, thereby assuring the public health, safety, and welfare. Further, business operations will be conducted wholly within the building.

4. Conditional Use Permit No. 08-10 is hereby approved, subject to conditions as set forth herein:

a. Business operations shall occur in substantial conformance with the plans and project description submitted to the Planning Commission and dated November 25, 2008, on-file in the Planning Division, the conditions contained herein, and all applicable Federal, State and City regulations.

b. Any increase in square footage of the tenant space shall be reviewed and approved by the City Planner. Any substantial increase in square footage of the tenant space shall require review and approval of the Planning Commission.

5. The secretary of this Commission shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this 25th day of November 2008.

Chairman, Planning Commission

I, David M. Crabtree, Secretary to the Planning Commission of the City of Brea, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Brea held on the 25th day of November 2008, and was finally passed at a regular meeting of the Planning Commission of the City of Brea, held on the 25th day of November 2008, by the following votes:

AYES:	COMMISSIONERS:	Prenovost, Clough, Fox, Grosse, Koos
NOES:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None
ABSTAIN:	COMMISSIONERS:	None

ATTEST:
Secretary, Planning Commission

BREA METRO OFFICE CONDOS

330 E. LAMBERT RD., BREA, CA 92821

PERSPECTIVE VIEW OF FRONT BUILDING

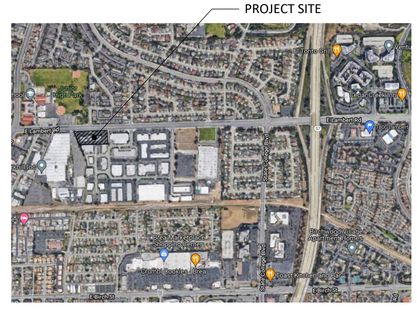
PROJECT DATA

ADDRESS	330 E. LAMBERT RD., BREA, CA 92821		
APN NUMBER	319-192-15		
LOT AREA	103,543 S.F. (APPROX. 2.377 ACRES)		
	APPROX. 477' x 217'		
GENERAL PLAN DESIGNATION	LIGHT INDUSTRIAL		
SCOPE OF WORK	SUBDIVIDE INTO OFFICE CONDOS		
CURRENT USE	PROFESSIONAL OFFICE		
PROPOSED USE	MAINTAIN THE SAME USAGE		
TYPE OF CONSTRUCTION	TYPE VA: MAINTAIN AS EXISTING		
FIRE SPRINKLER	WET PIPE FIRE SPRINKLER; MAINTAIN AS EXISTING		
OCCUPANCY GROUP	B		
FLOOR AREA	42,707 S.F.		
FLOOR AREA BREAKDOWN		USE	AREA
	BASEMENT	PHARMACEUTICAL LABORATORY	3,558 S.F.
	FIRST FLOOR	OFFICE	19,210 S.F.
	SECOND	OFFICE	21,032 S.F.
BUILDING COVERAGE AREA	MAX. ALLOW	EXISTING	PROPOSED
	50%	42%	SAME AS EXISTING
SET BACK	MIN. REQ'D	EXISTING	PROPOSED
FRONT YARD	50'-0"	78'-5"	SAME AS EXISTING
SIDE	0'-0"	W 68'-0" / E 74'-1"	SAME AS EXISTING
REAR	0'-0"	55'-1"	SAME AS EXISTING
BUILDING SEPARATION	NO REQUIREMENT		SAME AS EXISTING
BUILDING HEIGHT	MAX. ALLOW	EXISTING	PROPOSED
STRUCTURE HEIGHT	60'-0"	28'-0"	SAME AS EXISTING
LANDSCAPE	MIN. ALLOW	EXISTING	PROPOSED
OVERALL SITE	N/A	11.3%	SAME AS EXISTING

PARKING

PER SECTION 20.08.040 OF BREA CITY CODE :
(1) THERE IS NO BUILDING BEING CONSTRUCTED,
(2) THE EXISTING BUILDING IS NOT CHANGING IN SIZE, AND
(3) THERE IS NO CHANGE IN USE;
THEREFORE THERE IS NO REQUIREMENT FOR CHANGE IN PARKING REQUIREMENTS.

VICINITY MAP



SHEET INDEX

G-101 TITLE SHEET, SHEET INDEX AND PROJECT DATA

T-1 TENTATIVE PARCEL MAP

T-2 WRITTEN STATEMENTS FOR SUBMITTAL

AS-101 OVERALL PROPOSED SITE PLAN

A-100 EXISTING 1ST & 2ND FLOOR PLAN

A-101 EXISTING & PROPOSED BASEMENT FLOOR PLAN

A-102 PROPOSED 1ST & 2ND FLOOR PLAN

SCOPE OF WORK

1. SUBDIVIDE AIRSPACE TO CREATE OFFICE CONDOS
2. PROPOSED ADA ACCESSIBLE ROUTE FROM BUILDING TO SIDEWALK AND ENTRANCE DRIVEWAY AREA
3. RELOCATE ACCESSIBLE PARKING STALLS

PARTICIPANTS

OWNER
BR METRO, LLC
17877 VON KARMAN AVENUE #388
IRVINE, CA 92614
PHONE : (949) 885-9878
CONTACT: GORDON LAU

DEVELOPER
CGM DEVELOPMENT, LLC
17877 VON KARMAN AVENUE #388
IRVINE, CA 92614
PHONE : (949) 885-9878
CONTACT: GORDON LAU

CIVIL
MICHAEL BAKER INTERNATIONAL
5 HUTTON CENTRE DRIVE, SUITE 500
SANTA ANA, CA 92707
PHONE : (949) 472-3505
CONTACT: TONY RAI

GENERAL NOTES

1. PLANS APPROVAL AND PERMITS ARE FOR A CORE AND SHELL BUILDING ONLY WITH NO CERTIFICATE OF OCCUPANCY. SEPARATE PLANS REVIEW, APPROVAL, AND PERMITS ARE REQUIRED FOR TENANT IMPROVEMENTS. TENANT SHALL COMPLY WITH ALL CODE PROVISIONS GOVERNING PROPOSED USE AND OCCUPANCY. A CERTIFICATE OF OCCUPANCY IS REQUIRED PRIOR TO TENANT OCCUPYING THE SPACE.
2. ALL UTILITIES SHALL BE UNDERGROUND. THE OWNER/DEVELOPER/BUILDER REQUIRING SUCH RELOCATION SHALL BE RESPONSIBLE FOR MAKING ARRANGEMENTS WITH THE SERVICE PROVIDER AND/OR CITY FOR SUCH UNDERGROUND INSTALLATION AND FOR THE PAYMENT OF ALL RELATED COSTS.
3. ALL ROOF-MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED FROM VIEW FROM ADJACENT STREETS, THE FREEWAY AND SURROUNDING PROPERTIES. SCREENING STRUCTURES SHALL BE ARCHITECTURALLY COMPATIBLE WITH THE MAIN BUILDING SUBMIT PLANS, ELEVATIONS, AND CONSTRUCTION DETAILS FOR REVIEW AND APPROVAL BY PLANNING DEPARTMENT AND BUILDING DIVISION.

SUBMITTAL NOTES

1. THE ARCHITECT OR ENGINEER OF RECORD SHALL SUBMIT COMPLETE PLANS, SPECIFICATIONS AND CALCULATIONS AS REQUIRED TO THE BUILDING OFFICIAL FOR APPROVAL FOR EACH DEFERRED ITEM.
2. THE ARCHITECT OR ENGINEER OF RECORD SHALL REVIEW SUBMITTAL DOCUMENTS AND SHALL COUNTER SIGN DOCUMENTS WITH THE NOTATION THAT SAID DOCUMENTS HAVE BEEN REVIEWED AND ARE IN GENERAL CONFORMANCE WITH DESIGN REQUIREMENTS.
3. NO DEFERRED PORTION OF PERMIT SHALL BE INSTALLED OR CONSTRUCTED UNTIL WRITTEN APPROVAL FROM BUILDING OFFICIAL HAS BEEN OBTAINED.
4. ADDITIONAL PLAN CHECK AND/OR PERMIT FEES MAY BE DUE TO DEFERRED SUBMITTALS.
5. THE CIVIL ENGINEER OF RECORD HAVE THOROUGHLY REVIEWED COUNTY RECORDING DESCRIPTION OF THE PROPERTY AND TO THE BEST OF THEIR KNOWLEDGE ALL EASEMENTS DEDICATIONS, UNDERGROUND UTILITIES, ETC HAVE BEEN INCORPORATED INTO PLANS.
6. BLOCK WALLS, TRASH ENCLOSURE, LIGHT POLES, RETAINING WALLS, ETC. SHALL BE UNDER SEPARATE PLANS SUBMITTAL AND PERMIT ISSUANCE & COMMUNITY SERVICES DEPARTMENT APPROVAL.

INSPECTION NOTES

1. CIVIL ENGINEER SHALL INSPECT ALL GRADE EFFORTS ND TAKE ALL HORIZONTAL CONTROL LINES PRIOR TO EXCAVATION.
2. THERE SHALL BE A CAVITY INSPECTION ON ALL OPENED WALLS TO CHECK FOR FRAMING MEMBER CONDITIONS AND INSULATIONS.
3. THERE SHALL BE AN INSPECTION OF THE MOISTURE BARRIER PRIOR TO INSTALLATION OF THE FINISHED MATERIAL.
4. ALL OPENED WALL CAVITIES WITH DAMAGED INSULATION SHALL HAVE INSULATION REPLACED WITH R15 INSULATION.

CODE SUMMARY

ALL WORK PERTAINING TO AND ALL MATERIALS SUPPLIED FOR EXECUTING AND COMPLETING THIS CONTRACT SHALL COMPLY WITH PROVISIONS SPECIFIED IN THE CONTRACT DOCUMENTS AND WITH ALL APPLICABLE LAWS, REGULATIONS AND ORDINANCES GOVERNING WORK INCLUDING, BUT NOT NECESSARILY LIMITED TO THOSE OF:

2013 CALIFORNIA ADMINISTRATIVE CODE (CAC)
PART 1, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR)
2013 CALIFORNIA BUILDING CODE (CBC), VOL. 1 AND 2
PART 2, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR) BASED ON THE 2013 INTERNATIONAL BUILDING CODE(IBC) WITH 2013 AMENDMENTS
2013 CALIFORNIA ELECTRICAL CODE (CEC)
PART 3, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR) BASED ON THE 2011 NATIONAL ELECTRICAL CODE (NEC) WITH 2013 AMENDMENTS
2013 CALIFORNIA MECHANICAL CODE (CMC)
PART 4, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR) BASED ON THE 2012 UNIFORM MECHANICAL CODE (UMC) WITH 2013 AMENDMENTS
2013 CALIFORNIA PLUMBING CODE (CPC)
PART 5, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR) BASED ON THE 2012 UNIFORM PLUMBING CODE (UPC) WITH 2013 AMENDMENTS
2013 CALIFORNIA ENERGY CODE (CEC)
PART 6, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR)
2013 CALIFORNIA FIRE CODE (CFC)
PART 9, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR) BASED ON THE 2012 INTERNATIONAL FIRE CODE (IFC) WITH 2013 AMENDMENTS
2013 CALIFORNIA GREEN BUILDING STANDARDS CODE (CGBSC)
PART 11, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR)
2013 NFPA 24 STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES.

DEFERRED APPROVAL

1. IF REQUIRED, AUTOMATIC SPRINKLERS PLANS SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL. DESIGN AND INSTALLATIONS SHALL CONFORM TO NFPA 13 STANDARDS.
2. GRADING, CIVIL ENGINEERING & SITE IMPROVEMENT DESIGN TO BE SUBMITTED BY CIVIL ENGINEER. ARCHITECT TO COORDINATE PERMIT PROCESS AS REQUIRED
3. DECORATIVE GUARDRAILS AND THEIR ASSOCIATED SUPPORT ASSEMBLIES SHALL BE SUBMITTED BY OTHERS AND SEPARATELY PERMITTED BY THE GENERAL CONTRACTOR.
4. FINAL LOCATION OF TENANT SPACE FURNISHINGS, FIXTURES, AND EQUIPMENT BY OTHERS UNDER SEPARATE SUBMITTAL AND PERMIT.
5. BUILDING EXTERIOR SIGNAGE TO BE SUBMITTED BY OTHERS AND BE APPROVED BY THE CITY.
6. IF REQUIRED, FIRE ALARMS SYSTEMS SHALL BE SUBMITTED BY OTHER AND PERMITTED BY OTHERS.
7. SITE LIGHTINGS ARE TO BE SUBMITTED BY OTHERS AND PERMITTED BY OTHERS.

LEGAL DESCRIPTION :

PARCEL 1:

PARCEL 2 OF PARCEL MAP NO. 90-297, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 274, PAGES 13, 14 AND 15 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM 50% OF ALL OIL, GAS HYDROCARBONS AND ALL MINERALS IN, ON OF UNDER SAID LAND BUT WITH NO RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM EVERETT M. REESE AND ELSIE B. REESE, HUSBAND AND WIFE, RECORDED APRIL 13, 1956 IN BOOK 3472, PAGE 550 OF OFFICIAL RECORDS.

PARCEL 2:

A RECIPROCAL ACCESS EASEMENT AND DRAINAGE EASEMENT APPURTENANT TO PARCEL 1 AS DEDICATED ON MAP FILED IN BOOK 274, PAGES 13, 14 AND 15 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

APN: 319-192-15

AGC ADVANCE GENERAL

ADVANCE GENERAL CONSTRUCTION
17877 VON KARMAN AVE. #388
IRVINE, CA 92614
TEL: (949) 885-5039 *705
CELL: (626) 676-4584
GENERAL CONTRACTOR: #954683

BREA METRO OFFICE CONDOS
330 E. LAMBERT RD., BREA, CA 92821

LICENSED GENERAL CONTRACTOR
ADVANCE GENERAL CONSTRUCTION, INC.
EXP. 11-30-2024
B-954683
STATE OF CALIFORNIA

SHEET TITLE: **TITLE SHEET, PROJECT DATA, & SHEET INDEX**

REVISIONS

NO:	DATE	DESCRIPTION
1		
2		

DESIGNER:	PEICHIN LEE
MANAGER:	
DRAFTSMAN:	DANNY TSAI
DATE:	2022-05-17
JOBNO:	
SCALE:	N.T.S.

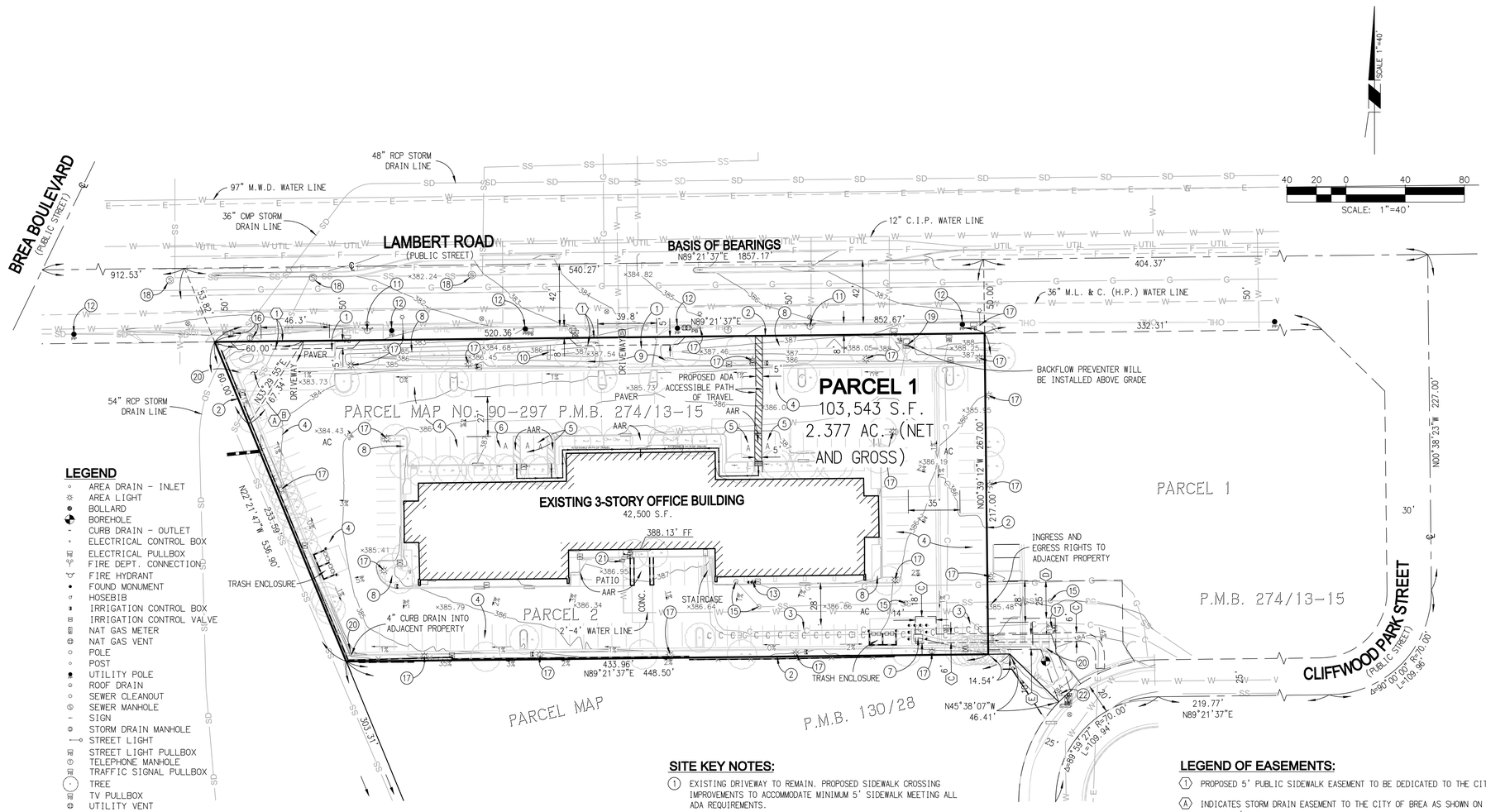
SHEET NO.

G-101

TENTATIVE PARCEL MAP NO. 2021-198

OFFICE CONDOMINIUM - CONVERSION PURPOSES

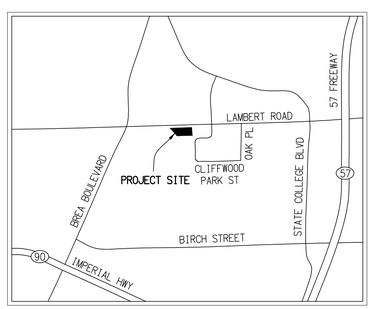
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA.



LEGEND

- AREA DRAIN - INLET
- AREA LIGHT
- BOLLARD
- BOREHOLE
- CURB DRAIN - OUTLET
- ELECTRICAL CONTROL BOX
- ELECTRICAL PULLBOX
- FIRE DEPT. CONNECTION
- FIRE HYDRANT
- FOUND MONUMENT
- HOSEBIB
- IRRIGATION CONTROL BOX
- IRRIGATION CONTROL VALVE
- NAT GAS METER
- NAT GAS VENT
- POLE
- POST
- UTILITY POLE
- ROOF DRAIN
- SEWER CLEANOUT
- SEWER MANHOLE
- SIGN
- STORM DRAIN MANHOLE
- STREET LIGHT
- STREET LIGHT PULLBOX
- TELEPHONE MANHOLE
- TRAFFIC SIGNAL PULLBOX
- TREE
- TV PULLBOX
- UTILITY VENT
- WATER MANHOLE
- WATER MANIFOLD
- WATER METER
- WATER VALVE
- BOUNDARY LINE - PROPERTY IN QUESTION
- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- 2'-4' WATER LINE
- 12" C.I.P. WATER LINE
- 36" M.L. & C. (H.P.) WATER LINE
- 97" M.W.D. WATER LINE
- 8" FUEL OIL LINE (SCE)
- 13" FUEL OIL LINE
- 8" V.C.P. SEWER LINE
- STORM DRAIN LINE
- 3" GAS LINE
- UNKNOWN METAL LINE
- 5" ELECTRIC LINE
- OVERHEAD CONDUCTOR LINES
- COMMUNICATION LINE
- WIRE FENCE
- GATE
- BLOCK WALL
- OVERHEAD LINES
- PROPOSED ADA ACCESSIBLE PATH OF TRAVEL

AC	ASPHALT CONCRETE PAVEMENT
AAR	ADA ACCESS RAMP
A	ADA PARKING
C	COMPACT PARKING
FF	FINISHED FLOOR ELEVATION
S.F.	SQUARE FEET
×XXX.XX	SPOT ELEVATIONS



VICINITY MAP
NOT TO SCALE

SITE KEY NOTES:

1. EXISTING DRIVEWAY TO REMAIN. PROPOSED SIDEWALK CROSSING IMPROVEMENTS TO ACCOMMODATE MINIMUM 5' SIDEWALK MEETING ALL ADA REQUIREMENTS.
2. EXISTING PROPERTY LINE
3. EXISTING COMPACT PARKING 8' X 18' MIN.
4. EXISTING STANDARD PARKING SPACE 9 1/2' X 19' MIN.
5. PROPOSED ACCESSIBLE PARKING SPACE 9' X 19' MIN.
6. PROPOSED ACCESSIBLE VAN PARKING SPACE 12' X 19' MIN.
7. EXISTING TRANSFORMER
8. EXISTING LANDSCAPE AREA
9. EXISTING SCULPTURE LOCATION
10. EXISTING MONUMENT SIGN
11. EXISTING FIRE HYDRANT
12. EXISTING UTILITY POLES
13. EXISTING GAS METER
14. EXISTING POWER POLE
15. EXISTING SEWER CLEAN OUT
16. EXISTING STORM DRAIN MANHOLE

SITE KEY NOTES (CONTINUED):

17. EXISTING STREET LIGHT
18. EXISTING SEWER MANHOLE
19. EXISTING 6" BACKFLOW VALVE
20. EXISTING STORM DRAIN INLET
21. EXISTING DOMESTIC WATER BACKFLOW DEVICE TO BE RELOCATED
22. LOCATION OF RELOCATED EXISTING DOMESTIC BACKFLOW DEVICE

LEGEND OF EASEMENTS:

(1) PROPOSED 5' PUBLIC SIDEWALK EASEMENT TO BE DEDICATED TO THE CITY OF BREA.

(A) INDICATES STORM DRAIN EASEMENT TO THE CITY OF BREA AS SHOWN ON TRACT NO. 8374, M.M. 340/25-28.

(B) INDICATES SANITARY SEWER EASEMENT TO THE CITY OF BREA AS DESCRIBED IN A DOCUMENT RECORDED SEPTEMBER 5, 1974 IN BOOK 11236, PAGE 1585, O.R.

(C) INDICATES EASEMENT FOR PUBLIC UTILITIES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY AS DESCRIBED IN A DOCUMENT RECORDED OCTOBER 14, 1987 AS INSTRUMENT NO. 87-575895, O.R.

(D) INDICATES RECIPROCAL ACCESS EASEMENT RESERVED FOR PARCEL 2 OF PARCEL MAP NO. 90-297, AS SHOWN ON PARCEL MAP NO. 90-297, P.M.B. 274/13-15.

(E) INDICATES DRAINAGE EASEMENT RESERVED FOR PARCEL 2 OF PARCEL MAP NO. 90-297, AS SHOWN ON PARCEL MAP NO. 90-297, P.M.B. 274/13-15.

PROPERTY OWNER/SUBDIVIDER:

BR METRO, LLC
17877 VON KARMAN AVE. #388
IRVINE, CA 92614

ZONING:

THE SUBJECT SITE IS LOCATED IN THE LIGHT INDUSTRIAL (M-1) ZONING CLASSIFICATION.

LAND AREA CALCULATIONS:

EXISTING SITE: 103,543 S.F./2.377 ACRES
PROPOSED SITE: SAME (NO CHANGE)

SITE ADDRESS:

330 E LAMBERT ROAD, BREA, CA 92821

LEGAL DESCRIPTION

PARCEL 1:
THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING ALL OF PARCEL 2 OF PARCEL MAP NO. 90-297 AS SHOWN ON A MAP FILED IN BOOK 274, PAGES 13 THROUGH 15 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

PARCEL 2:
A RECIPROCAL ACCESS EASEMENT AND DRAINAGE EASEMENT APPURTENANT TO PARCEL 1 AS DEDICATED ON A MAP FILED IN BOOK 274, PAGES 13, 14 AND 15 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

APN: 319-192-15

GENERAL NOTES

1. EXISTING LAND USE: NON-RESIDENTIAL LIGHT INDUSTRIAL.
2. ADJACENT LAND USE (ZONING): NORTH: PARKS/RECREATION/OPEN SPACE-PARKS/RECREATION AND R-2 MULTIPLE FAMILY, WEST: M-2 GENERAL INDUSTRIAL, SOUTH AND EAST: M-1 LIGHT INDUSTRIAL.
3. EXISTING ZONING: M-1 LIGHT INDUSTRIAL.
4. GAS SERVICE IS BEING PROVIDED BY THE SOUTHERN CALIFORNIA GAS COMPANY.
5. ELECTRICAL SERVICE IS BEING PROVIDED BY THE SOUTHERN CALIFORNIA EDISON COMPANY.
6. DOMESTIC AND COMMERCIAL WATER SERVICE IS BEING PROVIDED BY THE CITY OF BREA.
7. SEWER SERVICES ARE BEING PROVIDED BY THE CITY OF BREA.
8. SCHOOL DISTRICT IS BREA OLINDA UNIFIED.
9. FIRE DISTRICT IS ORANGE COUNTY FIRE AUTHORITY
10. FLOOD ZONE IS DESIGNATED AS ZONE X PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FIRM MAP NO. 06059C0042J) EFFECTIVE DATE: DECEMBER 3, 2009.
11. THE SUBJECT PROPERTY HAS AN EXISTING THREE STORY BUILDING, INCLUDING A BASEMENT, AND A SURFACE PARKING AREA.
12. SUBJECT PROPERTY HAS DIRECT ACCESS TO LAMBERT ROAD, A PUBLIC STREET AND INGRESS AND EGRESS RIGHTS TO (ADJACENT) PARCEL 1 OF PARCEL MAP NO. 90-297 AS SHOWN ON MAP FILED IN BOOK 274, PAGES 13 THROUGH 15 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

PROPOSED CONDOMINIUM UNITS:

PARCEL 1 OF THIS TENTATIVE PARCEL MAP WILL BE FURTHER SUBDIVIDED INTO 32 OFFICE CONDOMINIUM UNITS BY A CONDOMINIUM PLAN, RECORDED SEPARATELY.

PARKING COUNT:

EXISTING SURFACE PARKING SPACES: 150

BASIS OF BEARINGS:

BASIS OF BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF LAMBERT ROAD AS SHOWN ON PARCEL MAP NO. 90-297 RECORDED IN BOOK 274, PAGES 13 AND 15 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, STATE OF CALIFORNIA BEING **NORTH 89°21'37" EAST**

BASIS OF ELEVATIONS:

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF CALIFORNIA ORTHOMETRIC HEIGHTS OF 1988 (COH88) AND BASED LOCALLY UPON THE FOLLOWING BENCHMARKS/CONTROL STATIONS AS PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC). ELEVATIONS ARE DERIVED USING THE PUBLISHED ELLIPSOID HEIGHTS AND GEOID 18:

NAME	DESCRIPTION	ELLIP. HEIGHT
CCCS	CSRC REFERENCE STATION	32.534 METERS
SPMS	CSRC REFERENCE STATION	207.735 METERS
WHC1	CSRC REFERENCE STATION	94.919 METERS

DATE: MARCH 1, 2023

OWNER/SUBDIVIDER :

BR METRO, LLC
17877 VON KARMAN AVENUE #388
IRVINE, CA 92614
O: (949) 885-9878 #701

PREPARED UNDER THE SUPERVISION OF:

03/01/2023

STEVEN C. SLOCUM P.L.S. 9044 DATE

LICENSED LAND SURVEYOR STEVEN C. SLOCUM NO. 9044 STATE OF CALIFORNIA

NO.	DATE	REVISIONS

Michael Baker INTERNATIONAL
5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707
Phone: (949) 472-3505
MBAKERINTL.COM

TENTATIVE PARCEL MAP NO. 2021-198
OFFICE CONDOMINIUM - CONVERSION PURPOSES
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

PROJECT NO. 186658
SHEET 1 OF 1

\\RVICAIFS1.BKR.MBAKERCORP.COM\RROOT\PDATA\186658\CADD\MAPPING\PM 2021-198\TENTATIVE MAP 2021-198\MAP-2021-198_TPM 01.DWG ANTHONY.MAGGIO 3/1/23 10:53 am

June 2, 2022

City of Brea
1 Civic Center Circle
Brea, CA 92821

SUBJECT: Written Statements for Submittal, Tentative Parcel Map 2021-198
PLN-2021-00066
330 East Lambert Rd, Brea, CA 92821

Dear City Staff:

Please see below for written statements to be submitted with Tentative Parcel Map 2021-198:

1. Subdivider: CGM Development, LLC
17877 Von Karman Ave. #388
Irvine, CA 92614
(949) 858-9878
ATTN: Gordon Lau, (626) 388-7352

2. Civil Engineer: Michael Baker International
5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707
(949) 472-3505
Land Surveyor License #9044
ATTN: Tony Rai, (949) 472-3491

3. I, Peichin Lee, am the manager of BR Metro, LLC the owner of record for the property located at 330 E. Lambert Rd., Brea, CA 92821. I consent to the submission of Tentative Parcel Map 2021-198 to the City of Brea to subdivide the property into commercial airspace condominiums.

By: _____
Peichin Lee
Manager – BR Metro, LLC

4. Proposed Use: Professional Office
Current Use: Professional Office
Proposed Zoning: M-1 Light Industrial
Current Zoning: M-1 Light Industrial

5. Legal Description:
Parcel 1:
Parcel 2 of Parcel Map No. 90-297, in the City of Brea, Count of Orange, State of California, as shown on a map filed in Bok 274, Pages 13, 14 and 15 of Parcel Maps in the Office of the County Recorder of said County.

Excepting therefrom 50% of all oil, gas, hydrocarbons and all minerals in, on or under said land but with no right of entry upon the surface of said land, as reserved in the deed from Everett M. Reese and Elsie B. Reese, husband and wife, recorded April 13, 1956 in Book 3472, Page 550 of Official Records.

Parcel 2:
A reciprocal access easement and drainage easement appurtenant to Parcel 1 as dedicated on map filed in Book 274, Pages 13, 14 and 15 of Parcel Maps, in the Office of the County Recorder of Orange County, California.

6. An Association shall be formed to manage and maintain the common parcels and easements. A document containing covenants, conditions, and restrictions will be recorded with the County of Orange outlining the details of the Association.

7. Water Supply: Existing City Water Supply
Sewage Disposal: Existing City Sewage Disposal

8. No percolation test is required.

9. A geological and/or soils report is not required.

10. An environmental impact report is not required.

11. No improvements or public utilities to be made or installed – all improvements and public utilities are existing.

12. Building, common areas, and property are all existing. No upgrades or changes planned.

13. Building, common areas, and property are all existing. There are existing trees and landscaping.

14. Current Tenants:

Suite Tenant	Address
100 Avita Pharmacy	330 E. Lambert Rd. #100, Brea, CA 92821
120 Avita Pharmacy	330 E. Lambert Rd. #100, Brea, CA 92821
125 Avita Pharmacy	330 E. Lambert Rd. #100, Brea, CA 92821
150 7-Eleven, Inc.	330 E. Lambert Rd. #150, Brea, CA 92821
200 7-Eleven, Inc.	330 E. Lambert Rd. #150, Brea, CA 92821
225 Brea Olinda Counseling Center	330 E. Lambert Rd. #225, Brea, CA 92821
250 National Mortgage Services, Inc.	330 E. Lambert Rd. #250, Brea, CA 92821
275 Lendistry	330 E. Lambert Rd. #275, Brea, CA 92821

Sincerely,

Gordon Lau
(626) 388-7352
gordonl@cgmdev.com

ADVANCE GENERAL CONSTRUCTION
17877 VON KARMAN AVE. #388
IRVINE, CA 92614
TEL: (949) 885-5039 *705
CELL: (626) 676-4584
GENERAL CONTRACTOR: #954683

BREA METRO OFFICE CONDOS
330 E. LAMBERT RD., BREA, CA 92821

LICENSED GENERAL CONTRACTOR
ADVANCE GENERAL CONSTRUCTION, INC.
EXP. 11-30-2024
B-954683
STATE OF CALIFORNIA

SHEET TITLE:
WRITTEN STATEMENTS FOR SUBMITTAL

REVISIONS

NO:	DATE	DESCRIPTION
1		
2		

DESIGNER:	PEICHIN LEE
MANAGER:	
DRAFTSMAN:	DANNY TSAI
DATE:	2022-05-17
JOBNO:	
SCALE:	1"=20'-0"

SHEET NO.
T-2

PLUMBING FIXTURE SCHEDULE

OCCUPANT LOAD FACTOR FOR GROUP B: 200 SQ.FT. / PERSON
(CPC 2019 OCCUPANT LOAD FACTOR TABLE A)

OFFICE AREA : 42,707 SQ.FT.

OCCUPANT LOAD : 42,707 / 200 = 214 PERSON
MALE : 107 , FEMALE : 107

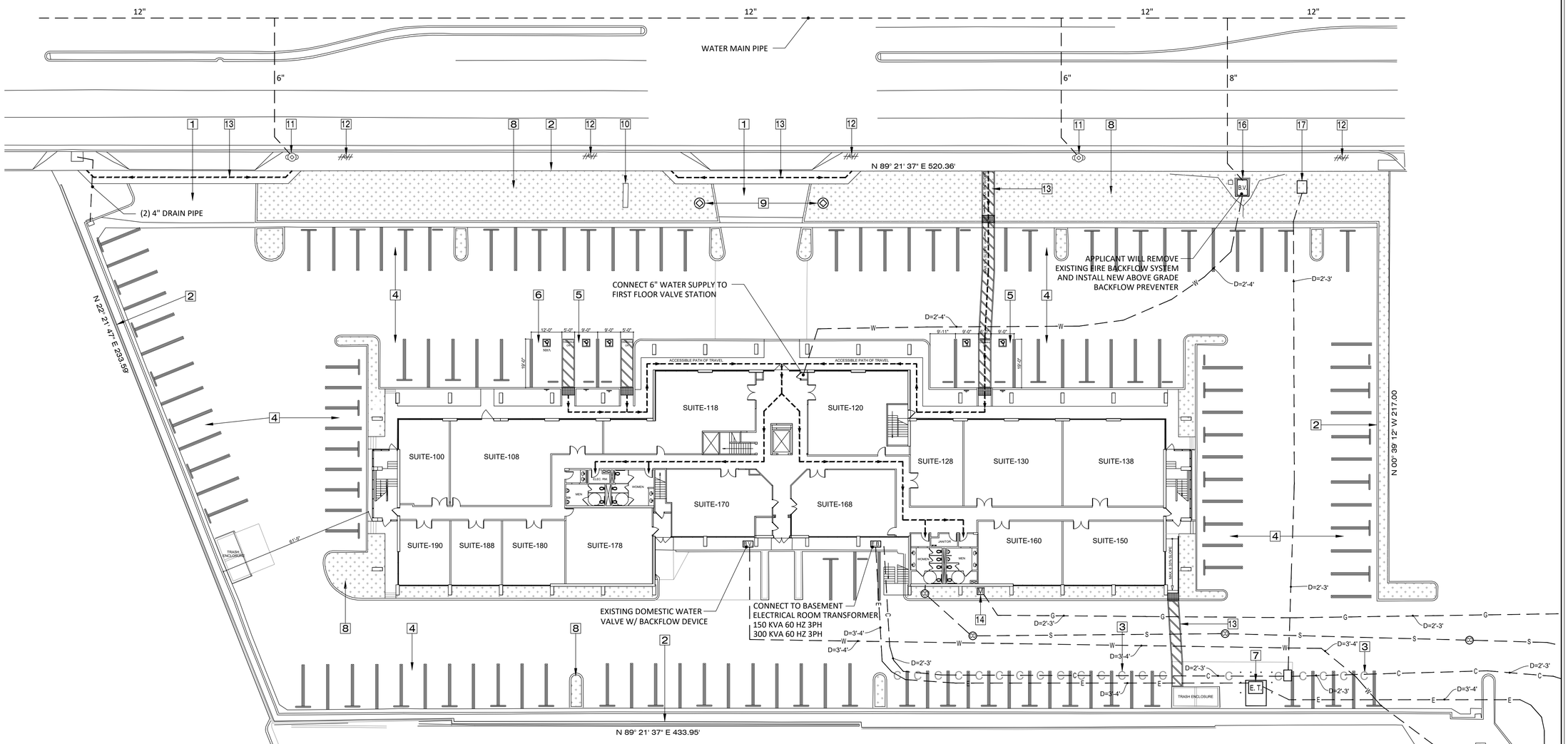
	REQUIRED (CPC 2019 TABLE 422.1)	PROVIDED
WATER CLOSET		
MALE	3	8
FEMALE	8	12
URINAL		
MALE	2	8
LAVATORIES		
MALE	2	8
FEMALE	3	8
DRINKING FOUNTAINS	2	2
SERVICE SINK	1	1

SITE KEY NOTES

1. SITE ENTRY / EXIT
2. PROPERTY LINE, SEE SURVEY / CIVIL
3. COMPACT PARKING SPACE (8' x 18' MIN.)
4. STANDARD PARKING SPACE (9'-6" x 19' MIN.)
5. ACCESSIBLE PARKING SPACE (9' x 19' MIN.)
6. ACCESSIBLE VAN PARKING SPACE (12' x 19' MIN.)
7. EXISTING TRANSFORMER (#5319042)
8. EXISTING LANDSCAPE AREA
9. EXISTING SCULPTURE LOCATION
10. EXISTING MONUMENT SIGN
11. EXISTING FIRE HYDRANT
12. EXISTING UTILITY POLES
13. PROPOSED ACCESSIBLE PATH OF TRAVEL
14. EXISTING 2" GAS METER
15. EXISTING 3" WATER METER
16. EXISTING 6" FIRE BACKFLOW VALVE
17. EXISTING COMMUNICATION BOX

LEGEND

- —C— COMMUNICATION PIPE
- —E— ELECTRICAL PIPE
- —W— WATER PIPE
- —G— GAS PIPE
- —S— SANITARY



OVERALL PROPOSED SITE PLAN

SCALE: 1"=20'-0"

AGC ADVANCE GENERAL

ADVANCE GENERAL CONSTRUCTION
17877 VON KARMAN AVE. #388
IRVINE, CA 92614
TEL: (949) 885-5039 *705
CELL: (626) 676-4584
GENERAL CONTRACTOR: #954683

BREA METRO OFFICE CONDOS

330 E. LAMBERT RD., BREA, CA 92821

LICENSED GENERAL CONTRACTOR
ADVANCE GENERAL CONSTRUCTION, INC.
EXP. 11-30-2024
B-954683
STATE OF CALIFORNIA

SHEET TITLE: **OVERALL PROPOSED SITE PLAN**

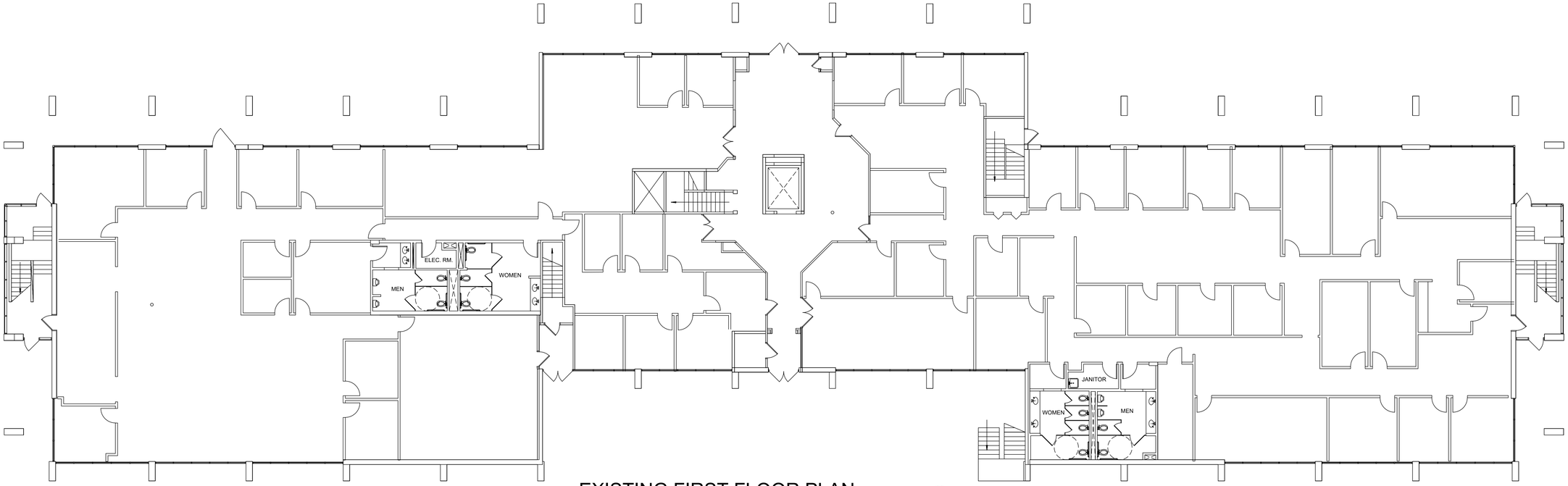
REVISIONS

NO:	DATE	DESCRIPTION
1		
2		

DESIGNER:	PEICHIN LEE
MANAGER:	
DRAFTSMAN:	DANNY TSAI
DATE:	2022-05-17
JOBNO:	
SCALE:	1"=20'-0"

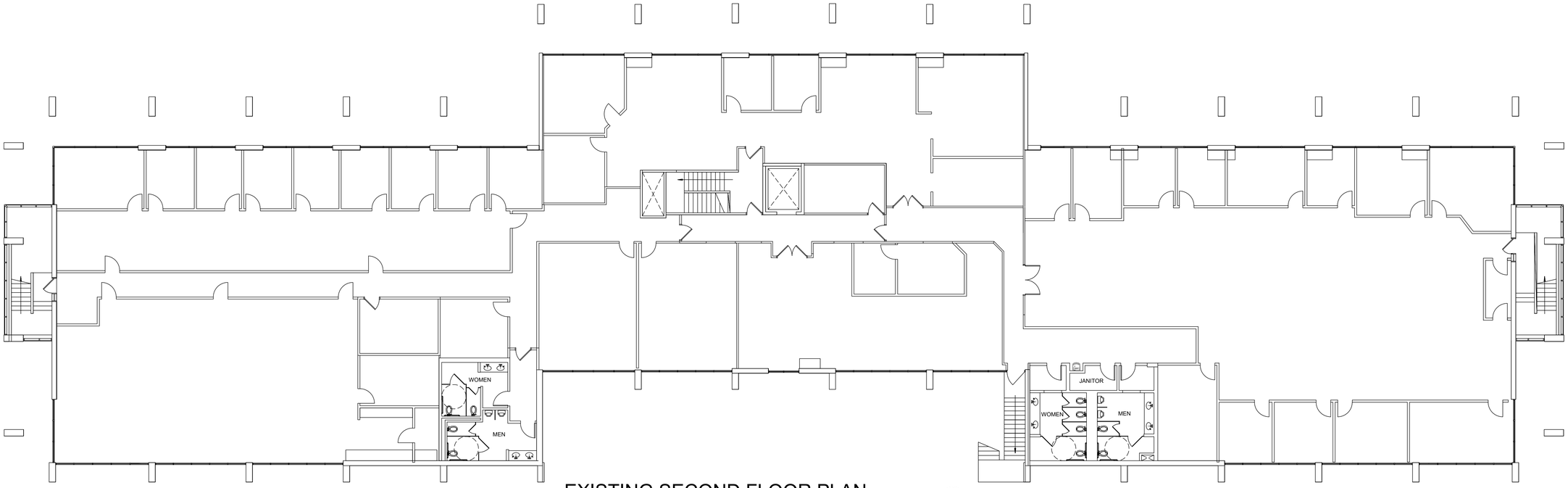
SHEET NO.

AS-101



EXISTING FIRST FLOOR PLAN

SCALE: 3/32"= 1'-0"



EXISTING SECOND FLOOR PLAN

SCALE: 3/32"= 1'-0"

AGC ADVANCE GENERAL

ADVANCE GENERAL CONSTRUCTION
17877 VON KARMAN AVE. #388
IRVINE, CA 92614
TEL: (949) 885-5039 *705
CELL: (626) 676-4584
GENERAL CONTRACTOR: #954683

BREA METRO OFFICE CONDOS

330 E. LAMBERT RD., BREA, CA 92821

LICENSED GENERAL CONTRACTOR
ADVANCE GENERAL CONSTRUCTION, INC.
EXP. 11-30-2024
B-954683
STATE OF CALIFORNIA

SHEET TITLE:

EXISTING 1ST & 2ND FLOOR PLANS

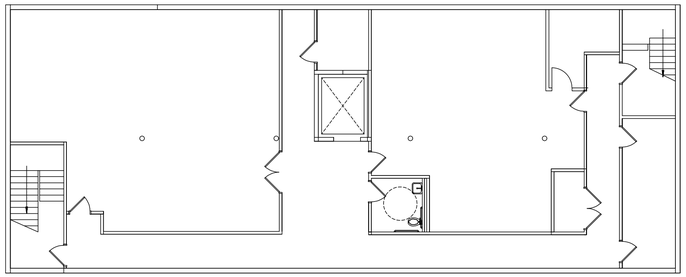
REVISIONS

NO:	DATE	DESCRIPTION
1		
2		

DESIGNER:	PEICHIN LEE
MANAGER:	
DRAFTSMAN:	DANNY TSAI
DATE:	2022-05-17
JOBNO:	
SCALE:	3/32"= 1'-0"

SHEET NO.

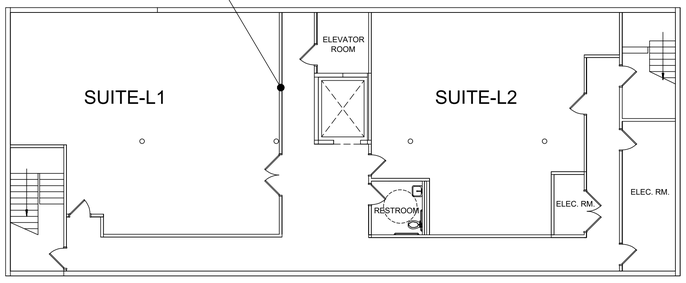
A-100



EXISTING BASEMENT FLOOR PLAN

SCALE: 3/32"= 1'-0"

PROPOSED DEMISING WALLS FOR UNITS WILL BE FULL HEIGHT PER CITY OF BREA BUILDING STANDARDS



PROPOSED BASEMENT FLOOR PLAN

SCALE: 3/32"= 1'-0"

ADVANCE GENERAL CONSTRUCTION
17877 VON KARMAN AVE. #388
IRVINE, CA 92614
TEL: (949) 885-5039 *705
CELL: (626) 676-4584
GENERAL CONTRACTOR: #954683

BREA METRO OFFICE CONDOS

330 E. LAMBERT RD., BREA, CA 92821

LICENSED GENERAL CONTRACTOR
ADVANCE GENERAL CONSTRUCTION, INC.
EXP. 11-30-2024
B-954683
STATE OF CALIFORNIA

SHEET TITLE:

EXISTING & PROPOSED BASEMENT FLOOR PLAN

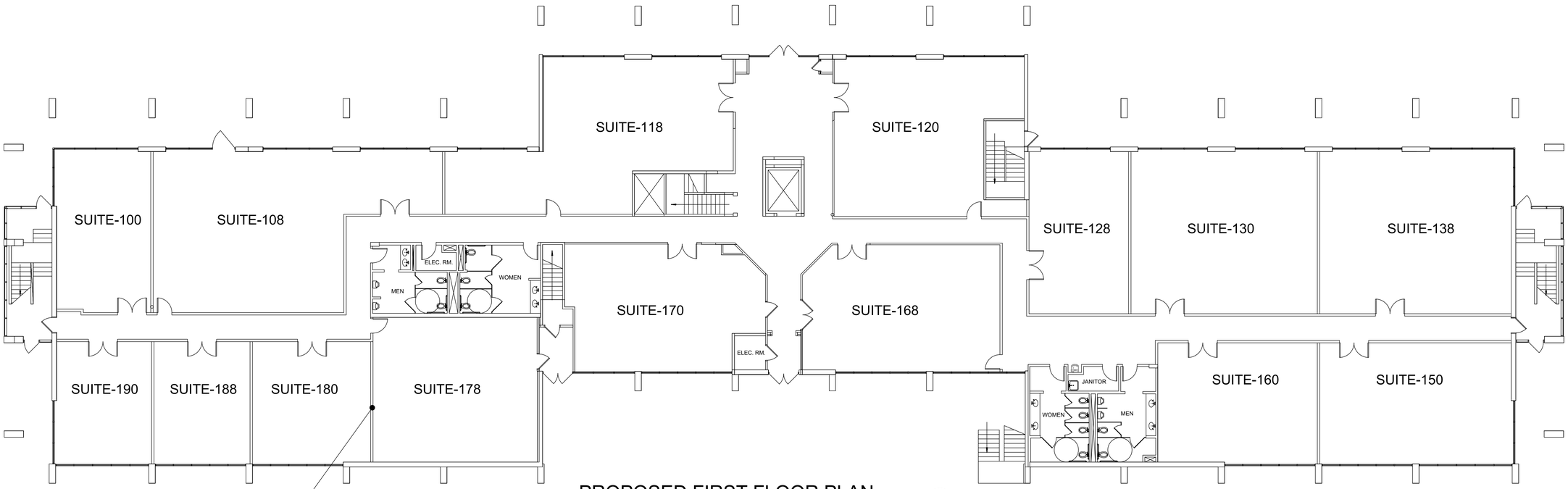
REVISIONS

NO:	DATE	DESCRIPTION
1		
2		

DESIGNER:	PEICHIN LEE
MANAGER:	
DRAFTSMAN:	DANNY TSAI
DATE:	2022-05-17
JOBNO:	
SCALE:	3/32"= 1'-0"

SHEET NO.

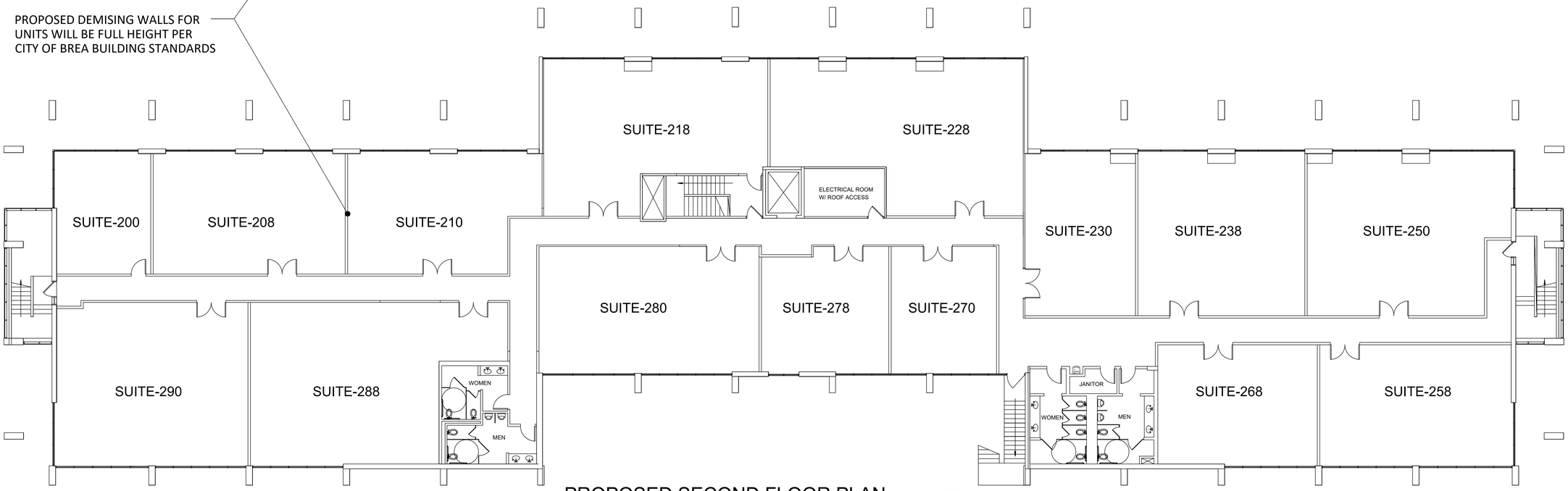
A-101



PROPOSED FIRST FLOOR PLAN

SCALE: 3/32"= 1'-0"

PROPOSED DEMISING WALLS FOR UNITS WILL BE FULL HEIGHT PER CITY OF BREA BUILDING STANDARDS



PROPOSED SECOND FLOOR PLAN

SCALE: 3/32"= 1'-0"

AGC ADVANCE GENERAL

ADVANCE GENERAL CONSTRUCTION
17877 VON KARMAN AVE. #388
IRVINE, CA 92614
TEL: (949) 885-5039 *705
CELL: (626) 676-4584
GENERAL CONTRACTOR: #954683

BREA METRO OFFICE CONDOS
330 E. LAMBERT RD., BREA, CA 92821

LICENSED GENERAL CONTRACTOR
ADVANCE GENERAL CONSTRUCTION, INC.
EXP. 11-30-2024
B-954683
STATE OF CALIFORNIA

SHEET TITLE: **PROPOSED 1ST & 2ND FLOOR PLANS**

REVISIONS

NO:	DATE	DESCRIPTION
1		
2		

DESIGNER:	PEICHIN LEE
MANAGER:	
DRAFTSMAN:	DANNY TSAI
DATE:	2022-05-17
JOBNO:	
SCALE:	3/32"= 1'-0"

SHEET NO.

A-102

BREA PLANNING DIVISION

PROJECT APPLICATION

GENERAL INFORMATION REQUIRED: *(Print or Type)*

Name of Proposed Project: Brea Metro Office Condos

Location of Project *(Address Required)*:
330 E. Lambert Rd.
Brea, CA 92821-4100

Legal Description of Project Location *(Assessor's Parcel No.)*:
APN 319-192-15

APPLICANT INFORMATION:

Applicant's Name: CGM Development, LLC Phone: 626-388-7352

Email: GORDONL@CGMDEV.COM

Address: 17877 Von Karman Ave #388

City: Irvine Zip Code: 92614

TRUST ACCOUNT OWNER: *(see **page 4** before completing)*

Individual Financially Responsible for the Project: Peichin Lee

Address: 17877 Von Karman Ave #388

City: Irvine Zip Code: 92614

Email: GORDONL@CGMDEV.COM Phone: 949-885-9878

PROJECT CONTACT PERSON:

Contact Person: Gordon Lau Phone: 626-388-7352

Email: GORDONL@CGMDEV.COM

STAFF USE ONLY

Accela Record Number: **PLN-2021-00066**

Project Manager: **W. CARVALHO**

Entitlement File Number(s): **Related Files:**

SUBMITTAL INFO:

Date Time Received:

RECEIVED
By Cecilia Madrigal-Gonzalez at 7:47 am, Nov 22, 2021

Received by: **CMG**

Deposit Received:

RECEIVED
By Cecilia Madrigal-Gonzalez at 9:31 am, Nov 22, 2021

PROJECT INFORMATION: *(Print or Type)*

Zoning Designation: M-1

General Plan Designation: Light Industrial

Existing Use: Administrative and Professional Offices

Proposed Use: no change

Type of Development:

☐ **Residential** ☒ **Commercial** ☐ **Industrial** ☐ **Mixed-Use**

Lot Size *(square feet)*: no change

Lot Width: no change

Lot Depth: no change

Existing Floor Area (square feet): no change

Existing FAR: no change

Existing Lot Coverage: no change

Proposed No. of Stories: no change

Proposed Building Height: no change

Existing Parking Stalls: no change

Proposed Parking Stalls: no change

Project Description: The project description should include a detailed description of demolition, on-side improvements, proposed use & operations, e.tc. In addition, please describe all building material and color as well as description of signage and their location. Please provide a separate PDF attachment labeled "Project Description if more space is needed.

☐ **Check if project description is attached.**

Application for entitlements to subdivide the property into approximately 33 individual airspace condominiums each with marketable title. This application will not include any change in use, demolition, or on-site improvements.

TYPE OF REVIEW REQUESTED: *select all that apply*

Planning Commission/City Council

☐ Conditional Use Permit ☐ Planned Community ☐ Historic Designation

☐ Development Agreement ☐ Precise Development Plan ☐ Zone Change

☐ General Plan Amendment ☐ Temporary Trailer ☐ Zone Variance

☐ Certificate of Compatibility ☒ Other Tentative Parcel Map ☐ Other _____

Administrative/Community Development Director

☐ Administrative Remedy ☐ Large Family Day Care ☐ Other _____

☐ Certificate of Compatibility ☐ Plan Review

PROPERTY OWNER INFORMATION & AUTHORIZATION

Legal Owner's Name *(as listed in the Orange County Assessor's records):*

Miller Brothers Brea, LLC

Address:

28632 Roadside Drive, Suite 155

City: Agoura Hills State: CA Zip Code: 91301

Home/Office Phone: Cell Phone:

Email:

I hereby certify under penalty of perjury under the laws of the State of California that I am the owner(s) of the subject property, or have been authorized to sign on behalf of the property owner, and consent to the filing of this application on the above referenced property. **If the owner did not sign below, a letter of authorization is required.**

By: _____ Date: 11/19/21
(Signature)

By: Arden Miller
(Printed Name)

PROPERTY OWNER REPRESENTATIVE – (ARCHITECT, ENGINEER, CONTRACTOTR, CONSULTANT)

Name(s):

Address:

City: State: Zip Code:

Home/Office Phone: Cell Phone:

Email:

TRUST ACCOUNT OWNER INFORMATION

All project applications require the specified minimum deposit to a Trust Account. Additional funds and/or subsequent deposits may be required depending upon the specified project and level of staff time necessary. All unused funds will be reimbursed following the completion of project and/or review. Staff time devoted to your project will be billed according to our **Development Processing Fees**. The necessary staff time will vary according to the complexity of the project and may include, initial review and ongoing project processing by City staff including, but not limited to:

- Reviewing plans / submittal packages.
- Routing plans to, and communicating with other city staff and outside agencies.
- Researching documents relative to site history and site visits/inspections.
- Consulting with applicant and other interested parties (e.g. neighbors, adjacent property or business owners) in person or by phone.
- Preparing environmental documents, staff reports, presentations, and resolutions.
- Preparing pertinent maps, graphs and exhibits.
- Attending meetings / public hearings before the Planning Commission / City Council.
- Review of tentative maps and improvement plans by City staff.
- On-site inspections of the project by City staff.
- Consultant services

STATEMENT OF UNDERSTANDING AND AGREEMENT

I understand that my initial deposit is a retainer and not a fee. This deposit will be used to set up an account, against which fees shall be charged based on the hourly rate listed in the City fee schedule in effect at the time the work is performed. I understand that should the costs exceed the deposit, I will be billed monthly for any additional deposit amount intended to cover future charges. If I fail to pay the fees when due, I understand approximately that the City will stop working on the application. If the final costs are less, the unused portion of the deposit will be returned to me approximately 60 days after the conclusion of the process or final inspection of the completed project, whichever occurs later.

As the trust account owner, I assume full financial responsibility for all costs incurred by the City in processing this application(s).

BY SIGNING BELOW, I HEREBY CONSENT THAT I UNDERSTAND THE MATTERS AS DESCRIBED ABOVE AND AGREE TO THE TERMS. I HEREBY FURTHER REPRESENT THAT I HAVE AUTHORITY TO BIND MY BUSINESS BY SIGNING ON ITS BEHALF.

Trust Account Owner's Signature

11/09/2021
Date

Peichin Lee
Trust Account Owner Printed Name

Staff Use Only

ACCELA RECORD NUMBER: **PLN-2021-00066**

TRUST ACCOUNT NUMBER: **T220300**

SUBMITTAL CHECKLIST

If you obtained this application through our website, please contact a Planner at 714-990-7674 to confirm applicability of the submittal items. The items listed below are *considered minimum*. Additional information may be necessary for clarification during the review process.

APPLIES TO ALL APPLICATIONS

☐ **1. COMPLETED PROJECT APPLICATION**

- ☐ Property owner information & authorization must be included

☐ **2. PHOTOGRAPHS**

- ☐ Photographs should include the project site existing exterior and interior.

☐ **3. PLANS TITLE PAGE**

- ☐ Date (Resubmitted plans shall reflect new date of submittal)
- ☐ Project Address
- ☐ Legal Description
- ☐ Scope of Work
- ☐ List of Required Entitlements
- ☐ Owner Information
- ☐ Architect/Designer Information
- ☐ Zoning Conformance Development Standards Table (existing/allowed/proposed)

☐ **4. SITE PLAN**

- ☐ Show entire Parcel with property lines and dimensions
- ☐ Development Summary Table – noting pertinent information such as proposed square footage, floor area
- ☐ Provide separate existing and proposed site plans
- ☐ Provide plan drawn to scale with dimensions
- ☐ Show all setbacks (front, rear and side)
- ☐ Truck turning radius (industrial and commercial)
- ☐ Show location of:
  - Carpool/van spaces
  - Bicycle parking area
  - Rideshare vehicle loading area
- ☐ Distance between buildings
- ☐ Location of utility poles and fire hydrants
- ☐ Indicate locations of trash enclosures and SCE transformer
- ☐ Location of proposed monument signs
- ☐ Proposed outdoor storage area, if any, and required screening
- ☐ Label proposed uses for all building sites on site
- ☐ Location of bus stop improvements, if applicable to project
- ☐ Show locations of street and sidewalks, with all improvements (trees, light pole, curbs, etc.)
- ☐ Show all existing and proposed driveways and driveways immediately adjacent to the site
- ☐ Show all curb, gutter and driveway within the full right-of-way adjacent to the project site
- ☐ Photometric plan
- ☐ Circulation plan

☐ **5. FLOOR PLAN**

- ☐ Provide separate existing and proposed floor plans
- ☐ Provide plans drawn to scale with dimensions
- ☐ Label room and/or areas

- ☐ Provide a window and door schedule (when part of scope)

☐ **6. DEPOSIT -** The application will **NOT** be considered submitted until payment is received. Please visit our Development Processing Fees to verify the deposit amount.

☐ **7. ELECTRONIC PLAN COPIES -** PDF format digital copies of all submitted plans, photographs and photographs of the colors and materials board in minimum 300 D.P.I. (dots per square inch) format for presentation purposes. A clean site plan and colored landscape plan with no construction information or dimensions is required for presentation purposes. Include one 750KB or less jpeg image of the proposed rendering to be displayed on the City's development map. If you are submitting in person, all submitted material shall be saved in a USB Drive or CD.

☐ **8. PAPER PLAN COPIES -** If you are submitting paper plans, all plans must be collated, folded, drawn to scale and have one of the following minimum dimensions: 11''x17'', 15'' x 21'', 18'' x 24'', 24'' x 36'', or 30'' x 42''. Please contact a planner at (714)-990-7674 to confirm applicability of the submittal size and amount.

APPLIES TO ALL NEW CONSTRUCTION, BUILDING ADDITIONS, AND BUILDING REMODELS:

☐ **11. ELEVATIONS**

- ☐ Show all sides of proposed elevations
- ☐ Provide plans drawn to scale with dimensions
- ☐ Provide the height of all structures
- ☐ Label proposed colors, materials (with level of quality and longevity)
- ☐ Location and size of signs
- ☐ Provide details of architectural elements, walls, and fences, as needed
- ☐ Line of sight drawings

☐ **12. RENDERING(S) – COLOR**

☐ **13. SECTION PLAN**

☐ **14. SIGN PLANS**

- ☐ Show location of all signs and on building and site plan
- ☐ Label size of signs

☐ **15. ROOF PLAN**

- ☐ Provide plans drawn to scale with dimensions
- ☐ Show roof pitches and slope
- ☐ Show all-roof mounted equipment
- ☐ Cross-section demonstrating the roof-mounted equipment will be fully screened from view by the architectural design of the building

☐ **16. CONCEPTUAL LANDSCAPE PLAN**

- ☐ Proposed and existing improvements as shown on the site plan
- ☐ Dimensions such as setbacks and street widths shall be excluded
- ☐ Identify plan materials by botanical and common names
- ☐ Identify size and spacing of plants
- ☐ Identify mounted areas, turf, ground covered areas, shrub locations, accent trees, street trees, sloping planting materials. Private yard areas.
- ☐ Location of community amenities including common or public recreation areas (open play areas, barbecue area, pool, spa, recreation building)
- ☐ Location of primary and secondary entry point areas and their treatment (textured paving, security gates, accent or special planting, entry walls, monument signs)
- ☐ Location of emergency vehicle access, trail locations, public walkways, hardscape amenities (paving, benches etc.)

☐ **17. WATER QUALITY MANAGEMENT PLAN (WQMP) CHECKLIST**

☐ **18. COLOR & MATERIAL BOARD**

☐ **19. PRELIMINARY GRADING PLANS**

- ☐ Proposed items should be designated with solid lines, existing with small dashes, and future with long dashes if a phased project.
- ☐ Cross sections at all site boundaries (maximum & minimum conditions)
- ☐ Drainage and flood control facilities-size, type, etc.
- ☐ Easements, property lines, right-of-way
- ☐ Earthwork quantities-borrow and disposal areas
- ☐ Erosion control measures
- ☐ Existing features within and 50 feet beyond the site boundaries (label to remain or to be removed)–natural ground, trees, structures, drainage courses, streets, trails, slopes, etc.
- ☐ Grading (Proposed)–structures, curbs, walls (height), gutters, pavement, walks, swales, mounding, slopes, open space, trails
- ☐ Natural areas to be preserved
- ☐ Parkway culverts where drainage is directed to streets, except for single family residences
- ☐ Retaining walls-top and footing elevations
- ☐ Separate cut and fill areas with a line. In addition, one copy of the plan shall be submitted with fill areas colored in green and cut areas in red
- ☐ Shade pavement areas and slopes 3:1 or steeper
- ☐ Location, elevation, and size of proposed buildings pads
- ☐ Streets-cross sections, improvements, right-of-way, etc.

OTHER DOCUMENTS OR STUDIES

☐ **20. PARKING JUSTIFICATION** *(for shared parking agreements or parking variance)*

☐ **21. PARKING STUDY** *(if applicable)*

☐ **22. TREE REMOVAL PLAN** *(if applicable)*

☐ **23. ENVIRONMENTAL STUDIES** *(if applicable)*

- ☐ Air Quality Study
- ☐ Habitat Assessment/Jurisdiction Delineation
- ☐ Noise Study
- ☐ Phase 1 & 2 Assessment

☐ **24. ARTS AND PUBLIC PLACES**

☐ **25. ENVIRONMENTAL FORM**

November 9, 2021

City of Brea
ATTN: Planning Department
1 Civic Center Dr.
Brea, CA 92821

RE: 330 E Lambert Rd, Brea – Authorization Letter
Subdivision Application

Dear City of Brea Planning Staff:

I hope this letter finds you well. I am the owner of the property located at 330 E. Lambert Rd. in Brea, California. I currently have the property on the market for sale. One of the potential buyers, CGM Development, LLC, is performing their due diligence for the possible purchase of the property. One of their due diligence items is to submit to the City of Brea an application to entitle the property for subdividing it into individual airspace condominiums each with marketable title. I, as the property owner, authorize CGM Development and their representatives to submit such an application to the City of Brea for subdivision.

Sincerely,

Arlen Miller
Miller Brothers Brea, LLC
Manager

Anthony P. Miller
Miller Brothers Brea, LLC
Manager

Miller Brothers Brea, LLC
28632 Roadside Drive, Suite 155
Agoura Hills, CA 91301

COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

BREA METRO OFFICE ASSOCIATION

DRAFT

NOTICE
(Gov. Code 1256.1)

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

RECORDING REQUESTED BY:

STEWART TITLE OF CALIFORNIA, INC.

AND WHEN RECORDED RETURN TO:

BR Metro, LLC
17877 Von Karman Ave #388
Irvine, CA 92614
Attn: Peichin Lee

DECLARATION OF

COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP FOR PARCEL 1 OF PARCEL MAP NO. 2021-198

(BREA METRO OFFICE ASSOCIATION)

DECLARATION OF

COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP

This Declaration is made as of this _____ day of _____, 20____, by BR METRO, LLC, a California limited liability company ("Declarant"), with reference to the following facts:

A. Declarant is the owner of that certain real property located in the City of Brea, County of Orange, State of California, more particularly described as follows:

> Parcel 1 of Parcel Map No. 2021-198, as per map filed in Book ____, Pages ____ to ____, inclusive, of Maps in the office of the County Recorder of said County (the "Property").

B. Declarant intends to convert the office building on the Property into thirty-two (32) condominium units which, together with the Property, are hereafter collectively referred to as the "Project."

C. Declarant intends by this document to impose upon the Project mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Condominiums and the Owners thereof.

NOW, THEREFORE, Declarant declares that the Project is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following limitations, restrictions, easements, covenants, conditions, liens and charges, all of which are declared and agreed to be in furtherance of a plan of condominium ownership as described in California Civil Code Sections 6500 *et seq.* for the subdivision, improvement, protection, maintenance and sale of Condominiums within the Property as said sections apply to commercial developments, and all of which are declared and agreed to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of the Project. All of the limitations, restrictions, easements, covenants, conditions, liens, and charges shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title, or interest in the Property, and shall be binding on and inure to the benefit of the successors in interest of such parties.

ARTICLE I.

DEFINITIONS

1.1. "Articles" shall mean and refer to the Articles of Incorporation for the Association, as amended from time to time.

1.2. "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the Property, which is to be paid by each Condominium Owner as determined by the Association. There shall be two forms of Assessment: "Annual Assessment", which shall mean assessments that the Board shall establish and levy annually in an amount that the Board estimates will be sufficient to raise the funds needed to perform the duties of the Association during each fiscal year, as well as any assessments based on charges for electric utilities measured on a master meter and billed to the Association due pursuant to this Declaration; and "Special Assessment", which shall mean assessments that the Board, at any time, may levy in order to raise funds for unexpected operating or other costs, sufficient operating or reserve funds, or such other purposes as the Board in its discretion considers appropriate.

1.3. "Association" shall mean and refer to the BREA METRO OFFICE ASSOCIATION, a California corporation, the Members of which shall be Owners of Condominiums in the Project.

1.4. "Association Property" means the entire Project, including real property owned from time to time in fee title by the Association, except all Units and all Common Area as defined in this Declaration or as shown on the Condominium Plan.

As used herein, the term "Association Property" shall be deemed to include Exclusive Use Easement Areas unless otherwise specifically provided.

1.5. "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

1.6. "Building" shall mean and refer to the condominium building constructed on the Property and as depicted in the Condominium Plan, which Building contains the Units.

1.7. "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

1.8. "City" means and refers to the City of Brea, California, a municipal corporation.

1.9. "Common Area" shall mean the three-dimensional airspace designated as Common Area as shown on the Condominium Plan, which Common Area is owned in equal undivided interests by the Owners of the Units.

1.10. "Common Area Electricity" shall be all electricity for all individual Units' lights and electrical outlets in addition to all electricity for the Common Area (including, but not limited to, bathroom and hallway lights, electrical outlets, elevator electricity and Common Area HVAC); provided, however, that electricity for the following are not included: (i) Units' individual HVAC units, (ii) if any, any electric vehicle charging station/equipment in the Common Area serving any

Unit, or its Owner or any of such Owner's Permittees and (iii) if any, the Building sign in the Common Area described in Section 2.2(C)(4), and equipment related thereto.

1.11. "Common Expenses" means and includes the actual and estimated expenses of maintaining and operating the Common Area, any reasonable reserve for such purposes as determined by the Board and all sums designated Common Expenses by or pursuant to the Condominium Documents. Common Expenses shall include the actual and estimated expenses of periodic maintenance and testing of all built-in fire protection devices or equipment.

1.12. "Common Interest" means the proportionate undivided interest in the Common Area that is a part of each Condominium as set forth in this Declaration.

1.13. "Conditions of Approval" means and refers to the conditions of approval set forth in City Resolution No. _____, approving tentative parcel map no. _____. Any violation of this Declaration shall constitute a violation of the Conditions of Approval.

1.14. "Condominium" shall mean an estate in Property as defined in California Civil Code Sections 6542, and shall consist of an undivided interest in common in a portion of the Property, a separate interest in a Unit and all appurtenances thereto.

1.15. "Condominium Documents" shall mean the same as "Project Documents."

1.16. "Condominium Plan" shall mean and refer to the recorded three-dimensional plan of the Condominiums built or to be built on the Property which identifies the Association Property, Common Area and each separate interest pursuant to California Civil Code Section 6540, a copy of which plan will be attached hereto as Exhibit "D" once it becomes available and been recorded.

1.17. "Declarant" shall mean and refer to BR METRO, LLC, a California limited liability company, and its successors and assigns.

1.18. "Declaration" shall mean and refer to this Declaration, as amended or supplemented from time to time.

1.19. "Exclusive Use Easement Area" shall mean and refer to those portions of the Association Property, if any, set aside for exclusive use of an Owner, pursuant to Section 2.2(C), and shall constitute "Exclusive Use Easement Area" within the meaning of the California Civil Code Section 6550(a) definition for Exclusive Use Common Area.

As used herein, the term "Association Property" shall be deemed to include Exclusive Use Easement Area unless otherwise specifically provided.

1.20. "First Lender" shall mean any person, entity, bank, savings and loan association, insurance company or financial institution holding a recorded first Mortgage or deed of trust on any Condominium.

1.21. "Hazardous Materials" shall mean and refer to (i) any hazardous or toxic wastes, materials or substances, or other pollutants or contaminants, which are or become regulated by any applicable local, state or federal law, including but not limited to, 42 U.S.C. Section 9601 *et seq.*,

and California Health and Safety Code Sections 25100 *et seq.* and 25300 *et seq.;* (ii) petroleum and petroleum-based products; (iii) asbestos; (iv) polychlorinated biphenyls; and (v) radioactive materials.

1.22. "Map" shall mean and refer to that Parcel Map No. 2021-198 filed in Book ____, Pages ____ to ____, inclusive, of Parcel Maps in the Office of the Orange County Recorder.

1.23. "Member" shall mean and refer to a Person entitled to membership in the Association as provided herein.

1.24. "Monument Sign" shall mean and refer to the sign located along the northern border of the Project, west of the central driveway entrance, which displays individual business names located in the property.

1.25. "Mortgage" shall include a deed of trust as well as a mortgage.

1.26. "Mortgagee" shall include a beneficiary or a holder of a deed of trust as well as a mortgage.

1.27. "Mortgagor" shall include the trustor of a deed of trust as well as a mortgagor.

1.28. "Owner" or "Owners" shall mean and refer to the record holder or holders of title of a Condominium in the Project. This shall include any Person having a fee simple title to any Condominium, but shall exclude persons or entities having any interest merely as security for the performance of an obligation. If a Condominium is sold under a contract of sale and the contract is recorded, the purchaser, rather than the fee owner, shall be considered the "Owner" from and after the date the Association receives written notice of the recorded contract.

1.29. "Permittees" means partners, members, officers, directors, employees, agents, contractors, customers, clients, visitors, guests, invitees, tenants, subtenants, licensees and concessionaires.

1.30. "Person" means a natural person, a corporation, a partnership, a trustee or other legal entity.

1.31. "Project" shall mean and refer to the entire Property above described, including all structures and improvements erected or to be erected thereon. For reference, a general illustration of the site is attached hereto as Exhibit "B."

1.32. "Project Documents" shall mean this Declaration, as amended from time to time, the exhibits, if any, attached thereto, together with the other basic documents used to create and govern the Project, including the Map, the Articles, the Bylaws and the Condominium Plan, but excluding unrecorded rules and regulations adopted by the Board or the Association.

1.33. "Property" means the real property described above and in Exhibit "A."

1.34. "REA" shall mean and refer to the Reciprocal Access Easement reserved for the Project as shown and outlined on Parcel Map Number 90-297 filed in Book 274, Page 13 of Parcel Maps on March 24, 1986 in the Official Public Records of Orange County, California.

1.35. "Unit" shall mean and refer to the elements of the Condominium, as defined in Section 2.2(A), which are not owned in common with the Owners of other Condominiums in the Project. A Unit is a "separate interest" as defined in Civil Code Section 6564(a)(1).

1.36. "Unit Designation" means the number, letter, or combination thereof or other official designations shown on the Condominium Plan to refer to a Unit.

ARTICLE II.

DESCRIPTION OF PROJECT, DIVISION OF PROPERTY

AND CREATION OF PROPERTY RIGHTS

2.1. Description of Project. The Project is an office condominium project located upon the Property, consisting of Association Property and a total of thirty-two (32) Units, each having appurtenant to it an undivided one thirty-second (1/32) interest in common in the Common Area, all as defined herein and in the Condominium Plan.

2.2. Division of Property. The Property is divided as follows:

A. Units. Each of the Units as separately shown, numbered and designated in the Condominium Plan, consists of the space bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames and trim. Bearing walls and support columns located within the interior of a Unit, if any, are Association Property, not part of the Unit, except for the finished surfaces thereof. The Unit includes wires, cables, pipes and conduits which are located within the boundaries of the Unit as defined herein and on the Condominium Plan, except therefrom any central services related pipes, ducts, chutes, conduits and wires wherever located within the Unit.

The Owner of two (2) or more Units which are horizontally contiguous may, with the consent of the Board, which consent shall not be withheld unreasonably, construct, at his expense and in accordance with detailed plans approved by the Board, a means of access, such as a doorway between such horizontally contiguous Units. The Owner of contiguous Units who has connected them in such manner shall have an easement for ingress, egress and passage through that portion of the Association Property which has been pierced in the process of constructing the means of access. The easement shall exist only for so long as the connected Units continue to be owned by the same Owner. If and when the Owner of such connected Units sells, transfers or conveys any one (1) of the Units, prior to the recordation of the deed or instrument of transfer, the means of access shall be sealed off, the portion of the Association Property that was so pierced shall, at Owner's expense, be completely reconstructed to its original as-built condition, and the easement that existed during the period that the Units were joined by virtue of such access, shall automatically terminate (provided, however, that horizontally contiguous Units with a tenant occupying two (2) or more of such Units under an existing lease in effect prior to the date this Declaration is recorded shall not be required to be sealed off until the earlier of the end of (a) the

applicable lease's term that was in effect prior to the date this Declaration is recorded (including any extension exercised under such lease, provided such extension right existed prior to the date this Declaration is recorded) or (b) the lawful occupancy of the tenant under such lease). No bearing walls shall be removed or altered and no "utility facilities," as that term is defined in Section 6.1, shall be removed, altered, or damaged in the course of such construction. No modifications to any portion of the Association Property shall be made which affect the structural integrity of the Project or impair any other Owner's reasonable use of such Association Property, or the utilities that may be located therein, or the value of the Project. All costs and expenses of such modifications and subsequent restoration of the modifications shall be borne by the Owner of the Units so joined. After approval of the proposed modifications by the Board and prior to commencement of work, the Owner making such modifications shall purchase an insurance policy in an amount acceptable to the Board to protect the Association and the Project against liens and to insure completion of the work. In joining Units, an Owner shall have such reasonable access to other Units as may be required to accomplish the modifications approved by the Board. Such modifications shall not, however, change the status of Condominiums which shall continue to be treated legally as separate Condominiums each entitled to one (1) vote, and each required to pay its separate assessment. In the event common ownership of joined Units is for any reason terminated, Association Property which has been altered shall be immediately restored to their original design and status (provided, however, that the Association Property between horizontally contiguous Units with a tenant occupying two (2) or more of such Units under an existing lease in effect prior to the date this Declaration is recorded shall not be required to be restored until the earlier of the end of (a) the applicable lease's term that was in effect prior to the date this Declaration is recorded (including any extension exercised under such lease, provided such extension right existed prior to the date this Declaration is recorded) or (b) the lawful occupancy of the tenant under such lease).

Each Unit is subject to such encroachments as are contained in the Building, whether the same now exist or may be later caused or created in any manner referred to in Section 8.5. In interpreting deeds and the Condominium Plan, the then existing physical boundaries of a Unit shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or Condominium Plan, regardless of settling or lateral movement of the Building and regardless of minor variance between boundaries shown on the Condominium Plan or deed and those of the Building. Each Unit shall have appurtenant to it nonexclusive rights and easements for ingress, egress and support through the Association Property as described below in Section 2.2(B) and, if any, certain rights with respect to Exclusive Use Easement Area as set forth in this Declaration.

B. Association Property and Common Area. The remainder of the Property constitutes and shall be referred to herein as "Association Property" except for the portion of the Property described in the Condominium Plan as Common Area. Association Property is held in fee title by the Association. Each Unit shall have appurtenant to it nonexclusive rights and easements for ingress, egress and support through the Association Property. Each Owner and its Permittees may use the Association Property in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of any other Owners, subject to the rights of Owners in any Exclusive Use Easement Area appurtenant to that Owner's Unit. Each Owner shall also have, as appurtenant to his Unit, an undivided one thirty-second (1/32) interest in common in the Common Areas. The ownership of each Condominium shall

include a Unit and such undivided interest in the Common Area. This Common Interest appurtenant to each Unit is declared to be permanent in character and cannot be altered without the consent of all the Owners affected, as expressed in an amendment to this Declaration.

C. Exclusive Use Easement Areas. The following described portions of the Association Property, referred to as "Exclusive Use Easement Areas," are hereby set aside and allocated for exclusive use of the Owner of the Unit to which they are assigned or attached. The rights with respect to any Exclusive Use Easement Areas shall be appurtenant to the Unit to which they are assigned or attached. In addition, the following additional terms in this Section 2.2(C), if any, for each Exclusive Use Easement Area shall apply to such respective Exclusive Use Easement Area.

(1) The heating and air conditioning equipment (HVAC) serving a Unit is part of the Unit and belongs to the Owner of that Unit, but shall be maintained by the Association or its agents pursuant to Section 5.1(A). The space occupied by said equipment, wherever located, shall be restricted to the exclusive use of the Unit Owner whose heating and air conditioner equipment occupies such space.

(2) All utilities going through Association Property for exclusive use of a Unit (including exclusive use of an electric vehicle charging station/equipment located in Association Property to serve the Unit, or its Owner or any of such Owner's Permittees (if any) and, if applicable, exclusive use of the Building sign described in Section 2.2(C)(4) below, and equipment related thereto) are part of the Exclusive Use Easement Areas. The Owner of such exclusive utilities shall obtain the Association's prior approval to install the utilities and to restore any portion of the Association Property damaged by such installation. The Owner shall be responsible for all electricity charges incurred by (i) its Unit for its individual HVAC unit use, (ii) electric vehicle charging station/equipment located in Association Property serving its Unit, or its Owner or any of such Owner's Permittees (if any) and (iii) the Building sign located in the Association Property as described in Section 2.2(C)(4), and equipment related thereto (for Unit ___ only) (which will be measured by the Association and/or its agent using meter(s)).

(3) LEFT INTENTIONALLY BLANK

(4) Subject to the terms of this Section 2.2(C)(4), the signage spaces on or about the Building that are designated as Exclusive Use Easement Areas on the Condominium Plan, if any, are part of the Exclusive Use Easement Areas and the right to the exclusive use of such signage space for the purposes set forth in this Section 2.2(C)(4) are hereby assigned to Unit ___ as such right pertains to Exclusive Use Easement Area S1 and to Unit ___ as such right pertains to Exclusive Use Easement Area S2. Such signage right(s) shall be appurtenant to the Unit(s) to which it is assigned, and such signage space:

(i) shall be used by the Owner of the Unit that the signage right is appurtenant to (and any of its Permittees) only for signage purposes that are incidental to the use of the Unit that the signage right is appurtenant to;

(ii) may not be rented or leased in any way by the Owner of the Unit that the signage right is appurtenant to (or any of its Permittees) except

in connection with, and incidental to, a lease of the Unit that the signage right is appurtenant to;

(iii) in connection with the exercise of the signage right, shall contain no more than one (1) sign per Exclusive Use Easement Area;

(iv) in connection with the exercise of the signage right, may not contain any sign or equipment that produces any smoke, sound, music or vibration;

(v) in connection with the exercise of the signage right, may not contain any moving parts; and

(vi) may not be altered in any way (including, but not limited to, installation of any sign or equipment related thereto) by the Owner of the Unit that the signage right is appurtenant to, or any of its Permittees, without the Board's approval (which approval shall not be unreasonably withheld).

The use of such signage space shall be subject to any applicable law, regulation, rule or restriction. The Owner of the Unit that such signage right is appurtenant to shall be responsible, at its cost, for any and all installation, operation, inspection, maintenance, repair, replacement and removal with respect to any use of such signage right (subject to the Board's approval, in each case, of the Person actually carrying out any of the foregoing and the method, which approval shall not be unreasonably withheld), and shall comply as quickly as reasonably possible with any reasonable requirement or request of the Board. Such Owner shall be responsible for (a) all electricity charges arising from the use of such signage right (which will be measured by the Association and/or its agent using meter(s)), (b) all costs for any repair of the damages caused by such Owner or any of its Permittees, and (c) at such Owner's cost, any future municipal, state or federal building or fire code mandated upgrades or improvements applicable to such signage space, or any related equipment, arising from the use of such signage right.

In the event such Owner fails to carry out any of its responsibilities under this Declaration with respect to such signage right (including, without limitation, maintenance and repair), the Board may notify such Owner of the work required and request it be done within a reasonable time under the circumstances from the giving of such notice. In the event such Owner fails to carry out such work within such period, the Association may cause such work to be done and charge the cost thereof to the Owner, which cost shall bear interest at the rate of twelve percent (12%) per annum (but no greater than the maximum rate authorized by law) until paid in full. If such Owner disputes his or her responsibility with respect to the foregoing and provides written notice of such to the Association, the Owner shall be entitled to notice and a hearing as provided in the Bylaws before any charge may be imposed.

To the fullest extent permitted by law, the Owner of the Unit that such signage right is appurtenant to shall indemnify and hold the Association and all the other Owners harmless from any damage or liability arising or resulting from any use of such signage right. A separate indemnification agreement, additional insurance coverage and any other reasonable requirement or standard may be required by the Association, and the Owner of the Unit that the signage right is appurtenant to shall comply as quickly as reasonably possible.

The costs of temporary relocation (if any) in connection with such signage space during repair or maintenance of any Common Area by the Association shall be borne by the Owner of the Unit that such affected signage right is appurtenant to.

The rights with respect to the signage space described in this Section 2.2(C)(4) are hereby established and shall not be separated or separately conveyed from Unit 200, and such rights shall be deemed to be conveyed or encumbered with their respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

(5) LEFT INTENTIONALLY BLANK

(6) Except as described herein, no other portion of the Association Property shall be Exclusive Use Easement Area.

D. No Separate Conveyance of Common Interests. The Common Interests are hereby established and are to be conveyed with the respective Condominiums, shall not be separated or separately conveyed from a Unit, and such interests shall be deemed to be conveyed or encumbered with their respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

2.3. Rights of Entry and Use. The Units and Association Property, including Exclusive Use Easement Area, shall be subject to the following rights of entry and use:

A. The right of the Association agents or employees to enter any Unit to cure any violation of this Declaration or the Bylaws, provided that, except in the case of an emergency, the Owner has received notice and a hearing as required herein or by the Bylaws and the Owner has failed to cure the violation or to take steps necessary to cure the violation within thirty (30) days after finding of a violation by the Association.

B. The access rights of the Association to maintain, repair or replace improvements or property located within Association Property and Exclusive Use Easement Areas as described in Section 5.2(E).

C. The rights of the Owners, the Association and the Declarant to install, maintain, repair or replace utilities as described in Article VI.

D. The encroachment easements described in Section 8.5.

E. The rights of Owners to make improvements or alterations authorized by California Civil Code Section 6714(a)(2), subject to the provisions of Section 7.8 to the extent applicable.

F. The right of the Association to reasonably fulfill its duty to maintain, repair, replace, restore, operate or manage those items described in this Declaration that it is obligated to maintain, repair, replace, restore, operate or manage.

G. The rights of Owners and their Permittees for ingress, egress and support through the Association Property as described above in Section 2.2(B).

2.4. Partition Prohibited. Association Property and Common Area shall remain undivided as set forth above. Except as provided by California Civil Code Section 6656, no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project. Judicial partition by sale of a single Condominium owned by two (2) or more Persons and division of the sale proceeds is not prohibited hereby but partition of title to a single Condominium is prohibited.

2.5. Residential Uses Prohibited. The Units shall be used exclusively for non-residential uses as described in Article VII and as otherwise permitted herein.

2.6. Amendments of Governing Documents Affecting Developer's Rights. Pursuant to California Civil Code Section 6608, provisions of this Declaration, the Bylaws and the Articles which affect to the construction and marketing of the development may not be deleted or amended until the Declarant has completed the construction and marketing of the Project.

ARTICLE III.

ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1. Association to Manage Association Property and Common Area. The management of Association Property and Common Area and any other property that may come under the control of the Association shall be vested in the Association as provided herein and in accordance with the Bylaws.

3.2. Membership. The Owner of a Condominium shall automatically, upon becoming the owner of same, be a Member of the Association, and shall remain a Member thereof until such time as the ownership ceases for any reason, at which time the membership in the Association shall automatically cease. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of the Condominium to which it is appurtenant, and then only to the purchaser, in the case of a sale, or Mortgagee, in the case of an encumbrance of such Condominium. On any transfer of title to an Owner's Condominium, including a transfer on the death of an Owner, membership passes automatically with title to the transferee. A Mortgagee does not have membership rights until it obtains title to the Condominium by foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void. No Member may resign his or her membership. On notice of a transfer, the Association shall record the transfer on its books.

3.3. Membership and Voting Rights. Members shall all be Owners and, except as set forth below with respect to the Declarant, shall be entitled to one vote for each Condominium owned. When more than one (1) Person holds an interest in any Condominium, all such Persons shall be Members but there shall only be one (1) vote for each Condominium. The vote for such Condominium shall be exercised as determined among them.

3.4. Two Classes of Membership. For so long as Declarant owns any Condominium in the Project, the Association shall have two (2) classes of voting membership:

A. Class A. Class A Members shall be those Owners described in Section 3.2 above, with the exception of Declarant, for so long as there exists a Class B membership. Each Class A Member shall be entitled to one (1) vote for each Condominium owned.

B. Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Condominium owned in the Project. The Class B membership shall cease and be converted to Class A Membership at such time as Declarant no longer owns a Condominium within the Project.

ARTICLE IV.

ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Condominium within the Project, hereby covenants, and each Owner of any Condominium by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees: (1) to pay the Association Annual Assessment or charges, and Special Assessment for purposes permitted herein, such assessments to be established and collected as hereinafter provided, and (2) to allow the Association to enforce any assessment lien established hereunder by nonjudicial proceedings under a power of sale or by any other means authorized by law. The Annual Assessment and Special Assessment, together with interest, late charges, collection costs and reasonable attorney fees, shall be a charge on the Condominium and shall be a continuing lien upon the Condominium against which each such assessment is made, the lien to become effective upon recordation of a notice of delinquent assessment. Each such assessment, together with interest, late charges, collection costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Condominium at the time when the assessment fee was due. No Owner shall be exempt from liability for payment of assessments by waiver of the use or enjoyment of any Association Property and Common Area or by the abandonment of the Owner's Condominium.

The right to collect and enforce assessments is vested in the Board acting on behalf of the Association. The Board or its authorized representative, including any manager, can enforce the obligations of the Owners to pay assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or the Board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to this Declaration to enforce the lien rights created.

4.2. Notice of Delinquency. Before the Association may place a lien upon a Condominium for a delinquency in the payment of any assessment as described herein, the Association shall notify the Owner of such Condominium in writing by certified mail of the fee and penalty procedures of the Association, provide an itemized statement of the charges owed by the Owner, including items on the statement which indicate the principal owed, any late charges and the method of calculation, any attorney's fees, and the collection practices used by the Association, including the right of the Association to recover the reasonable costs of collection. The Association shall comply with any other requirements set forth in California Civil Code Section 6812. In addition, any payments toward such a debt shall first be applied to the principal owed, and only after the principal owed is paid in full shall such payments be applied to interest or collection expenses.

4.3. Creation of Lien. Subject to the notice requirements herein, if there is a delinquency in the payment of any assessment, any amounts that are delinquent, together with late charges, interest, reasonable collection costs and reasonable attorney's fees, shall be a lien against such Condominium on the recordation in the office of the county recorder where the Project is located of a notice of delinquent assessment as provided in California Civil Code Section 6814. The notice of delinquent assessment shall state the amount of the assessment, a description of the Owner's interest in the Condominium against which the levy is being made, the name of the record Owner of the Condominium against which the lien is being imposed and, in order for the lien to be enforced by nonjudicial foreclosure, shall also include the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice of delinquent assessment shall be signed by a Person designated by the Association for that purpose or, if no particular Person is so designated, by the President and mailed in the manner set forth in Civil Code Section 2924b to all record Owners of the Condominium no later than ten (10) calendar days after recordation. Upon payment of the sums specified in the notice of delinquent assessment, the Association shall record a further notice stating the satisfaction and release of the lien thereof.

4.4. Enforcement of Lien. As provided in California Civil Code Section 6820(a), after the expiration of thirty (30) days following the recording of a lien created herein, said lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to California Civil Code Section 2934a. Any sale by the trustee shall be conducted in accordance with the provisions of California Civil Code Sections 2924, 2924b, and 2924c, applicable to the exercise of powers of sale in Mortgages and deeds of trust.

4.5. Waiver of Exemptions. Each Owner, to the extent permitted by law, waives, to the extent of any liens created hereunder, the benefit of any homestead or exemption law of California in effect at the time any assessment or installment becomes delinquent or any lien is imposed.

4.6. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the economic interest, health, safety, and welfare of all the Owners and to enable the Association to perform its obligations hereunder.

4.7. Assessments.

A. Annual Assessments. The Board shall establish and levy annual assessments in an amount that the Board estimates will be sufficient to raise the funds needed to perform the duties of the Association during each fiscal year. Each Unit's share of such Annual Assessment shall be in accordance with the percentages set forth in Exhibit "C". The Board, in its discretion, may separately itemize said electric utility charges from a base Annual Assessment. The Board may also elect to collect the Annual Assessment through regular assessments monthly, quarterly, semi-annually or annually (due and payable on the date or dates as determined by the Board). The duty of each Owner to pay its pro-rata share of the Annual Assessment begins one business day after close of escrow on the Unit, whether the Unit is occupied or not.

Declarant may collect from each Owner as a part of the escrow proceeds upon such Owner's purchase of a Unit, an amount equal to two (2) months' payment of the Annual Assessment, which amount will, together with funds collected from all other Unit purchasers,

provide initial funding for the operation of the Association. The first monthly payment of the Annual Assessment for each such Unit will thereafter be due on the first day (or another day if determined by the Board) of the third month following close of escrow for the purchase and sale of such Unit.

(1) Electric Utility Charges. All charges for the Project's electric utilities are measured on a master meter and billed to the Association. Therefore, the Project's electric utility charges shall be prorated and billed directly to Owners, as part of the Annual Assessment, in accordance with the terms and procedures set forth in the attached Exhibit "E". Notwithstanding anything in this Declaration to the contrary, (i) the Association may begin collecting such charges from a new Owner on the first business day following the close of escrow for the purchase of the Unit, (ii) the new Owner shall be responsible for all electricity charges due from the Unit (if any) for the latest billing period during which the transferor was an Owner, whether or not any charges were incurred by the new Owner (it shall be the responsibility of the transferor and new Owner to allocate said charges amongst themselves—and not the Association's), (iii) the master meter and all meters measuring electric utility usage respecting (a) each Unit's individual HVAC unit, (b) any electric vehicle charging station/equipment located in Association Property serving any Unit, or its Owner or any of such Owner's Permittees (if any) or (c) the Building sign located in Association Property as described in Section 2.2(C)(4) (if any), are owned and maintained by the Association and all costs borne to maintain, repair or replace said meters shall be included as part of the base Annual Assessment and not separately itemized, and (iv) in any dispute by an Owner pertaining to electric utility charges, the disputing party shall first provide written notice to the Board of the substance and nature of the dispute, no less than thirty (30) days prior to taking any form of legal action permitted in this Declaration.

B. Special Assessments. The Board, at any time, may levy a special assessment in order to raise funds for unexpected operating or other costs, sufficient operating or reserve funds, or such other purposes as the Board in its discretion considers appropriate. Such Special Assessment shall be allocated among the Units and paid by the Owners in the same manner as the Annual Assessment; provided, however, that:

(1) A Special Assessment to raise funds for the repair, replacement or addition to Association Property or Common Area affecting less than all of the Units shall be levied equally among those Units affected, unless the Board otherwise determines.

(2) The Board may levy a Special Assessment against a Member to reimburse the Association for costs incurred in bringing the Member and his Unit into compliance with the provisions of the Project Documents.

(3) Should the Board determine that a Special Assessment is needed for the repair or maintenance of any Exclusive Use Easement Area, said Special Assessment shall be levied against the Owner of the Unit to which the right to certain exclusive use of such Exclusive Use Easement Area is appurtenant.

4.8. Capital Contribution. Each initial purchaser of a Condominium from Declarant shall pay into escrow for such purchase, a non-refundable amount equal to two (2) months' payment of the Annual Assessment, which amount shall, together with such funds collected from

all other initial Condominium purchasers, be released at close of escrow to Declarant as funds of the Association and shall provide initial funding for the operation of the Association. This initial capital contribution will be paid in addition to the Annual Assessment otherwise due and payable to the Association.

4.9. Reserves for Replacement. As part of the Annual Assessment as authorized above, the Board of Directors shall in its discretion annually fix the amount to be contributed to reserve funds for the purpose of defraying, in whole or in part, the cost or estimated cost of the future repair, replacement or additions to the major improvements or fixtures that the Association is obligated to maintain and repair; provided, however, that each Unit's share shall be in accordance with the percentages set forth in Exhibit "C". Such determination shall be made after consideration of the need for additional funds and of the Association's capital position. The Board shall fix the method of payment of such assessments and shall be empowered to permit either lump sum or regular payments. Such reserve funds may not be expended for any purpose other than repairing, replacing or adding to the major improvements or fixtures that the Association is obligated to maintain (or litigation involving such) without the consent of Owners holding a majority of the voting power either at a duly held meeting or by written ballot.

4.10. Authorization. Any action authorized under this Declaration, which requires a vote of the membership, shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than ninety (90) days in advance of the meeting specifying the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. The action may also be taken without a meeting pursuant to the provisions of California Corporations Code Section 7513.

4.11. Allocation of Assessments. Unless otherwise set forth in this Declaration, all assessments, both the Annual Assessment and Special Assessment, will be levied in accordance with the percentage shares set forth in Exhibit "C".

4.12. Date of Commencement of Annual Assessment; Due Dates. The Annual Assessment provided for herein shall commence as to each Condominium on the first day of the month following closing of the escrow for the initial sale of such Condominium by Declarant to an Owner. Subject to compliance with the provisions of Section 4.7, the Board of Directors shall determine and fix the amount of the Annual Assessment (to the extent possible) against each Condominium and send written notice thereof to every Owner at least thirty (30) days in advance of each Annual Assessment period. The due dates will be on the 1st of every month (or another date determined by the Board if at least thirty (30) days written notice is provided to all Owners). If the Association does not receive the amount due from the Owner before the 5th of the month (or another date determined by the Board if at least thirty (30) days written notice is provided to all Owners), a 10% late charge will be applied. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Condominium have been paid. Such a certificate shall be conclusive evidence of such payment.

4.13. Transfer of Condominium by Sale or Foreclosure. Sale or transfer of any Condominium shall not affect the assessment lien. However, the sale of any Condominium pursuant to foreclosure of a Mortgage shall extinguish the lien of such assessments (including

attorney's fees, late charges, or interest levied in connection therewith) as to payments which became due prior to such sale or transfer (except for assessment liens recorded prior to the Mortgage). No sale or transfer shall relieve such Condominium from liability for any assessments thereafter becoming due or from the lien thereof.

Where the Mortgagee of a Mortgage of record or other purchaser of a Condominium obtains title to the same as a result of foreclosure of any such Mortgage, such acquirer of title, his successor and assigns, shall not be liable for the share of the assessments by the Association chargeable to such Condominium which became due prior to the acquisition of title to such Condominium by such acquirer (except for assessment liens recorded prior to the Mortgage). Such unpaid share of assessments shall be deemed to be Common Expenses collectible from all of the Condominium Owners including such acquirer, his successors or assigns.

If a Condominium is transferred, the grantor shall remain liable to the Association for all unpaid assessments against the Condominium through and including the date of the transfer. The grantee shall be entitled to a statement from the Association, dated as of the date of transfer, setting forth the amount of the unpaid assessments against the Condominium to be transferred and the Condominium shall not be subject to a lien for unpaid assessments in excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any assessments that become due after the date of the transfer.

4.14. Priorities; Enforcement; Remedies. If an assessment is delinquent, the Association may record a notice of delinquent assessment and establish a lien against the Condominium of the delinquent Owner prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any Mortgage of record made in good faith and for value. The notice of delinquent assessment shall state the amount of the assessment, collection costs, attorney's fees, late charges and interest, a description of the Condominium against which the assessment and other sums are levied, the name of the record Owner, and the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice shall be signed by any officer of the Association or any management agent retained by the Association or its attorney.

An assessment lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to California Civil Code Section 2934a. Any sale by the trustee shall be conducted in accordance with the provisions of Sections 2924, 2924b, 2924c, 2924f, 2924g, and 2924h of the California Civil Code, including any successor statutes thereto, applicable to the exercise of powers of sale in Mortgages, or in any other manner permitted by law. Nothing herein shall preclude the Association from bringing an action directly against an Owner for breach of the personal obligation to pay assessments.

Fines and penalties for violation of restrictions are not "assessments," and are not enforceable by assessment lien.

The Association, acting on behalf of the Owners, shall have the power to bid for the Condominium at foreclosure sale, and to acquire and hold, lease, Mortgage and convey the same. Where the purchase of a foreclosed Condominium will result in a five percent (5%) or greater increase in assessments, the purchase shall require the vote or written consent of a majority of the total voting power of the Association. During the period a Condominium is owned by the

Association, following foreclosure: (1) no right to vote shall be exercised on behalf of the Condominium; (2) no assessment shall be assessed or levied on the Condominium; and (3) each other Condominium shall be charged, in addition to its usual assessment, its share (which shall be equally among those other Condominiums, unless the Board otherwise determines) of the assessment that would have been charged to such Condominium had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorneys' fees shall be attainable without foreclosing or waiving the lien securing the same.

After acquiring title to the Condominium at foreclosure sale following notice and publication, the Association may execute, acknowledge and record a deed conveying title to the Condominium which deed shall be binding upon the Owners, successors and all other parties.

The Board may temporarily suspend the voting rights of a Member who is in default in payment of any assessment, after notice and hearing, as provided in the Bylaws.

4.15. Unallocated Taxes. In the event that any taxes are assessed against Association Property or Common Area, or the personal property of the Association, rather than against the Condominiums, the taxes shall be included in the Annual Assessment made under the provisions of Section 4.1 and, if necessary, a Special Assessment may be levied against the Condominiums in an amount equal to the taxes, to be paid in two (2) installments, thirty (30) days prior to the due date of each tax installment.

4.16. No Offsets. All assessments shall be payable in the amount specified by the assessment and no offsets against such amount shall be permitted for any reason, including without limitation, as a result of a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

4.17. Assessment Surplus. The Assessment is an estimated amount. Association will reconcile the account quarterly by the end of the following month. The actual expense will be recorded and charged to each Unit accordingly. To try to qualify for a non-profit tax status, any surplus, excluding reserves, calculated by this reconciliation shall be credited to each Unit and used against future Assessment, adjusted annually. No refund of the surplus shall be made. If a Unit is sold, the surplus of the above Assessment shall be credited to the Seller through Escrow.

ARTICLE V.

DUTIES AND POWERS OF THE ASSOCIATION

5.1. Duties. In addition to the duties enumerated in its Bylaws, or elsewhere provided for in this Declaration, the Association shall perform the following duties:

A. Maintenance. Except as herein otherwise provided, the Association shall maintain, repair, replace, restore, operate and manage all Association Property and all of the Common Area and all facilities (including the utility facilities to the extent described in Section 6.3), improvements, furnishings, equipment and landscaping thereon, and all property that may be acquired by the Association, provided that each Owner shall maintain the Exclusive Use Easement Area, if any, appurtenant to that Owner's Unit (including the Exclusive Use Easement Area that

the Owner's Unit has an appurtenant right to certain exclusive use of, if any) in a neat and clean condition.

Except as herein otherwise provided, maintenance by the Association shall include without limitation: HVAC equipment of each Unit; painting, maintaining, cleaning, repairing and replacing of all Association Property (excluding any sign or equipment located in Association Property arising from the use of the signage right described in Section 2.2(C)(4)); the exterior and roof of the Building (including exterior doors and exterior windows of the Building, but excluding interior cleaning of such exterior doors and exterior windows that both adjoin a Unit and can be cleaned from within such Unit); Unit entrance doors located in the hallway of the Building (but excluding interior cleaning of such Unit entrance doors that can be cleaned from within a Unit); parking and any other paved areas, elevators, interior hallway and lobby areas, trash enclosures, lighting, sewer and drainage, landscaping and irrigation, seating and outdoor facilities within Association Property; periodic maintenance and testing of all built-in fire protection devices and equipment originally installed or replaced within the Project (if any); repairs and maintenance for wood-destroying pests or organisms; and the exterior cleaning of Association Property windows.

The Association shall inspect, test and maintain the Building's water-based fire protection systems in accordance with the frequencies required by the NFPA 25: Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems, 2013 California Edition, publication.

With respect to the Building's fire alarm and fire detection systems (if any), the Association's maintenance and testing schedules and procedures shall be in accordance with the California Fire Code (California Code of Regulations, Title 24, Part 9) and the NFPA 72: National Fire Alarm and Signaling Code publication. The Association shall maintain records of inspection, testing and maintenance of such fire alarm and fire detection systems.

The Association shall be responsible, at its cost, for any future municipal, state or federal building or fire code mandated upgrades or improvements applicable to Association Property, except to the extent otherwise set forth in Section 2.2(C)(4) with respect to the signage right described in said Section 2.2(C)(4).

The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or omission of an Owner, or any of its Permittees, the cost of which is not covered by insurance carried by the Association. Such repairs shall be made by the responsible Owner, provided the Board approves the Person actually making the repairs and the method of repair.

If the responsible Owner fails to take the necessary steps to make the repairs within a reasonable time under the circumstances, the Association shall make the repairs and charge the cost thereof to the responsible Owner, which cost shall bear interest at the rate of twelve percent (12%) per annum (but no greater than the maximum rate authorized by law) until paid in full. If an Owner disputes his or her responsibility for the repairs and provides written notice of such to the Association, the Owner shall be entitled to notice and a hearing as provided in the Bylaws before any charge may be imposed.

For the purpose of preserving the value of the Project and saving cost with scale economy, the Association will initially employ Declarant (or an entity related to Declarant) to initially perform maintenance and management duties for the Association.

B. Insurance. The Association shall maintain such policy or policies of insurance as are required by Section 8.8 of this Declaration.

C. Discharge of Liens. The Association shall discharge by payment, if necessary, any lien against Association Property, and charge the cost thereof to the Member or Members responsible for the existence of the lien (after notice and a hearing, as provided in the Bylaws).

D. Assessments. The Association shall fix, levy, collect and enforce assessments as set forth in Article IV hereof.

E. Payment of Expenses. The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

F. Enforcement. The Association shall make all reasonable efforts to enforce this Declaration.

5.2. Powers. In addition to the power enumerated in its Bylaws, or elsewhere provided for herein, the Association shall have the following powers:

A. Utility Service. In the event that a utility service cannot be provided and billed to the individual Condominiums, the Association shall have the authority to obtain, for the benefit of all of the Condominiums, all water, gas and electric service and refuse collection, and janitorial service. The Board may determine an increased share of utility costs will be allocated to a particular Condominium if it reasonably appears to the Board that a particular Condominium does, or can reasonably be expected to, use more than an average amount of utilities. In the event any Owner disagrees with the Board's allocation of utility costs, that Owner may have the matter submitted to binding arbitration under the rules of the American Arbitration Association. The Association shall pay the charges on any commonly metered utility or common service serving the Project as a whole.

B. Easements. The Association shall have authority, with the approval of two-thirds (2/3) of the total voting power of the Association, to grant easements in addition to those shown on the Map, where necessary for utilities, cable television, cross lot drainage or sewer facilities in, over, across or under Association Property to serve Association Property and the Condominiums.

The Association shall have the authority to ensure Members' compliance with all easements, covenants, conditions and restrictions on the Property, including but not limited to the REA and the Parking Management Plan, if any, approved by the City applicable to the Project.

C. Manager. The Association will initially employ Declarant or its agents to perform all or any part of the duties and responsibilities of the Association, except for the responsibility to levy fines, impose discipline, hold hearings, file suit, record or foreclose liens, or make capital expenditures. The Association has the right to terminate the same, or any firm

thereafter, at the second annual meeting of the Members of the Association; and to terminate the same for cause on thirty (30) days' written notice, or without cause or payment of a termination fee on ninety (90) days' written notice.

D. Adoption of Rules. The Association or the Board may adopt reasonable rules not inconsistent with this Declaration relating to the use of Association Property and all facilities thereon, and the conduct of Owners and their Permittees with respect to the Project and other Owners.

E. Access. For the purpose of performing construction, maintenance or emergency repair for the benefit of Association Property, the Owners in common or the neighboring Owners, the Association's agents or employees or the neighboring Owners' agents or contractors (the "Access Grantee") shall have the right, after reasonable notice (not less than seventy-two (72) hours except in emergencies) to the Owner thereof, to enter any Unit, and any Exclusive Use Easement Area appurtenant thereto (including Exclusive Use Easement Area that a Unit has an appurtenant right to certain exclusive use of), or to enter any portion of Association Property at reasonable hours. Such entry shall be made with as little inconvenience to the Owner as practicable and any damage caused thereby shall be repaired by the responsible party at its expense. If the entry is scheduled not during normal business hours, the Owner can require the Access Grantee to pay reasonable compensation, but no more than fifteen dollars ($15) per hour, for Owner's staff to supervise the work. Owner shall respond to the request within reasonable time, but no more than three (3) business days, after the Access Grantee makes the request and grant the access thereafter, but only after Access Grantee presents satisfactory insurance certificates and waiver if required.

F. Assessments, Liens, and Fines. The Association shall have the power to levy and collect assessments in accordance with the provisions of Article IV hereof. The Association may impose fines or take disciplinary action against any Owner for failure to pay assessments or for violation of any provision of the Condominium Documents. Penalties may include fines, temporary suspension of voting rights, or other appropriate discipline, provided that the Member is given notice and a hearing as provided in the Bylaws before the imposition of any fine or disciplinary action.

G. Acquisition and Disposition of Property. The Association shall have the power to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association. Any transfer of real property shall be by recorded document and, unless otherwise stated in this Declaration, approved by two-thirds (2/3) of the total voting power of the Association.

H. Loans. The Association shall have the power to borrow money and, only with the consent (by vote or written consent) of two-thirds (2/3) of the total voting power of the Association, to Mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

I. Dedication. The Association shall have the power to dedicate all or any part of Association Property to any public agency, authority, or utility for such purposes and subject to

such conditions as may be agreed to by the Members. No such dedication shall be effective unless two-thirds (2/3) of the total voting power of the Association has agreed to such dedication.

J. Contracts. The Association shall have the power to contract for goods and services for the discharge of its responsibilities, subject to the limitations of the Bylaws, or elsewhere set forth in the Condominium Documents.

K. Delegation. The Association, the Board, and the officers of the Association shall have the power to delegate their authority and powers to committees, officers or employees of the Association, or to a manager employed by the Association, provided that the Board shall not delegate its responsibility:

(1) To make expenditures for capital additions or improvements chargeable against the reserve funds;

(2) To conduct hearings concerning compliance by an Owner or any of its Permittees with the Declaration, Bylaws or rules and regulations promulgated by the Board;

(3) To make a decision to levy monetary fines, impose a Special Assessment against individual Condominiums, temporarily suspend an Owner's rights as a Member of the Association or otherwise impose discipline;

(4) To make a decision to levy an Annual Assessment or Special Assessment; or

(5) To make a decision to bring suit, record a claim of lien or institute foreclosure proceedings for default in payment of assessments.

L. Security. The Association shall have the power (but not the obligation) to contract for security service for Association Property.

M. Appointment of Trustee. The Association, or the Board acting on behalf of the Association, has the power to appoint or designate a trustee to enforce assessment liens by sale.

N. Litigation. Subject to the requirements of any other provisions of this Declaration (including provisions requiring arbitration under certain circumstances), the Board may file suit in order to enforce the terms and provisions of this Declaration.

O. Other Powers. In addition to the powers contained herein, the Association may exercise the powers granted to a nonprofit mutual benefit corporation under California Corporations Code Section 7140.

5.3. Commencement of Association's Duties and Powers. Until formation of the Association, all duties and powers of the Association as described herein, including all rights of consent and approval shall be and remain the duties and powers of Declarant. From and after the date of the first annual meeting after title to seventy-five percent (75%) of the Units is vested in Owners other than Declarant or its agents, the Association shall assume all duties and powers, and

Declarant shall be relieved of any further liability therefor. The Association shall thereafter act as the agent of the Owners in this Project in all dealings with Declarant.

ARTICLE VI.

UTILITIES

6.1. Owners' Rights and Duties. The rights and duties of the Owners of Condominiums within the Project with respect to sewer, water, drainage, electric, gas, television receiving, telephone equipment, cables and lines, exhaust flues and heating and air conditioning facilities, fire suppression system (if any) and security alarm systems (if any) (hereinafter referred to, collectively, as "utility facilities") shall be as follows:

A. Whenever utility facilities are installed within the Project, which utility facilities or any portion thereof lie in or upon Units owned by anyone other than the Owner of a Unit served by the utility facilities, the Owners of any Units served by the utility facilities shall have the right of reasonable access for themselves or for utility companies to repair, replace and generally maintain the utility facilities as and when necessary. Reasonable access is defined herein as being from Monday through Friday during normal business hours of 8 a.m. to 5 p.m. Access shall further be granted at no charge during said normal business hours except that should extended days or hours be required whereby the affected Owner or his agents must be present or where access at any time causes losses or more than minor disruptions to said Owner's business, said affected Owner may charge a reasonable access fee in an amount that would adequately compensate such Owner for such extended periods, losses or disruptions.

B. Whenever utility facilities are installed within the Project which serve more than one (1) Unit, the Owner of each Unit served by the utility facilities shall be entitled to the full use and enjoyment of such portions of the utility facilities which service his Unit; except fire sprinkler and fire alarm systems located in each area (if any), which shall be maintained by the Association, but shall be protected by each Owner from any damage or abuse.

C. In the event of a dispute between Owners with respect to the repair, maintenance or rebuilding of the utility facilities, or with respect to the sharing of the cost thereof, then, upon written request of one (1) of such Owners addressed to the Association, the matter shall be submitted to arbitration pursuant to the rules of the American Arbitration Association, and the decision of the arbitrator(s) shall be final and conclusive on the parties.

D. Association Property utilities costs and utilities included on a master meter and billed to the Association shall be included in assessments, unless the Board makes a special allocation of such costs as provided in Section 5.2(A).

6.2. Easements for Utilities and Maintenance. Easements over and under the Property for the installation, repair and maintenance of electric, telephone, water, gas and sanitary sewer lines and facilities, heating, air conditioning, drainage facilities, walkways and landscaping as shown on the recorded Map, and as may be hereafter required or needed to service the Property, are hereby reserved by Declarant and its successors and assigns, until the sale of the first Condominium, and thereafter by the Association, together with the right to grant and transfer the

same. Said easements shall be in favor of Declarant, and its successors and assigns, and for the benefit of the Project and the Association.

6.3. Association's Duties. The Association shall maintain all utility facilities located within Association Property, the fire sprinkler and alarm systems (if any), and HVAC units for each Unit, except for (a) those facilities maintained by utility companies, public, private or municipal, and (b) those maintained by the Owners as described in Section 8.7. The Association shall pay all charges for utilities supplied to the Project except those metered or charged separately to the Units. The Association shall not be liable for and Owner shall not be entitled to, any reduction of Association dues by reason of Association's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockout or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of Association. The Association shall not be liable for loss of or injury to property in connection with furnishing or its failure to furnish any of the foregoing.

6.4. Metering of Utilities. Each Owner shall pay all utilities metered separately to his Unit as determined by the Association, and shall maintain and repair the utilities servicing only his Unit. The Association shall pay all utilities metered to a central meter and shall maintain and repair central utilities and services serving the Project as a whole.

6.5. Access Easements. Subject to the provisions of this Declaration, the Association and its Members shall have nonexclusive easements for ingress and egress over the portions of Association Property containing open space, and parking and driveway areas.

Any existing reciprocal fire lane or emergency ingress between the Property and an adjacent property shall maintain reciprocity, and no changes shall be made to such fire lane or emergency ingress without prior approval from the City's fire department.

6.6. LEFT INTENTIONALLY BLANK

ARTICLE VII.

USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Property and each Condominium therein is subject to the following:

7.1 Condominium Use. Condominium Units shall be occupied or used by the Owners and their Permittees only for use(s) in accordance with the approved zoning for the Project as provided in the City's Municipal Code. No medical use is allowed in the Project. Pursuant to this Declaration, no residential uses shall be allowed in any Unit, Association Property, or Common Area, and the following uses are also specifically prohibited:

A. Any distillation, refining or smelting operations;

B. Any mobile home or trailer court, outdoor storage of vehicles prohibited by City, labor camp, junkyard, stockyard or animal raising operation;

C. Any automobile, truck, motorcycle or boat repair shop, car wash, truck terminal or gas station;

D. Any mortuary, funeral parlor or mausoleum;

E. Any flea market or pawn shop;

F. Any adult bookstore or establishment selling, exhibiting or distributing pornographic or obscene materials;

G. Any bowling alley, bingo parlor, gambling hall, billiard parlor or skating rink;

H. Any video arcade, high-tech game center (e.g., laser tag) or other similar establishment, including any establishment incorporating coin-operated amusements or showing movies to its customers;

I. Any type of residential use including, without limitation, apartments, hotel, motel, mobile home or other lodging facility whether short or extended stay;

J. Any quarry and/or the drilling for and/or removal of soil, sand, gravel or subsurface substances or commercial excavation of construction materials or the creation of excessive quantities of dust, dirt or ash;

K. Any bar, teen club, saloon, cocktail lounge, nightclub, party room dance hall or tavern;

L. Any livery stable, or raising or keeping of livestock, kennel or dog pound;

M. Any circus or carnival grounds, or amusement park;

N. A gun range, or any facility selling or displaying guns or firearms of any kind;

O. The storage, sale or display of fireworks or explosives;

P. Any type of laundry, central laundry, laundromat or dry-cleaning plant;

Each Owner shall comply with the use restrictions contained in this Declaration. All proposed uses shall be pre-approved in writing by the City and the Association (and Declarant as long as Declarant owns any Condominium in the Project) before any tenant improvement commences. If the prior approval is not obtained by the Owner, the Association (and Declarant so long as Declarant owns any Condominium in the Project) shall have the right to act per Section 8.1 of this Declaration to enforce the use restrictions. The Owner is responsible for any losses that may be incurred due to incompatible uses of such Owner's Unit.

7.2. Nuisances. No noxious, illegal, noisy or seriously offensive activities shall be carried on upon any Condominium, or in any part of the Project, nor shall anything be done thereon which may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of an Owner's Condominium, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be cancelled or to cause a refusal to renew the same, or which will impair the structural integrity of the Building, or which will endanger the lives or health of occupants or the public. Reasonable safety precautions shall be used at all times by any Person using or storing oxygen, nitrous oxide or other potentially hazardous substances. Installation and storage of medical gases or substances shall be subject to approval of the Board. To the fullest extent permitted by law, Owners using medical gases or substances which are stored or installed within Association Property shall indemnify and hold the Association and all the other Owners harmless from any damage or liability arising or resulting from the storage or use of such substances. A separate indemnification agreement and additional insurance coverage shall be required and approved by the Association before such substances or related system can be stored or installed within Association Property.

Subject to the remaining provisions of this Section, an Owner shall be entitled to use and store only those Hazardous Materials that are necessary for such Owner's business, provided that such usage and storage is in full compliance with all applicable local, state and federal statutes, orders, ordinances, rules and regulations (as interpreted by judicial and administrative decisions). Each Owner shall give to the Association written notice of any spills, releases or discharges of Hazardous Materials within its Unit or within Association Property of which said Owner has knowledge, regardless of whether or not such spill, release or discharge was caused by such Owner. Each Owner covenants to investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Materials caused by the acts or omissions of such Owner, or any of its Permittees, at such Owner's sole cost and expense. Such investigation, clean up and remediation, if regarding Association Property, shall be performed after such Owner has obtained the Association's written consent, which shall not be unreasonably withheld, provided, however, that such Owner shall be entitled to respond immediately to an emergency without first obtaining the Association's written consent. To the fullest extent permitted by law, each Owner shall indemnify, defend and hold the Association and all other Owners harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, attorneys' and consultants' fees) arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of Hazardous Materials within such Owner's Unit or within Association Property if caused by the acts or omissions of such Owner or any of its Permittees.

7.3. Vehicle Parking, Restrictions and Towing. The Association shall have the authority to establish and enforce reasonable parking regulations, vehicle restrictions and towing on the Property. Each Owner and its Permittees shall comply with such parking regulations, and each Owner shall ensure that its Permittees comply with such parking regulations. At the Association's request, any and all Owners shall take all necessary actions to allow the Association to perform its duties pertaining to such parking regulations. A copy of such parking regulations shall be provided by each Owner to (i) any tenant under any contract for the lease of such Owner's Unit, prior to the tenant's occupancy of such Unit, and (ii) any buyer under any contract for the sale of such Owner's Unit, prior to the transfer of such Unit to the buyer. No trailer, camper, mobile home, boat, inoperable automobile or similar equipment shall be permitted to remain upon any area within the Property. No truck larger than 3/4 ton shall be parked on the Property other than delivery trucks or moving vans making pick-ups or deliveries. No noisy or smoky vehicles shall be operated on the Property. No unlicensed motor vehicles shall be operated upon the Property. The Association may cause the removal, without notice, of any vehicle parked in a marked fire lane, within fifteen (15) feet of a fire hydrant, in a parking space designated for handicapped without proper authority or in a manner which interferes with any entrance to, or exit from, the Project or any Condominium, parking space or garage located thereon. The Association shall not be liable for any damages incurred by the vehicle owner because of the removal in compliance with this Section or for any damage to the vehicle caused by the removal unless such damage resulted from the intentional or negligent act of the Association or any Person acting on behalf of the Association causing the removal of or removing said vehicle. If requested in writing by the owner of the vehicle, the Association shall state the grounds for the removal of same.

Notwithstanding the foregoing, temporary parking of delivery trucks, moving vans or trailers for a period of not more than one day for the purposes of loading and unloading shall be permitted if not inconsistent with the REA and the parking regulations, and extended parking in

excess of said period will only be allowed by permit to be issued and for a fee to be determined by the Association.

7.4. Signs. No individual Unit signs shall be displayed to the public view on any Condominiums or on any portion of the Project except (a) such signs for the name of the Project which are approved by the City (if any), (b) such signs, including, but not limited to, the Monument Sign, that are permitted by the City's applicable signage program (if any) and approved by the Board, (c) the sign(s) pursuant to Section 2.2(C)(4), if any, as must be approved by the City, and (d) such signs required to be displayed by applicable law. Signs shall conform to all applicable local ordinances and regulations, and any reasonable regulations established by the Association. No advertising or promotional activities such as pennants, lights, amplified sound or music, shall be permitted without the prior consent of the Board (provided that the Building sign(s) described in Section 2.2(C)(4) may utilize light if in accordance with said Section 2.2(C)(4)). Notwithstanding the foregoing, no permanent exterior signs are allowed. Notwithstanding the above provisions, signs indicating the number of each Unit and identifying the professional practice of the Owner or occupant of each such Unit may be displayed on interior entrance doors for each such Unit (or, if otherwise determined by the Board, may instead be displayed beside interior entrance doors for each such Unit in accordance with standards adopted by the Association). Additionally, the Association will maintain a directory at one or more appropriate locations within Association Property of the Project, identifying the professional practice and unit number thereof. "For Rent", "For Lease" and "For Sale" signs with permission from the City are permitted in the window of a Unit. All signage at the Project may be subject to reasonable standards adopted by the Association.

A. Monument Sign. For so long as Declarant owns any Condominium in the Project or any of the Monument Sign Current Tenants, hereinafter defined, occupies space at the Project under a lease with Declarant or Declarant's successor in which said lease gives Monument Sign Current Tenant the right to a space on the Monument Sign, Declarant reserves the right to decide the names that will be on the Monument Sign. Once Declarant no longer owns any Condominium in the Project and none of the Monument Sign Current Tenants occupy space at the Project under a lease with Declarant or Declarant's successor in which said lease gives Monument Sign Current Tenant the right to a space on the Monument Sign, the Board of Directors shall decide how to move forward with the Monument Sign at the next meeting of the Board of Directors immediately after such time.

B. Monument Sign Current Tenants. The following companies are tenants in the Project prior to the Project receiving entitlements to be subdivided into commercial office condominiums who have rights to spaces on the Monument Sign per a lease executed with Declarant. These companies shall be included in the Monument Sign Current Tenants.

(1) 7-Eleven, Inc., a Texas corporation, occupying the spaces prior to condominium entitlement known as Suite 150 and Suite 200 of the Project;

(2) PharMedQuest Pharmacy Services, a California corporation, occupying the spaces prior to condominium entitlement known as Suite 100, Suite 120, and Suite 125 of the Project;

(3) NMSI, Inc., a California corporation, occupying the space prior to condominium entitlement known as Suite 250.

7.5. Animals. No animals, reptiles, insects or birds of any kind shall be raised, bred, or kept in any Condominium, or on any portion of the Project.

7.6. Disposal of Medical Waste, Garbage and Refuse. Medical waste, garbage and refuse generated by the Owners and occupants of the Project will be disposed of as follows:

A. Medical Waste Disposal. Unless the Association adopts, through appropriate Board action, a program administered by the Association for the disposal of medical waste generated by the Owners and occupants of the Project, each Owner will be responsible for the disposal of medical waste from such Owner's Unit, in accordance with all applicable federal, state and local statutes, rules and regulations governing the disposal of medical waste. No medical waste shall be disposed of within the Project by dumping in the garbage containers, down the drains or otherwise. "Medical waste" means and refers to any solid waste that is generated in the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, including but not limited to: soiled or blood-soaked bandages, culture dishes and other glassware, discarded surgical gloves, discarded surgical instruments, needles, cultures, stocks, swabs, removed body organs or tissues, lancets and similar materials.

B. Garbage and Refuse Disposal. Rubbish, trash and garbage shall not be allowed to accumulate within Units or upon the Project. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All equipment, garbage cans or storage piles shall be kept screened and concealed from view of other Condominiums, streets and Association Property. Each Owner shall be responsible for the removal of his trash and garbage from his Unit. The Association shall be responsible for removal of trash and garbage from the central pickup points. No toxic materials or Hazardous Materials shall be disposed of within the Project by dumping in the garbage containers, down the drains or otherwise. Notwithstanding the foregoing, when depositing materials in the common trash bins, ample space within the trash containers must be available so that the material does not overflow onto the ground surrounding the trash container or in such a manner that will not allow the lid of said container to be closed. If the Association determines that any one Owner is using or requires more than a reasonable proportionate share of the available common trash container space, the Association shall, after written notification to said Owner, arrange for additional trash containers and/or pickups as may be deemed appropriate. All charges for said additional services shall be borne by the involved Owner and where allowed, billed directly to said Owner by the company providing said services.

7.7. Radio and Television Antennas or Dishes. No Owner shall construct and/or use and operate his own external radio and/or television antenna or satellite dish, without the consent of the Board. In considering whether to approve applications, the Board shall consider aesthetics and uniformity of appearance in the Project. All fees for the use of any external radio and/or cable television system shall be borne by the respective Condominium Owners and not by the Association.

7.8. Architectural Control. No fence, wall, obstruction, outside or exterior wiring, balcony, screen, awning, improvement or structure of any kind shall be constructed, installed, erected or maintained upon the Project, nor shall any alteration or improvement of any kind be

made thereto, unless approved by the Board or its authorized committee. Notwithstanding the foregoing, improvement or alterations to Unit interiors are not subject to review or control by the Board, but are subject to the City's approval and permitting process, provided that an Owner shall not, in the course of remodeling his Unit, damage or interfere with or impair any utility lines or mechanical systems which serve other Condominiums or impair the structural integrity of the Building or lessen the support of any portions of the Project.

The Association shall not cause to be made, or permit, any changes in the exterior or structural portion of the Building which materially affects the outward appearance of the Building or its structural integrity (provided that use of the signage right described in Section 2.2(C)(4), in accordance with said Section 2.2(C)(4), shall not be deemed as a change "in the exterior or structural portion of the Building which materially affects the outward appearance of the Building" within the meaning of this sentence). Any exterior changes are subject to written approval by a majority of the Owners (excluding exterior changes with respect to the use of the signage right described in Section 2.2(C)(4) in accordance with said Section 2.2(C)(4)). The purpose of the foregoing requirement is to assure architectural and aesthetic harmony of the Building.

7.9. Drapes. All drapes, curtains, window coverings, shutters, or blinds visible from the street or Association Property shall be of colors, materials and patterns which are approved by the Board or its authorized committee.

7.10. Liability of Owners for Damage to Association Property. Without limiting the Association's rights and remedies that may exist at law or in equity, the Owner of each Condominium shall be liable to the Association for all damage to Association Property caused by such Owner or any of its Permittees. The Association shall be responsible for repairing the damages (except to the extent otherwise set forth in this Declaration) and the liable Owner shall be responsible for the expenses as described in Section 5.1(A).

7.11. Vacancy; Option to Repurchase. Declarant desires to avoid the initial purchase of Units for speculation and also wishes to assure that, as quickly as reasonably possible, the Project is sold to Owners who will assure that the Units are actually used as soon as reasonably possible for use(s) that complies with Section 7.1 above. In furtherance of these purposes, not more than eighteen (18) months after title is transferred by Declarant to an Owner, each Unit shall be occupied and operated during regular business hours for use(s) that complies with Section 7.1 above. Any Unit that remains vacant for more than eighteen (18) months following the initial sale of such Unit by Declarant shall be subject to a repurchase option in favor of Declarant, as described herein. For purposes of this Section, a Unit will be deemed "vacant" if (a) it is not open to the public for use(s) that complies with Section 7.1 above; and (b) fixturization (the construction by Owner of interior improvements in order to allow use of the Unit for use(s) that complies with Section 7.1 above) has not been commenced or, if commenced, is not being diligently pursued. Declarant's option to repurchase will be subject to the following provisions:

(1) Declarant will provide a thirty (30) day written notice to Owner of the vacant Unit, indicating Declarant's intention to exercise this repurchase option.

(2) After receiving the notice, the Owner of the vacant Unit may (a) within such 30-day period, occupy the Unit or diligently commence and pursue to timely completion fixturization of the Unit; or (b) notify Declarant within five (5) days following receipt

of such notice from Declarant of the Owner's intention to convey the Unit to Declarant no later than sixty (60) days thereafter. Failure by an Owner to respond to such written notice from Declarant will be deemed an election to allow Declarant to repurchase the Unit.

(3) The purchase price for Declarant's repurchase of the Unit will be the original purchase price at which the Unit was sold to the Owner, excluding any costs of fixturization, delinquent taxes and assessments and closing costs. Taxes and assessments will be current and prorated as of close of escrow. The Owner will be responsible for any prepayment fees or penalties with respect to encumbrances that must be removed.

(4) If the repurchase escrow has not closed within thirty (30) days following the expiration of the original thirty (30) day period, Declarant may bring an action to specifically enforce its rights hereunder, in which case the prevailing party will be entitled, in addition to such other relief as may be granted, to a reasonable sum as its attorneys' fees and costs.

(5) An Owner who has elected or is deemed to have elected to resell his Unit to Declarant pursuant to this repurchase option shall keep the Unit in good condition and diligently clear any encumbrance and pay any delinquent taxes or assessments. Good and marketable title to such Unit will be conveyed to Declarant through escrow, free from delinquent taxes and encumbrances.

7.12. Overloading. No machinery, apparatus or appliance or equipment shall be located in any Unit, Exclusive Use Easement Area or within Association Property which will in any manner structurally overload the Building, or vibrate, shake or otherwise damage any portion of the Building (provided that installation of the Building sign described in Section 2.2(C)(4), and equipment related thereto, in accordance with said Section 2.2(C)(4) shall not be deemed to "otherwise damage any portion of the Building" within the meaning of this sentence).

7.13. Smoking Prohibited. Smoking is prohibited at the Project. Any Person (including Owners, tenants and employees, but not including business invitees) who engages in the act of smoking shall be subject to a fine of $300.00 payable to the Association for each violation. "No Smoking" signs shall be posted in the Project.

7.14. Restroom Access. Keys and/or codes (as determined by the Association) are used to control and gain access to the restrooms located within Association Property.

7.15. Roof Access. Access to the roof is prohibited at the Project for public use. Roof access is only for maintenance use.

ARTICLE VIII.

GENERAL PROVISIONS

8.1. Enforcement. The Association, the City (as described in 8.13 below) or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration, the Articles or the Bylaws. In an action to enforce the Project Documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as are ordered by

a court or an arbitrator. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

8.2. Invalidity of Any Provision. Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this Project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

8.3. Term. The covenants and restrictions in this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Unit, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners of the Condominiums, has been recorded agreeing to change the covenants and restrictions in whole or in part, or to terminate the same.

8.4. Amendments. After the close of escrow upon the sale of the first Condominium, this Declaration may be amended only by the affirmative vote, in person or by proxy, or written consent of Members representing a majority of the total voting power of the Association. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be certified in a writing executed and acknowledged by the President or Vice President of the Association and recorded in the Recorder's Office of the County of Orange. Any amendment to this Declaration related to the Conditions of Approval will also require prior written consent from the City.

8.5. Encroachment Rights. If any portion of Association Property encroaches on any Unit or in any part thereof or any portion of a Unit encroaches on any Association Property due to engineering errors, errors or adjustments in original construction, condominium conversion, renovation, reconstruction, repair, settlement, shifting or movement of the Building, or any other cause, the Owner of the encroaching element shall have the right to maintain, repair or replace the encroachment, as long as it exists, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that no right shall be created in favor of an Owner or Owners if said encroachment occurred due to the intentional conduct of said Owner or Owners other than adjustments by Declarant in original construction, condominium conversion or renovation. In the event the Building or a Unit is partially or totally destroyed, and then repaired or rebuilt, minor encroachments over adjoining Units or Association Property shall be permitted and there shall be appropriate rights for the maintenance of said encroachments so long as they shall exist. In the event that an error in engineering, design or construction results in an encroachment of the Building into Association Property, or into or onto an adjoining lot, or into a required setback area, a correcting modification may be made in the Map and/or Condominium Plan. Said modification shall be in the form of a certificate of correction and shall be executed by Declarant, so long as Declarant is the sole Owner of the Property, and by Declarant's engineer, in the case of a Condominium Plan, and in addition, by the city engineer, in the case of a subdivision map or parcel map. If the correction occurs after a fractional interest in the Common Area has been conveyed to any Owner of a Unit other than Declarant, the Association and any such Owner shall also execute the certificate of correction. The Board may, by vote or

written approval of a majority of the Directors, authorize the execution of the certificate of correction.

8.6. Rights of First Lenders. No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall render invalid the lien of any first Mortgage, meaning a Mortgage with first priority over any other Mortgage, on any Condominium made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Notwithstanding any provision in the Condominium Documents to the contrary, First Lenders shall have the following rights:

A. Copies of Project Documents. The Association shall make available to Condominium Owners and First Lenders, and to holders, insurers or guarantors of any first Mortgage, current copies of the Declaration, Bylaws, Articles or other rules concerning the Project and the books, records and financial statements of the Association, upon request, during normal business hours or under other reasonable circumstances. The Board may impose a fee for providing the foregoing which may not exceed the reasonable cost to prepare and reproduce the requested documents.

B. Audited Statement. The holders of fifty-one percent (51%) or more of first Mortgages shall be entitled, upon written request, to have an audited financial statement for the immediately preceding fiscal year prepared at their expense if one is not otherwise available. Such statement shall be furnished within a reasonable time following such request.

C. Notice of Action. Upon written request to the Association, identifying the name and address of the First Lender, and the Condominium number or address, such First Lender will be entitled to timely written notice of: (1) any condemnation loss or any casualty loss which affects a material portion of the Project or any Condominium on which there is a first Mortgage held, insured, or guaranteed by such First Lender, as applicable; (2) any default in performance of obligations under the Project Documents or delinquency in the payment of assessments or charges owed by an Owner of a Condominium subject to a first Mortgage held, insured or guaranteed by such First Lender, which remains uncured for a period of sixty (60) days; (3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (4) any proposed action which would require the consent of a specified percentage of First Lenders as specified in Section 8.6(D). The Association shall discharge its obligation to notify First Lenders by sending written notices required herein to such parties, at the address given on the current request for notice, in the manner prescribed in Section 8.11.

D. Consent to Action.

(1) Except as provided by statute or by other provision of the Project Documents in the case of substantial destruction or condemnation of the Project, the consent of Owners of Condominiums to which at least sixty-six percent (66%) of the votes in the Association are allocated and the approval of First Lenders holding Mortgages on Condominiums which have at least sixty-six percent (66%) of the votes of Condominiums subject to first Mortgages, shall be required to terminate the legal status of the Project as a Condominium Project.

(2) Except as provided by statute in the case of condemnation or substantial loss to the Condominiums and/or common elements of the Project, unless the holders of at least two-thirds (2/3) of the first Mortgages, based upon one (1) vote for each first Mortgage or deed of trust owned, or at least two-thirds (2/3) of Owners of the individual Condominiums have given their prior written approval, the Association and/or the Owners shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) Change the pro rata interest or obligations of any individual Condominium for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium in the Common Area. Any special allocation of costs by the Board pursuant to Section 5.2(A) shall not be deemed a change within the meaning of this clause;

(c) Partition or subdivide any Condominium;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer Association Property or Common Area. The granting of easements for public utilities or for other public purposes consistent with the intended use of Association Property or Common Area shall not be deemed a transfer within the meaning of this clause;

(e) Use hazard insurance proceeds for losses to the Project, whether to Condominiums, to Association Property, or to Common Area, for other than the repair, replacement or reconstruction of the Project.

E. Reserves. In accordance with Section 4.9, Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those improvements which the Association is obligated to maintain that must be replaced on a periodic basis. Such dues or charges may be paid in either a lump sum or regular payments as determined by the Board.

F. Priority of Liens. Each holder of a first Mortgage lien on a Condominium by virtue of foreclosure of the Mortgage, or any purchaser at a foreclosure sale under a first deed of trust, will take the Condominium free of any claims for unpaid assessments and fees, late charges, fines or interest levied in connection therewith, against the Condominium which accrue prior to the time such holder comes into possession of the Condominium, except for claims for a pro rata share (based on the Project Documents) of such assessments or charges to all Project Condominiums including the mortgaged Condominium, and except for assessment liens recorded prior to the Mortgage.

G. Distribution of Insurance or Condemnation Proceeds. No provision of the Condominium Documents gives an Owner, or any other party, priority over any rights of First Lenders of Condominiums pursuant to their Mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Condominiums.

H. Restoration or Repair. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is

approved by First Lenders holding Mortgages on Condominiums which have at least fifty-one percent (51%) of the votes of Condominiums subject to first Mortgages.

8.7. Owner's Right and Obligation to Maintain and Repair. Except for those portions of the Project which the Association is required to maintain and repair, each Owner shall, at his sole cost and expense, maintain and repair his Unit, keeping the same in good condition. Each Owner shall bear the cost of maintenance, repair and replacement of the following items within or serving such Owner's Unit: the interior of his Unit (including, but not limited to, doors and windows within his Unit), all utilities servicing his Unit, and all appliances therein, including plumbing and light fixtures. Individual water heaters, if any, located within the Unit served thereby, shall be maintained by the Owner of the Unit. Each Owner shall be responsible, at its cost, for any future municipal, state or federal building or fire code mandated upgrades or improvements applicable to such Owner's Unit. The Owner of the Unit that the signage right as described in Section 2.2(C)(4) is appurtenant to shall be responsible, at its cost, for all of those items it is responsible for pursuant to said Section 2.2(C)(4). All exterior doors and exterior windows of the Building and all Unit entrance doors located in the hallway of the Building shall be maintained, repaired and replaced as required by the Association at the Association's cost (except to the extent otherwise set forth below in this Section with respect to Unit entrance doors), provided that each Owner shall bear the cost of and be responsible for (a) interior cleaning of such exterior doors and exterior windows that both adjoin his respective Unit and can be cleaned from within such Unit, and (b) interior cleaning of such Unit entrance doors that can be cleaned from within his respective Unit. Any replacement items for such exterior doors, exterior windows and Unit entrance doors will be of the same type (style, color, texture, etc.) as the item being replaced, unless the Board otherwise approves; provided that, with respect to any such Unit entrance door, the replacement of a conventional lock system with a keyless entry system by the Owner of the Unit that such Unit entrance door serves is allowed if of the same type (style, color, texture, etc.) as the item being replaced. If such keyless entry system is installed, the maintenance, repair and replacement of such keyless entry system shall be the responsibility of the Owner of the Unit that such Unit entrance door serves, at such Owner's cost. Each Owner shall also repair, maintain and replace all pipes, wires, cables and conduits supplying utilities to the Unit which are located within the boundaries of the Unit. The fire sprinkler system (if any), fire alarm system (if any) and HVAC shall be maintained and repaired by the Association. Each Owner is responsible for all costs for any repair of the damages caused by such Owner or any of its Permittees. Each Owner shall have the exclusive right to decorate the inner surfaces of the walls, ceilings, floors and doors bounding the Unit. In the event an Owner fails to maintain his Unit in a manner which the Board deems necessary to preserve the appearance and value of the Property, the Board may notify Owner of the work required and request it be done within thirty (30) days from the giving of such notice. In the event Owner fails to carry out such maintenance within the period, the Board may, following notice and hearing as provided in the Bylaws, cause such work to be done and the cost thereof shall immediately be paid by such Owner to the Association and until paid shall bear interest at the rate of twelve percent (12%) per annum, but no greater than the maximum rate authorized by law.

8.8. Insurance. The Association shall obtain and continue in effect a master policy of insurance covering all of the personal property and supplies of the Association, the Common Area, and all of the Property and improvements on Association Property and all fixtures and Building service equipment therein, including, without limitation, fire and extended coverage and special

form and insuring one hundred percent (100%) of current replacement costs of all improvements on Association Property, a comprehensive general liability insurance policy insuring the Association and each Owner for his liability for Association Property and the Common Area, and a fidelity bond covering officers, Directors and employees in an amount to be determined by the Board, but in no event less than a sum equal to three (3) months' aggregate assessments on all Units plus reserve funds.

The master policy shall be issued in the name of the Association. All insurance shall contain waiver of subrogation as to the Association, officers, Directors and Members, and if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured.

Each Owner appoints the Association, or any insurance trustee to be designated by the Association, as attorney in fact for the purpose of purchasing and maintaining the Association's insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability required for payment of insurance proceeds; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association or any insurance trustee shall be required to receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Owners and their first Mortgage holders, as their interests may appear.

The minimum limits on the liability insurance policy shall be One Million dollars ($1,000,000) per occurrence, Two Million dollars ($2,000,000) aggregate and shall include personal injury, bodily injury, property damage and liability for non-owned automobiles. Workers' compensation insurance shall at all times be carried to the extent required to comply with any applicable law. Officers' and Directors' liability insurance shall be carried by the Association to cover any Person serving in such capacities and to cover committee Members, if such coverage is available at reasonable cost.

Insurance maintained by the Association does not cover any real or personal property contained in the Units (including, but not limited to, “tenant improvements” of the Units), nor does any insurance maintained by the Association provide liability protection against injuries or damages to any Person or property occurring within the Units. Each Owner shall separately insure his or her Condominium against loss by fire or other casualty covered by his insurance carried and shall name the Association as an additional insured party. In addition, a liability insurance policy shall be carried by each Owner and shall have the same minimum limits as the master policy carried by the Association. An Owner may insure his personal property against loss. In addition, any improvements made by an Owner within his Unit may be separately insured by the Owner, such type and nature of coverage commonly known as "tenant's improvements". All such insurance that is individually carried must contain a waiver of subrogation rights by the insurer as to other Owners, the Association, Declarant and First Lenders. Upon purchase of a Condominium in the Project, each Owner recognizes and agrees that it is Owner’s responsibility to obtain insurance to cover these matters.

Insurance premiums for the master policy shall be a common expense to be included in the Annual Assessment levied by the Association and the portion of such payment necessary for the insurance premiums may be held in a separate account of the Association and shall be used solely for the payment of the master insurance policy premiums as such premiums become due.

If Project improvements are damaged or destroyed by fire or other casualty, the improvements shall be repaired or reconstructed substantially in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction and subject to such alterations or upgrades as may be approved by the Board, unless either of the following occurs:

(1) The cost of repair or reconstruction is more than fifty percent (50%) of the current replacement costs of all Project improvements, available insurance proceeds are not sufficient to pay for at least eighty-five percent (85%) of the cost of such repairs or reconstruction, and seventy-five percent (75%) of the total voting power of the Association residing in Members and their First Lenders vote against such repair and reconstruction; or

(2) Available insurance proceeds are not sufficient to substantially repair or reconstruct the improvements within a reasonable time as determined by the Board, a Special Assessment levied to supplement the insurance fails to receive the requisite approval, if such approval is required, as provided in Section 4.7, and the Board, without the requirement of approval by the Owners, is unable to supplement the insurance by borrowing on behalf of the Association sufficient monies to enable the improvements to be substantially repaired or reconstructed within a reasonable time.

If the improvement is to be repaired or reconstructed and the cost for repair or reconstruction is in excess of twenty-five percent (25%) of the current replacement cost of all the improvements within Association Property, the Board shall designate a construction consultant, a general contractor and an architect for the repair or reconstruction. All insurance proceeds, Association monies allocated for the repair or reconstruction, and any borrowings by the Association for the repair or reconstruction shall be deposited with a commercial lending institution experienced in the disbursement of construction loan funds (the "depository") as selected by the Board. Funds shall be disbursed in accordance with the normal construction loan practices of the depository that require as a minimum that the construction consultant, general contractor and architect certify within ten (10) days prior to any disbursement substantially the following:

A. That all of the work completed as of the date of such request for disbursement has been done in compliance with the approved plans and specifications;

B. That such disbursement request represents monies which are justly due to entities or persons who have rendered or furnished certain services or materials for the work;

C. That the sum then requested to be disbursed plus all sums previously disbursed does not exceed the cost of the work insofar as actually accomplished;

D. That no part of the cost of the services and materials described in the foregoing paragraph A has been or is being made the basis for the disbursement of any funds in any previous or then pending application; and

E. That the amount held by the depository, after payment of the amount requested in the pending disbursement request, will be sufficient to pay in full the costs necessary to complete the repair or reconstruction.

If the cost of repair or reconstruction is less than twenty-five percent (25%) of the current replacement cost of all improvements within Association Property, the Board shall disburse the available funds for the repair and reconstruction under such procedures as the Board deems appropriate under the circumstances.

The repair or reconstruction shall commence no later than one hundred and eighty (180) days after the date of such damage or destruction and shall be completed no later than three hundred and sixty-five (365) days after commencement of repair or reconstruction, subject to delays that are beyond the control of the party responsible for making the repairs or reconstruction.

If the improvements are not repaired or reconstructed in accordance with the foregoing, all available insurance proceeds shall be disbursed among all Owners and their respective Mortgagees in proportion to the respective fair market values of their Condominiums as of the date immediately preceding the date of damage or destruction as determined by a qualified independent appraiser selected by the Board, after first applying the proceeds to the cost of mitigating hazardous conditions on the Property, making provision for the continuance of public liability insurance to protect the interests of the Owners until the Property can be sold, and complying with all other applicable requirements of governmental agencies.

If the failure to repair or reconstruct results in a material alteration of the use of the Project from its use immediately preceding the damage or destruction as determined by the Board, the Project shall be sold in its entirety under such terms and conditions as the Board deems appropriate. A material alteration shall be conclusively presumed if repair or reconstruction costs exceed twenty-five percent (25%) of the current replacement cost of all Project improvements. If any Owner or First Lender disputes the Board's determination as to a material alteration, the dispute shall be submitted to arbitration pursuant to the rules of the American Arbitration Association, and the decision of the arbitrator shall be conclusive and binding on all Owners and their Mortgagees.

If the Project is sold, the sales proceeds shall be distributed to all Owners and their respective Mortgagees in proportion to the respective fair market values of their Condominiums as of the date immediately preceding the date of damage or destruction as determined by the independent appraisal procedure described above. For the purpose of effecting a sale under this Section 8.8, each Owner grants to the Association an irrevocable power of attorney to sell the entire Project for the benefit of the Owners, to terminate the Declaration and to dissolve the Association. In the event the Association fails to take the necessary steps to sell the entire Project as required hereunder within one hundred and twenty (120) days following the date of a determination by the Board or arbitrator of a material alteration, or within one hundred and eighty (180) days following the date of damage or destruction if the Board has failed to make a determination as to the material alteration, any Owner may file a partition action as to the entire Project under California Civil Code Section 6656, or any successor statute, and the Court shall order partition by sale of the entire Project and distribution of the sale proceeds as provided herein.

Notwithstanding anything herein to the contrary, any Owner or group of Owners shall have a right of first refusal to match the terms and conditions of any offer made to the Association in the event of a sale of the Project under this Section 8.8, provided this right is exercised within ten (10) days of receipt by the Owners of a notice from the Association containing the terms and conditions of any offer it has received. If the Owner or group of Owners subsequently default on their offer to purchase, they shall be liable to the other Owners and their respective Mortgagees for

any damages resulting from the default. If more than one (1) Owner or group elects to exercise this right, the Board shall accept the offer that in its determination is the best offer.

8.9. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of Association Property, or any part thereof. In the event of a taking or acquisition of part or all Association Property by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee appointed by the Association, for the use and benefit of the Owners and their Mortgagees as their interests may appear. In the event of an award for the taking of any Condominium in the Project by eminent domain, the Owner of such Condominium shall be entitled to receive the award for such taking and, after acceptance thereof, he and his Mortgagee shall be divested of all interest in the Project in connection with such taken Condominium if such Owner shall vacate his Condominium as a result of such taking. The remaining Owners shall decide by majority vote whether to rebuild or repair the Project, or take other action. The remaining portion of the Project shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such taking and to readjust proportionately the percentages of undivided interest of the remaining Owners in the Property. In the event of a taking by eminent domain of any part of Association Property, the Association shall participate in the negotiations, and shall propose the method of division of the proceeds of condemnation, where Units are not valued separately by the condemning authority or by the court. Proceeds of condemnation shall be distributed among Owners of Condominiums and their respective Mortgagees according to the relative values of the Condominiums affected by the condemnation, said values to be determined by the method provided in Section 8.8.

If there is a substantial taking of the Project in excess of fifty percent (50%), the Owners may terminate the legal status of the Project and, if necessary, bring a partition action under California Civil Code Section 6656 or any successor statute, on the election to terminate by fifty-one percent (51%) of the total voting power of the Association residing in Members other than Declarant and the approval of First Lenders holding Mortgages on Condominiums which have at least fifty-one percent (51%) of the votes of Condominiums subject to First Lenders Mortgages. The proceeds from the partition sale shall be distributed to the Owners and their respective Mortgagees in proportion to the fair market values of their Condominiums as determined under the method described in Section 8.8.

8.10. Owners' Compliance. Each Owner, tenant or occupant of a Condominium shall comply with the provisions of this Declaration, and to the extent they are not in conflict with the Declaration, the Articles and Bylaws, and the decisions and resolutions of the Association or the Board, as lawfully amended from time to time. Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action (1) to recover sums due; (2) for damages; (3) for injunctive relief; (4) for costs and attorney's fees; or (5) any combination of the foregoing.

All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or in the Articles or the Bylaws shall be deemed to be binding on all Owners of Condominiums, their successors and assigns.

8.11. Notices. Any notice permitted or required by the Declaration, Articles or Bylaws may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered ninety-six (96) hours after a copy of same has been deposited in the United States

mail, first class, certified or registered, postage prepaid, addressed to the Person to be notified at the current address given by such Person to the Secretary of the Board or addressed to the Condominium of such Person if no address has been given to the Secretary.

8.12. Tenant's Rights. A tenant lawfully in possession of a Condominium shall have the same right to use Association Property as an Owner in possession of the Condominium would have and shall be subject to all of the provisions of the Project Documents and any rules and regulations adopted by the Board or the Association. No Owner shall, either directly or indirectly, forbid or restrict such use of Association Property by such a tenant.

All leases shall obligate tenants to comply with the Condominium Documents and with all rules and regulations adopted by the Board, and shall provide that any violation of the provisions thereof constitutes a default under the lease.

8.13. Rights of City. The Owners of all Condominiums subject to these covenants, conditions and restrictions recognize that proper maintenance of Association Property is for the benefit of all citizens of the City and that the City is an intended third-party beneficiary of these covenants, conditions and restrictions. The City shall have rights of enforcement or review with respect to the Property as set forth in this Declaration and the Conditions of Approval, and as provided by law (including, without limitation, those to ensure adequate maintenance of Association Property), and any issues of noncompliance with this Declaration, the Conditions of Approval, or applicable law with respect to the Property shall be subject to the City's rights of enforcement.

The abovementioned clauses in this Section 8.13 relating to the rights of the City shall not be amended without the consent of the City.

8.14. Arbitration. Any controversy or claim relating to the matters described in this Declaration may be settled by arbitration at the option of the aggrieved Owner, in accordance with the Commercial Rules of the American Arbitration Association ("AAA"), and judgment upon the award rendered (which award may include equitable relief) by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, the Association's power to establish, fix and levy assessments against the Owners of Condominiums and to enforce payment of such assessments or carry out any of its responsibilities in accordance with the provisions hereof shall not be the subject of such arbitration without the Association's written consent.

8.15. Disputes Regarding Design or Construction of Project. In the event any Owner, with respect to his Unit, or the Association, with respect to any portion of Association Property, believes that construction or design defects may exist or have occurred, prior to and as a condition of the filing of any litigation or demand for arbitration, such Owner or the Association shall first provide written notice to Declarant regarding such alleged defect, after which Declarant shall have a reasonable opportunity to evaluate the alleged defect and, if Declarant agrees that such a defect exists, to remedy the defect. Declarant shall respond to any initial notice by investigating the alleged defect within thirty (30) days following receipt of such notice. If Declarant concurs that a defect exists, Declarant shall commence to remedy such defect not more than thirty (30) days after concluding its investigation and will diligently pursue any such remedy to conclusion.

If Declarant does not respond within the above periods or does not concur that a defect exists, any controversy or claim between or among Declarant and any Owner or the Association relating to the design or construction of the Project shall be submitted to binding arbitration before the AAA in accordance with Title 9 of the U.S. Code (Federal Arbitration Act) and the Commercial Rules of AAA. Further, any such demand for arbitration by the Association shall be filed only upon the vote, at a duly noticed and properly held membership meeting, of two-thirds (2/3rds) of the Members other than Declarant. Amendment of this provision shall require the vote of two-thirds (2/3rds) of the Members other than Declarant. Costs of the arbitration will initially be borne equally by the parties, but will ultimately be allocated between and among the parties as determined by the arbitrator. The arbitration will be conducted in the county where the Project is located. The arbitrator shall apply California substantive law in rendering a final decision. The arbitrator shall have the power to grant all legal and equitable remedies and award compensatory damages, but shall not have the power to award punitive damages. The parties agree to be bound by the decision of the arbitrator, which shall be final and non-appealable. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction or applications may be made to such court for judicial acceptance of the award and an order of enforcement. If a party refuses to arbitrate, the other party may seek a court order compelling the arbitration pursuant to the Federal Arbitration Act.

8.16. No Waiver. Failure by the Association or by any Member to enforce any covenant, condition, or restriction herein contained, or the Articles, Bylaws or Association rules in any certain instance or on any particular occasion, shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition, or restriction.

8.17. Estoppel Certificates. Upon the written request of any Owner, the Board shall provide the Owner with a written certificate stating that, to the best of its actual knowledge, the Owner is not in violation of any of the provisions of this Declaration, or if there are any such violations or the Board has received such notices, setting forth in sufficient detail the nature of such violations. The certificate shall be delivered to the Owner no later than thirty (30) days after such request by an Owner. The Board may charge the Owner a reasonable fee to recover its costs in researching and preparing the certificate. Any prospective purchaser or Mortgagee shall be entitled to rely on the information contained in the certificate; provided, however, that such reliance may not extend to any violations of this Declaration of which the Board does not have actual knowledge, or which have not been brought to its attention by written notice of an Owner. To the fullest extent permitted by law, and provided the Association, Board members, officers of the Association and any committee members of the Association acted in good faith and consistent with what they reasonably believed to be within the scope of their authority and duties, then neither the Association, Board members and officers of the Association, nor the members of any committee of the Association, shall be liable to the Owner requesting the certificate or any other Owner for any damage, loss or prejudice suffered or claimed on account of any information contained in the certificate being incomplete or inaccurate.

8.18. Interpretation. As used herein, unless the context dictates otherwise, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this _____ day of _____, 20_____.

DECLARANT:

BR Metro, LLC,
a California limited liability company

By_____
Peichin Lee, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of_____)

On_____before me, _____
(insert name and title of the officer)

personally appeared_____,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ **(Seal)**

EXHIBIT A

Legal Description

Parcel 1 of Parcel Map No. 2021-198, as per map filed in Book ____, Pages ____ to ____, inclusive, of Maps in the office of the County Recorder of said County

EXHIBIT B

Site

TO BE ADDED

EXHIBIT C

Annual Assessments

UNIT #	SHARE OF ASSESSMENT DUE (%)
L1	?.???%
L2	?.???%
100	?.???%
108	?.???%
110	?.???%
118	?.???%
120	?.???%
128	?.???%
130	?.???%
138	?.???%
150	?.???%
158	?.???%
160	?.???%
168	?.???%
170	?.???%
178	?.???%
180	?.???%
188	?.???%
200	?.???%
208	?.???%
210	?.???%
218	?.???%
220	?.???%
228	?.???%
230	?.???%
238	?.???%
250	?.???%
258	?.???%
260	?.???%
268	?.???%
270	?.???%

278	?.???%
280	?.???%
288	?.???%
290	?.???%
TOTALS	**100.00%**

EXHIBIT D

Condominium Plan

TO BE ADDED

EXHIBIT E

Electric Utility Charges

Electricity Bill Calculation Procedure

The Project's electricity bill calculation procedure shall be as follows:

The electricity bill shall be issued by the Association each month at the same time as the Annual Assessment (or another regular period, as determined by the Board). At the Board's discretion, the charges may be issued on the same invoice and due concurrently. Overall, electricity charges shall be part of the Association's Annual Assessment. The price for electricity for a particular billing period shall be based on the electric utility company's statement/invoice, using the total amount due divided by the total electricity usage for said billing period to establish an applicable rate (e.g., $300 total due divided by 300 kWh total usage = $1 per kWh). The Project's electricity charges shall be allocated into two categories:

1. Individual Unit's HVAC Electricity; Individual Electric Vehicle Charging Station/Equipment Electricity; and Building Sign Electricity. Due to each Unit (or its Owner or any of such Owner's Permittees) having control of, or exercising some discretion over, (i) its individual HVAC unit, (ii) if any, electric vehicle charging station/equipment in the Common Area serving it, or its Owner or any of such Owner's Permittees, and (iii) for Unit ____ only, the Building sign in the Common Area as described in this Declaration's Section 2.2(C)(4), each Owner shall be responsible for all electricity charges incurred by (a) its Unit's individual HVAC unit use, (b) if any, such electric vehicle charging station/equipment serving its Unit, or the Owner or any of such Owner's Permittees, and (c) if applicable, such Building sign (including equipment related thereto). Each of the foregoing will be measured by the Association and/or its agent using meter(s).

The Association may separately itemize any of the foregoing, as determined by the Board.

2. Common Area Electricity. Common Area Electricity charges shall be shared by all Owners and each Unit's respective share shall be in accordance with the Annual Assessment percentage shares set forth in this Declaration's Exhibit "C".

The Project's total Common Area Electricity usage will be determined by the following formula: Total Common Area Electricity Usage = Total Project Electricity Usage – (Total Individual HVAC Meter Electricity Usage + Total Individual Electric Vehicle Charging Station/Equipment Meter Electricity Usage + Building Sign Meter Electricity Usage).

- "Total Project Electricity Usage" (the Project's total electricity usage) will be determined by the electric utility company's statement/invoice.
- "Total Individual HVAC Meter Electricity Usage" will be determined by adding all Units' individual HVAC unit electricity use (as measured by the Association and/or its agent using meters).
- "Total Individual Electric Vehicle Charging Station/Equipment Meter Electricity Usage" will be determined by adding all electricity use of all electric vehicle charging station(s)/equipment in the Common Area (as measured by the Association and/or its agent using meter(s)).

- "Building Sign Meter Electricity Usage" will be determined by adding all electricity use arising from the use of the signage right in connection with the signage space on or about the Building as described in this Declaration's Section 2.2(C)(4) (as measured by the Association and/or its agent using meter(s)).

The Association may separately itemize Common Area Electricity or include it in a base Annual Assessment or as part of a general electricity charge, as determined by the Board.

Electricity Billing Procedure

The Project's electricity billing procedure shall be as follows:

1. The electric utility company's bill will be sent to the Association and/or its agent (e.g., a property management company). The Association will be billed by the electric utility company.

2. The Association and/or its agent will read all electric meters relating to (i) each Unit's individual HVAC unit, (ii) any electric vehicle charging station/equipment in the Common Area serving a Unit, or its Owner or any of such Owner's Permittees, and (iii) the Building sign as described in Section 2.2(C)(4), and then distribute electricity charges to each Unit in accordance with the calculation procedure set forth in this Exhibit "E".

3. Each Owner shall pay to the Association the amount due.

Sample Electricity Bill Calculation*

Total Project Electricity Bill: $300
Total Project Electricity Usage: 300 kWh
Price ($/kWh): $1/kWh**

	Share of Annual Assessment (CC&Rs)	Individual HVAC Meter Electricity Usage	Individual Electric Vehicle Charging Station/Equipment Meter Electricity Usage	Building Sign Meter Electricity Usage (Section 2.2(C)(4))	Common Area Electricity Usage***	Project Electricity Usage	Electricity Bill
Unit A	40%	40 kWh	0	0	76 kWh	116 kWh	**$116**
Unit B	30%	25 kWh	10 kWh	0	57 kWh	92 kWh	**$92**
Unit C	30%	25 kWh	0	10 kWh	57 kWh	92 kWh	**$92**
Total		90 kWh	10 kWh	10 kWh	190 kWh	300 kWh	$300

**This sample is provided for illustrative purposes only.*

***Based on the electric utility company's statement/invoice for the applicable billing period and determined by using the total amount due divided by the total electricity usage for the Project.*

****Total Common Area Electricity Usage is determined by: Total Project Electricity Usage – (Total Individual HVAC Meter Electricity Usage + Total Individual Electric Vehicle Charging Station/Equipment Meter Electricity Usage + Building Sign Meter Electricity Usage). It is then allocated to each Unit in accordance with the Annual Assessment percentage shares set forth in the Declaration. As noted previously in this Exhibit "E", "Total Individual HVAC Meter Electricity Usage", "Total Individual Electric Vehicle*

Charging Station/Equipment Meter Electricity Usage" and "Building Sign Meter Electricity Usage" will be measured by the Association and/or its agent using meters, whereas "Total Project Electricity Usage" will be based on the electric utility company's statement/invoice.

Sample Bill/Invoice*

January 2018 Invoice
Unit B

Base Association Assessment	$100
Electricity Bill (92 kWh)	$92
Total Amount Due	$192

** This sample is provided for illustrative purposes only. The Association may separately itemize one or more electricity charges, or include one or more electricity charges in a base Annual Assessment or as part of a general electricity charge, as determined by the Board. This sample has included all electricity charges into a general electricity charge.*

EXHIBIT F

Art in Public Places Comprehensive Maintenance Plan

Art in Public Places Comprehensive Maintenance Plan

Sculpture Title: *???*
Artist: ???
Installed: ???
Location: 330 E. Lambert Road

Visibility: In accordance to the City of Brea Art in Public Places Policy, the visibility of the *???* artwork is as follows:

- Located outdoors at the project site
- Easily visible to both motorists and pedestrians
- Not greater than 50 feet from a public street
- Sculpture is not placed near signage, sign walls, bus benches, utility boxes, electrical/telephone poles, mail boxes, or items that may impede the public's view or diminish the aesthetic value of the sculpture.

Landscaping: There is currently no landscaping in the immediate area surrounding the sculpture. Should any be added, it should be maintained on a regular basis and not impede on the visibility of the sculpture as per the City of Brea Art in Public Places Manual.

Irrigation: Any sprinklers in nearby landscaped areas should be directed away from the structure to prevent damage.

Lighting: In accordance with the City of Brea Art in Public Places Policy, the sculpture is to be lit daily from dusk to dawn.

Materials: *???* is made of ???.

<u>MAINTENANCE</u>:

Sculpture Ownership Responsibilities:

According to the City of Brea Art in Public Places Policy Manual which was amended in January 2013, and adopted by the Brea City Council on January 15, 2013:

> *Property owners shall complete needed maintenance, restoration, repairs, etc. within 30 days of notification by the City, unless otherwise agreed to by the City. Property owners shall notify the City when needed maintenance has been completed. Staff will inspect the sculpture to ensure all APP maintenance requirements have been satisfied. Maintenance not completed within this timeframe is subject to Code Enforcement action and may delay future issuance of building permits or Certificates of Occupancy, unless otherwise agreed to by the City.*

Therefore, the following maintenance procedures were reviewed and updated accordingly.

1. Ongoing Maintenance

The ongoing maintenance for *???* is the sole responsibility of the property owner(s), and is not limited to:

Regular Cleaning
Waxing
Miscellaneous sculpture repair
Repair of lighting and irrigation elements

In accordance with the City of Brea Art in Public Places Policy Manual, the following conditions are to be maintained at all times:

- *Sculpture and base are clean and damage free*
- *Landscape, hardscape, signage (permanent or temporary), etc. do not interfere with or detract from the view of the sculpture*
- *Sprinkler spray is directed away from sculpture*
- *Sculpture is lit according to the approved lighting plan during evening and nighttime hours*
- *Lighting fixtures used to illuminate sculpture are in good working condition and meet all current safety standards*
- *Sculpture identification plaques remain in the location designated by the artist or are replaced according to City requirements if damaged or stolen*
- *Sculpture shall be cleaned on the property where the sculpture is permanently installed, unless agreed upon by the City. The City prohibits removing sculpture from the site for any reason without explicit, written authorization.*

Comprehensive Maintenance Plan:

Methods of cleaning are as follows for the stainless steel sculpture and the concrete base:

Stainless steel:

An important fact concerning metals that are located outdoors, is that there may occur a gradual darkening with time; therefore, regular inspections and maintenance performed, will extend the life of the material.

Regular Quarterly Cleaning: To clean the sculpture from the everyday dirt that occurs, deionized water is used with a soft bristle brush and a light dusting is performed. If there is a buildup of dirt or grime, then a mild soap is used with the soft bristle brush to clean. Then a clean, soft towel is used to dry any excess water spots.

Concrete Base maintenance:

Concrete is a durable and porous substance which is a lasting material that requires minimal maintenance. With proper care and maintenance, the concrete will extend the life of the Sculpture. The concrete is a decorative surface and is stain resistant but is not stain proof.

Cleaning Concrete on a Regular Basis (quarterly) with water and a soft bristle brush will remove dirt, grime build up, rust and other stains. The maintenance is performed at the same time as the stainless steel cleaning (see above instructions). Normal cleaning can be easily accomplished with a biodegradable household detergent in warm water. Scrub and rinse thoroughly to remove all the residue. Exterior surfaces may be hosed or low pressure washed (maximum pressure 1500 psi).

Stains can become set over time if they are allowed to penetrate into the surface of coating/sealers.

Repairing Cracks in Concrete: To maintain a structurally sound surface and minimize water intrusion through cracks which can cause problems with the sub grade, repairs are recommended based on regular inspections. If a crack is revealed, then the procedure is to consult with an authorized concrete sealing company in order to repair the cracks.

Sealing Joints in the Concrete: In order to minimize water intrusion through the joints, eliminate dirt and weed collecting in the joints, sealing may be necessary based on recommendations from an authorized concrete sealing company during the regular inspections. By sealing the concrete surface, water will be repelled and will help make the concrete resistant to UV sunlight.

Landscaping/Irrigation/Lighting:

There is currently no landscaping in the immediate area surrounding the sculpture. Should any be added, it should be maintained on a regular basis and not impede on the visibility of the sculpture as per the City of Brea Art in Public Places Manual.

Lighting elements should be inspected on a regular basis to ensure they remain operable.

Repairing or Restoring and or Removing Sculpture:

The *???* artwork may become damaged or vandalized or stolen. According to the City of Brea Art in Public Places Policy Manual:

> *The property owner is responsible for repairing sculpture in the event of damage and/or vandalism. Damaged sculpture shall be repaired as closely as possible to the original approved sculpture. If repair or restoration is needed, the original artist must be given first refusal on repairs for a reasonable fee. If the original artist is not available or is unwilling to perform the required repairs for a reasonable fee, the owner shall make arrangements for repairs with a reputable art conservator or other qualified professional. Property owners are encouraged to obtain several bids from qualified professionals.*

Temporary Removal of Sculpture

The temporary removal of a sculpture requires City approval and is only granted for compelling reasons, such as sculpture restoration or risk of damage to a sculpture due to construction on the property. Requests for temporary removal of sculpture must be made in writing and submitted for review and approval by the City, which may take up to 30 working days. The request shall include the following:

- An explanation for the request
- Plan for restoration/repairs (see Repairing or Restoring Damaged Sculpture, page 32)
- A timeframe for reinstallation, including date of removal and date for reinstallation
- A plan for safe removal and secure storage of the sculpture

If approved, sculpture must be reinstalled by the date indicated for reinstallation in the request. Sculpture owners shall notify the City when the sculpture has been reinstalled. Sculpture will then be inspected by the City to ensure all APP requirements have been met. Sculpture owners who do not reinstall their sculpture within the approved time frame will be subject to Code Enforcement action and may also delay issuance of future building permits, Certificates of Occupancy, or other City related approvals, unless otherwise agreed to by the City.

Permanent Removal of Sculpture:

The indefinite removal of a sculpture from permanent display is not allowed by the City of Brea. However, a written request will be provided to the City of Brea and the procedures followed accordingly with the Manual, if the permanent relocation is needed.

Replacement of Sculpture

In the event the sculpture is destroyed, damaged beyond repair, stolen, or otherwise removed from the site, the property owner shall notify the City in writing as soon after the event as possible. Property owners shall replace the sculpture with a sculpture that complies with all Art in Public Places requirements.

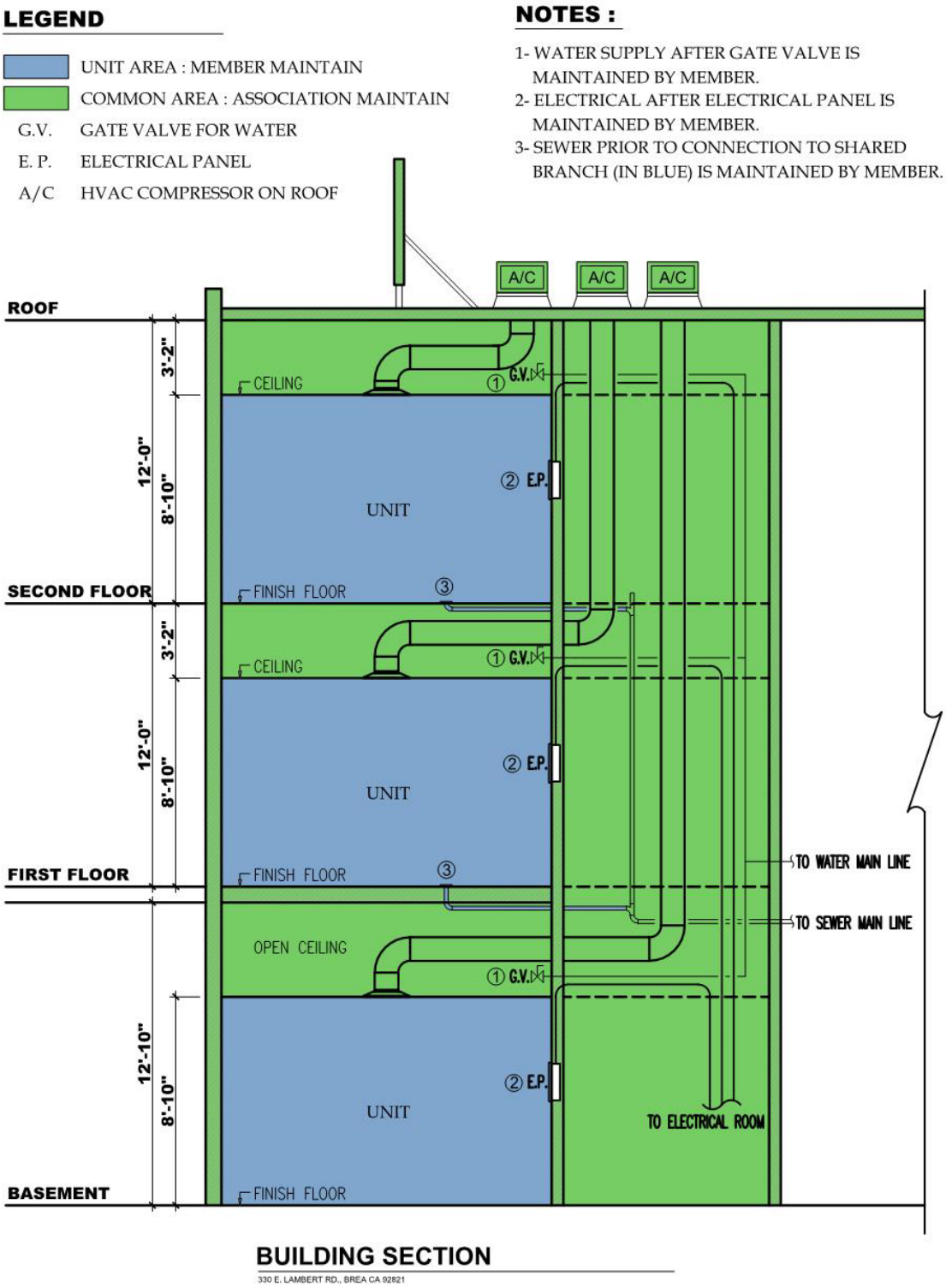
<u>Additional Requirements</u>:

The Comprehensive Maintenance Plan is from time to time reviewed and modified according to the City of Brea Art in Public Places Policy Manual. If there are any discrepancies in this Plan, the City of Brea Art in Public Places Policy Manual will prevail

EXHIBIT G

Maintenance Map

Maintenance Map (cont'd)



BUILDING SECTION

330 E. LAMBERT RD., BREA CA 92821

TABLE OF CONTENTS

Page

ARTICLE I. DEFINITIONS 2

1.1. "Articles" 2
1.2. "Assessment" 2
1.3. "Association" 2
1.4. "Association Property" 2
1.5. "Board" or "Board of Directors" 2
1.6. "Building" 2
1.7. "Bylaws" 2
1.8. "City" 2
1.9. "Common Area" 2
1.10. “Common Area Electricity” 2
1.11. "Common Expenses" 3
1.12. "Common Interest" 3
1.13. "Conditions of Approval" 3
1.14. "Condominium" 3
1.15. "Condominium Documents" 3
1.16. "Condominium Plan" 3
1.17. "Declarant" 3
1.18. "Declaration" 3
1.19. "Exclusive Use Easement Area" 3
1.20. "First Lender" 3
1.21. "Hazardous Materials" 3
1.22. "Map" 4
1.23. "Member" 4
1.24. "Monument Sign" 4
1.25. "Mortgage" 4
1.26. "Mortgagee" 4
1.27. "Mortgagor" 4
1.28. "Owner" or "Owners" 4
1.29. "Permittees" 4

TABLE OF CONTENTS
(continued)

Page

1.30. "Person" 4
1.31. "Project" 4
1.32. "Project Documents" 4
1.33. "Property" 4
1.34. "REA" 5
1.35. "Unit" 5
1.36. "Unit Designation" 5

ARTICLE II. DESCRIPTION OF PROJECT, DIVISION OF PROPERTY AND CREATION OF PROPERTY RIGHTS 5

2.1. Description of Project 5
2.2. Division of Property 5
A. Units 5
B. Association Property and Common Area 6
C. Exclusive Use Easement Areas 7
D. No Separate Conveyance of Common Interests 7
2.3. Rights of Entry and Use 7
2.4. Partition Prohibited 8
2.5. Residential Uses Prohibited 8
2.6. Amendments of Governing Documents Affecting Developer's Rights 8

ARTICLE III. ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS 8

3.1. Association to Manage Common Areas 8
3.2. Membership 8
3.3. Membership and Voting Rights 9
3.4. Two Classes of Membership 9
A. Class A 9
B. Class B 9

ARTICLE IV. ASSESSMENTS 9

4.1. Creation of the Lien and Personal Obligation of Assessment 9

TABLE OF CONTENTS
(continued)

Page

4.2. Notice of Delinquency 10
4.3. Creation of Lien 10
4.4. Enforcement of Lien 10
4.5. Waiver of Exemptions 10
4.6. Purpose of Assessments 11
4.7. Assessments 11
A. Annual Assessments 11
B. Special Assessments 11
4.8. Capital Contribution 11
4.9. Reserves for Replacement 12
4.10. Authorization 12
4.11. Allocation of Assessments 12
4.12. Date of Commencement of Annual Assessment; Due Dates 12
4.13. Transfer of Condominium by Sale or Foreclosure 12
4.14. Priorities; Enforcement; Remedies 13
4.15. Unallocated Taxes 14
4.16. No Offsets 14
4.17. Assessment Surplus 14
ARTICLE V. DUTIES AND POWERS OF THE ASSOCIATION 14
5.1. Duties 14
A. Maintenance 14
B. Insurance 15
C. Discharge of Liens 15
D. Assessments 16
E. Payment of Expenses 16
F. Enforcement 16
5.2. Powers 16
A. Utility Service 16
B. Easements 16
C. Manager 16

TABLE OF CONTENTS
(continued)

Page

D. Adoption of Rules 17
E. Access 17
F. Assessments, Liens, and Fines 17
G. Acquisition and Disposition of Property 17
H. Loans 17
I. Dedication 17
J. Contracts 18
K. Delegation 18
L. Security 18
M. Appointment of Trustee 18
N. Litigation 18
O. Other Powers 18
5.3. Commencement of Association's Duties and Powers 18
ARTICLE VI. UTILITIES 19
6.1. Owners' Rights and Duties 19
6.2. Easements for Utilities and Maintenance 19
6.3. Association's Duties 20
6.4. Metering of Utilities 20
6.5. Access Easements 20
6.6. Unit Security Alarm 20
ARTICLE VII. USE RESTRICTIONS 20
7.1. Condominium Use 20
7.2. Nuisances 21
7.3. Vehicle Parking, Restrictions and Towing 22
7.4. Signs 22
7.5. Animals 23
7.6. Disposal of Medical Waste, Garbage and Refuse 23
A. Medical Waste Disposal 23
B. Garbage and Refuse Disposal 24
7.7. Radio and Television Antennas or Dishes 24

TABLE OF CONTENTS
(continued)

Page

7.8. Architectural Control 24
7.9. Drapes 25
7.10. Liability of Owners for Damage to Common Area 25
7.11. Vacancy; Option to Repurchase 25
7.12. Overloading 26
7.13. Smoking Prohibited 26
7.14. Restroom Access 26
7.15. Roof Access 26

ARTICLE VIII. GENERAL PROVISIONS 26
8.1. Enforcement 26
8.2. Invalidity of Any Provision 26
8.3. Term 26
8.4. Amendments 27
8.5. Encroachment Rights 27
8.6. Rights of First Lenders 27
A. Copies of Project Documents 27
B. Audited Statement 28
C. Notice of Action 28
D. Consent to Action 28
E. Reserves 29
F. Priority of Liens 29
G. Distribution of Insurance or Condemnation Proceeds 29
H. Restoration or Repair 29
8.7. Owner's Right and Obligation to Maintain and Repair 29
8.8. Insurance 30
8.9. Condemnation 33
8.10. Owners' Compliance 34
8.11. Notices 34
8.12. Tenant's Rights 34

TABLE OF CONTENTS
(continued)

Page

8.13. Rights of City 34
8.14. Arbitration 35
8.15. Disputes Regarding Design or Construction of Project 35
8.16. No Waiver 35
8.17. Estoppel Certificates 36
8.18. Interpretation 36

LIST OF EXHIBITS:

EXHIBIT A – Legal Description ..... A

EXHIBIT B – Site ..... B

EXHIBIT C – Annual Assessments C

EXHIBIT D – Condominium Plan ..... D

EXHIBIT E – Electric Utility Charges ..... E

EXHIBIT F – Art in Public Places Comprehensive Maintenance Plan ..... F

EXHIBIT G – Maintenance Map ..... G

SUBORDINATION

The undersigned, beneficiary under that certain deed of trust recorded on August 16, 2017 as Instrument No. 2017000345699 of Official Records of Orange County, California, does hereby consent to each and all of the provisions contained in the within Declaration of Covenants, Conditions, and Restrictions and does hereby agree that the lien and charge of said deed of trust shall be and is hereby made subordinate to, junior to and subject to said Declaration of Covenants, Conditions, and Restrictions and the entire effect thereof.

Dated: _____, 201___

_____,

By: _____

_____

By: _____

_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CEQA NOTICE OF EXEMPTION

TO: Orange County Clerk-Recorder
601 N. Ross Street
Santa Ana, CA 92701

FROM City of Brea
Community Development Department
1 Civic Center Circle
Brea, CA 92821

PROJECT TITLE/CASE NO.:	**TENTATIVE PARCEL MAP NO. 2021-198: A REQUEST TO ALLOW A CONDOMINIUM SUBDIVISION OF AN EXISTING OFFICE BUILDING.**
PROJECT LOCATION:	330 E. Lambert Rd.
PROJECT DESCRIPTION:	A Tentative Parcel Map to allow an office condominium the subdivision of an existing eight-unit office building into 32-unit building.
Name of Public Agency Approving Project:	City of Brea
Project Applicant & Address:	CGM Development, LLC 17877 Von Karman Ave #388 Irvine, CA 92614

Exempt Status: ***(Check one)***

☐ Ministerial *(Sec. 21080(b)(1); 15268)*
☐ Declared Emergency *(Sec. 21080(b)(3); 15269(a))*
☐ Emergency Project *(Sec. 21080(b)(4); 15269 (b)(c))*
☒ Categorical Exemption *(Sec. 15301(k))*
☐ Statutory Exemption (15282(s))
☐ Other:

Reason why project is exempt: The Project is categorically exempt from the requirements to prepare additional environmental documentation per CEQA Guidelines Section 15301. Class 1 is applicable to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Per Section 15301 (k) of the CEQA Guidelines, the Project is limited to the subdivision of an existing commercial building, where no physical changes are occurring which are not otherwise exempt.

Joanne Hwang, City Planner ***Date***

DRAFT

CITY OF BREA notice of public hearing

CITY OF BREA

PLANNING COMMISSION NOTICE OF PUBLIC HEARING FOR TENTATIVE PARCEL MAP NO. 2021-198: A REQUEST TO ALLOW A CONDOMINIUM SUBDIVISION OF AN EXISTING OFFICE BUILDING LOCATED AT 330 E. LAMBERT ROAD.

NOTICE IS HEREBY GIVEN, pursuant to State Law, that a public hearing will be held by the Planning Commission to determine whether or not the subject request shall be approved under the provisions of State Law and the Brea City Code as follows:

DATE AND TIME: **Tuesday, March 28, 2023, 6:00 p.m.**
OF HEARING: ***All interested persons may appear and be heard at that time.***

PLACE OF HEARING: Brea Civic & Cultural Center, Council Chambers
1 Civic Center Circle, Brea, CA 92821

FURTHER INFORMATION MAY BE OBTAINED BY CALLING THE PLANNING DIVISION AT (714) 990-7674 OR BY EMAILING PLANNER@CITYOFBREA.NET.

REQUEST: The Applicant, CGM Development, LLC, requests approval of a Tentative Parcel Map (TPM) to subdivide the existing eight-unit office building into 32 units for a condominium purpose.

LOCATION: The Project site is located at 330 East Lambert Road, on the south side of Lambert Road, approximately 370 feet west of the Lambert Road and Cliffwood Park Street intersection. The project site has a General Plan Land Use designation of Light Industrial and a Zoning designation of M-1 (Light Industrial).

ENVIRONMENTAL: The Project has been assessed in accordance with the California Environmental Quality Act (CEQA) Guidelines and the environmental regulations of the City. The Project is categorically exempt from the requirements to prepare additional environmental documentation per CEQA Guidelines Section 15301 (Class 1). The Class 1 exemption is applicable to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use.

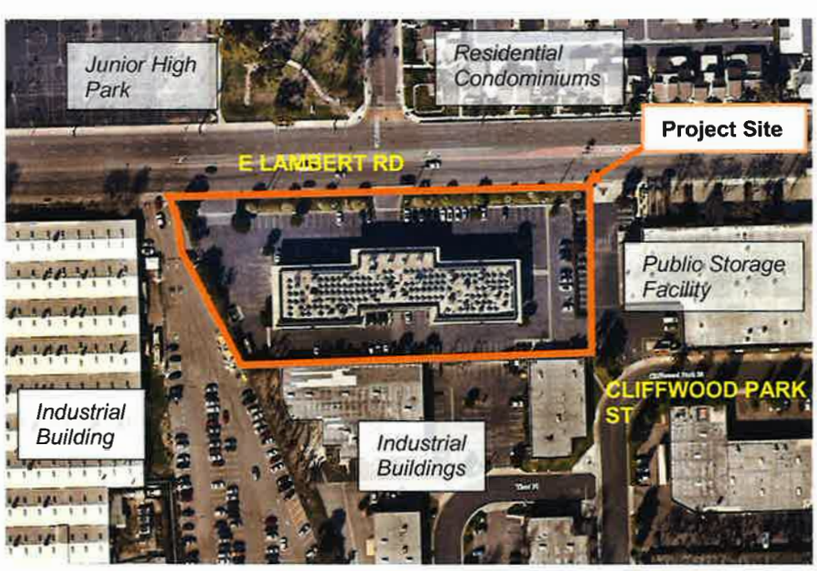
IF YOU CHALLENGE THE PROJECT AND RELATED ENVIRONMENTAL DETERMINATIONS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE, DELIVERED TO THE COMMISSION AT, OR PRIOR TO, THE PUBLIC HEARING.

FOR FURTHER INFORMATION ON THIS SUBJECT, PLEASE CONTACT THE PLANNING DIVISION AT (714) 990-7674.

COMMUNITY DEVELOPMENT DEPARTMENT

Joanne Hwang, AICP
City Planner

AREA MAP



BREA
Community Development **Planning**
1Civic Center Circle
Brea CA 92821

APPLICANT

Agenda Item 7.

City of Brea

PLANNING COMMISSION COMMUNICATION

TO: Honorable Chair and Planning Commission

DATE: 03/28/2023

SUBJECT: **ART IN PUBLIC PLACES APPOINTMENT**

RESPECTFULLY SUBMITTED

Joanne Hwang, AICP, City Planner

Attachments

A. Memo to Planning Commission

BREA PLANNING DIVISION

MEMORANDUM

TO:	**Honorable Chair and Planning Commission**
FROM:	Joanne Hwang, AICP, City Planner
DATE:	March 28, 2023
SUBJECT:	**Art in Public Places Advisory Committee**

This memo is intended to provide information regarding the City's Art in Public Places Advisory Committee (APP Committee) and request that the Planning Commission appoint a representative to the APP Committee.

Background

The City's Art in Public Places Program was established in 1975, designed to work with private developers to integrate three-dimensional sculpture throughout the City. Since then, over 185 sculptures have been installed. Typical Art in Public Places sculptures are permanent outdoor display pieces that is comprised of a wide range of mediums, styles and approaches. Such pieces are maintained by the property owners. The most recent Art in Public Places Policy Manual can be found here:
https://www.ci.brea.ca.us/DocumentCenter/View/174/APPPolicyManual?bidId=

Meetings and Responsibilities

APP Committee is responsible for reviewing all Art in Public Places applications in order to ensure compliance with the Art in Public Places Program criteria. Responsibilities of APP Committee members include attending public APP Committee meetings, exercising judgment that is fair and consistent with policy guidelines and advising the Cultural Arts Commission and the City Council on all public art related issues. APP Committee meets on as-needed-basis.

Committee Members

APP Committee consists of a total of seven members, which includes one commission member from Cultural Arts Commission, Parks, Recreation & Human Services Commission, and Planning Commission, and four members appointed by the City Council

at large. Each member is appointed for a term of two years. The current list of members are as follows:

APP Member Roster (as of 3/16/2023)	
Name	**Type of Appointment**
Kris St. Clair (Chair)	Council appointed member
Margee Hills (Vice Chair)	Council appointed member
Pat Fox	Council appointed member
Judy Randlett	Council appointed member
Robyn Valerie Price	Cultural Arts Commission representative
TBD	Parks, Recreation & Human Services Commission representative
TBD	Planning Commission representative

As the Planning Commission representative seat on the APP Committee is currently vacant, staff recommends that the Planning Commission discuss that matter and appoint a representative to the APP Committee.

END

Agenda Item 8.

City of Brea

PLANNING COMMISSION COMMUNICATION

TO: Honorable Chair and Planning Commission

DATE: 03/28/2023

SUBJECT: **PLANNING DIVISION UPDATES**

RESPECTFULLY SUBMITTED

Joanne Hwang, AICP, City Planner
Prepared by: Kathy Kuo, Planning Technician

Attachments

A. Planning Division Updates

City of Brea

Major Project Summary

BREA PLANNING DIVISION

March 20, 2023

CONTENTS

- **IN PROCESS/REVIEW**

- BREA MALL MIXED USE PROJECT – 100 BREA MALL
- LAMBERT ROAD CONDOMINIUMS – 700-800 W. LAMBERT RD
- BREA METRO OFFICE CONDOS – 330 E. LAMBERT RD
- INDUSTRIAL BUILDING – 2727 E IMPERIAL HIGHWAY
- GASLIGHT SQUARE REDEVELOPMENT – 255 E. IMPERIAL HWY
- AMAZON FACILITY – 275 VALENCIA AVE
- ADU – 415 W DATE ST
- PET AQUAMATION BUSINESS – 580 W. LAMBERT RD
- AT&T WIRELESS ROOFTOP FACILITY – 380 W. CENTRAL AVE
- BREA PLAZA EXPANSION – 1639 E. IMPERIAL HWY
- POPPING YOLK ALCOHOL CUP – 1160 E. IMPERIAL HWY, SUITE J

- **APPROVED/ENTITLED**

- MERCURY LANE APARTMENTS – SOUTHEAST CORNER OF MERCURY LN AND BERRY ST
- BREA IMPERIAL CENTER – 311-391 S. STATE COLLEGE BLVD, 1130-1160 E. IMPERIAL HWY
- WESTERN REALCO – 2929 E. IMPERIAL HWY
- TRANSWESTERN IMPERIAL/BERRY PROJECT – 285 N. BERRY ST, 711 W. IMPERIAL HWY
- THE PHOENIX CLUB – 375 W. CENTRAL AVE
- BREA REGIONAL ANIMAL HOSPITAL – 2500 E. IMPERIAL HWY
- KENKOTSU RAMEN ALCOHOL CUP – 2445 E. IMPERIAL HWY, UNIT K
- STARBUCKS DRIVE-THRU – 2 POINTE DR
- ALOHA VETERINARY HOSPITAL – 407 W. IMPERIAL HWY, SUITE F
- UFC GYM – 220 S. BREA BLVD
- EQUESTRIAN CENTER AMENDMENT – 4449 CARBON CANYON RD

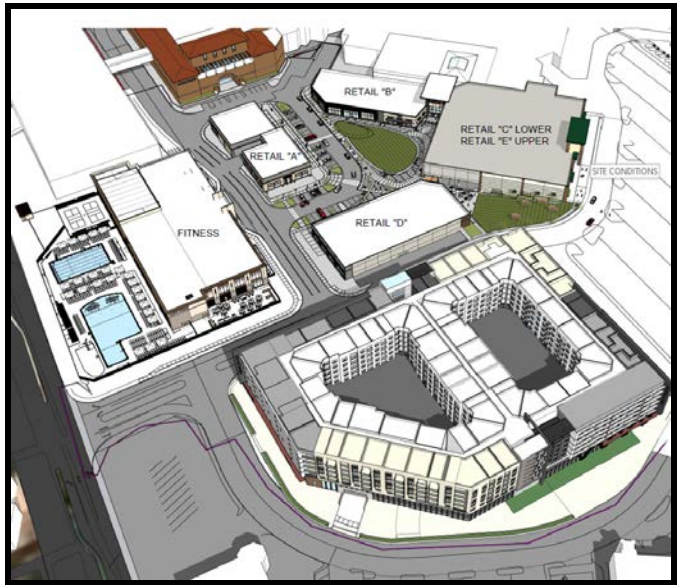
- BB. Q CHICKEN ALCOHOL CUP – 421 S. ASSOCIATED RD
- HISTORIC DESIGNATION – 315 S. FLOWER AVE
- BREA 265 SPECIFIC PLAN
- TENTATIVE PARCEL MAP 16423 – BREA 265
- MEDICAL TRAINING FACILITY – 910 E. BIRCH ST, UNIT 380
- DE ORO LA PUERTA ALCOHOL CUP – 171 S. KRAEMER BLVD, SUITE D-1, D-2, D-3
- ADU – 527 E. ELM ST
- RESIDENCE INN ALCOHOL CUP – 180 S. STATE COLLGE BLVD
- GYM - PERSONAL TRAINING FACILITY – 650 N. BERRY ST

- **REPEALED/DENIED**

- BREA PLAZA – 1639 E. IMPERIAL HWY
- SHOOT SOCAL – 524 E. IMPERIAL HWY

In-Process/Review

BREA MALL MIXED USE PROJECT ***(MAP ID: 1)***

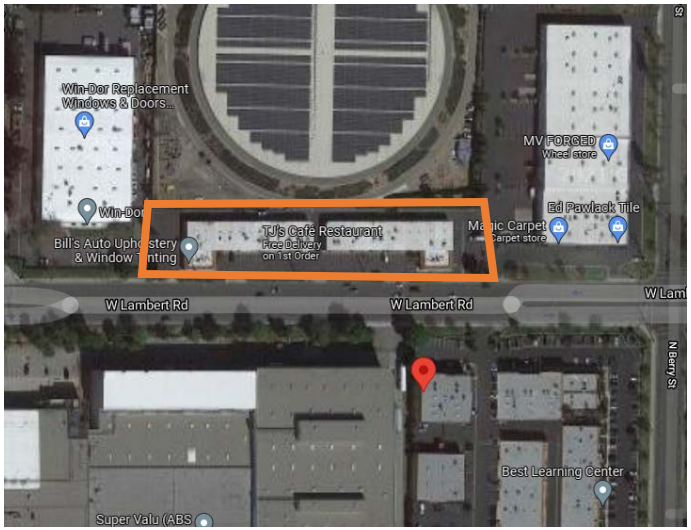
Project:	• EIR, General Plan Amendment, Zone Change, Development Agreement, Precise Development Plan, Tentative Parcel Map, and Conditional Use Permits	**PROJECT MAP:** 
Project No.:	• EIR 20-01, GPA No. 20-01; ZC No. 20-01, DA No. 20-01, TPM 22-113, PD No. 20-02, and CUP Nos. 20-06, 22-17, 22-18 and 22-19 **ACCELA No. PLN 2021-00008**	
Project Location:	• 100 Brea Mall; Assessor's Parcel Number (APN): 319-101-37 • Brea Mall; Assessor's Parcel Numbers (APNs): 319-100-26, -62, -63, -64, -71, -73, -75 -76, -79, -89 and 319-103-22 (Note: GPA No. 2020-01 and ZC No. 2020-01 apply to the entire Brea Mall site)	
Project Description:	• The Applicant, Simon Property Group, is requesting the following entitlements: (1) General Plan Amendment No. 2020-01 to change the General Plan Land Use designation of the Project site and the Brea Mall from Regional Commercial to Mixed Use I; (2) Zone Change No. 2020-01, to change the zoning designation of the site from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed Use I (MU-I); (3) Development Agreement No. 2020-01 to define the terms of development proposed by vesting the City's approval while specifying public benefits and improvements; (4) Precise Development Plan No. 2020-02 to demolish the former Sears building and surface parking lot and allow a new mixed-use development that includes retail, restaurants, for-rent residential apartments, a resort-type fitness center and an outdoor gathering space; (5) Tentative Parcel Map No. 2022-113 to subdivide a 15.5-acre within the 74-acre Brea Mall site, for development of the proposed mixed-use project; and (6) Conditional Use Permit No. 2020-06 to allow a shared parking between the residential and commercial uses, Conditional Use Permit No. 2022-16 to establish the Brea Mall sign program, Conditional Use Permit No. 2022-17 to allow on-site	**CURRENT STATUS:** • Planning Commission Study Session (Project Preview) was held on September 27, 2022. • Planning Commission Public Hearing (Project Introduction) was held on October 25, 2022. • Planning Commission recommended approval of the project to the City Council on December 13, 2022. • City Council Public Hearing TBD.

	alcohol consumption of beer, wine and distilled spirts within dining establishments and Conditional Use Permit No. 2022-18 to allow a fitness center.	
Project Planner:	• Kim Zuppiger, Contract Planner (KimZ@cityofbrea.net)	
Applicant:	• Simon Properties	
Notes:	Next Steps: • The Final EIR was made available for public review on September 27, 2022 and can be viewed at City Hall and the Brea Community Center and the City's website: https://www.ci.brea.ca.us/166/Projects-in-Process • A comprehensive response to the requested information from the Planning Commission can be accessed from the following link: https://www.ci.brea.ca.us/DocumentCenter/View/13942/PC-QA-items-12-1-22 • Updated project information from the technical studies that has been incorporated in the Final EIR, and can be found in the following link: https://www.ci.brea.ca.us/DocumentCenter/View/13941/Combine-Updated-Tech-Studies	

LAMBERT ROAD CONDOS ***(MAP ID: 2)***

Project:	• Tentative Parcel Map
Project No.:	• TPM 2021-189; **Accela No.: PLN-2021-00061**
Project Location:	• Accessor's Parcel Number (APN): 296-223-13 • 700-800 W Lambert Road.
Project Description:	• The applicant is proposing to convert two (2) existing 12-unit buildings (total 24 units) into 24 industrial condominium units. No new construction is proposed; existing unit boundaries, floor plans and floor areas will not change.
Project Planner:	• Esteban Rubiano (estebanr@cityofbrea.net)
Applicant:	• 801 Lambert LLC, A California Limited Liability Company (Mark Blumenthal)
Notes:	• Application was submitted October 25, 2021. • Initial staff comments provided to applicant; pending resubmittal.

PROJECT MAP:



CURRENT STATUS:

- No tentative Planning Commission meeting at this time.

BREA METRO OFFICE CONDOS ***(MAP ID: 3)***

Project:	• Tentative Parcel Map
Project No.:	• TPM No. 2021-198; **Accela No: PLN-2021-00057**
Project Location:	• Accessor's Parcel Number (APN): 319-192-15 • 330 E Lambert Rd
Project Description:	• The applicant is requesting to subdivide the property into approximately 32 individual office condominiums. No change of use, demolition or on-site improvements.
Project Planner:	• Kathrine Kuo, Planning Technician (kathrinek@cityofbrea.net)
Applicant:	• CGM Development LLC (Gordon Lau)
Notes:	• Application was submitted November 22, 2021. • Process and completion of associated project applications.

PROJECT MAP:

CURRENT STATUS:

- Planning Commission public hearing scheduled for March 28, 2023.

INDUSTRIAL BUILDING ***(MAP ID: 4)***

Project:	• Plan Review
Project No.:	• PR No. 2022-04; EIR Addendum; **ACCELA No. PLN 2022-00012**
Project Location:	• 2727 E. Imperial Highway • Assessor's Parcel Number (APN): 320-091-66
Project Description:	• The applicant is requesting the demolition and rebuild of a new warehouse with related site improvements. The building would be a total of 120,550 SF.
Project Planner:	• Kim Zuppiger, Contract Planner (KimZ@cityofbrea.net)
Applicant:	• Duke Realty
Notes:	Next Steps: • Application was submitted March 3, 2022 • Staff comments provided to applicant; pending resubmittal.

PROJECT MAP:

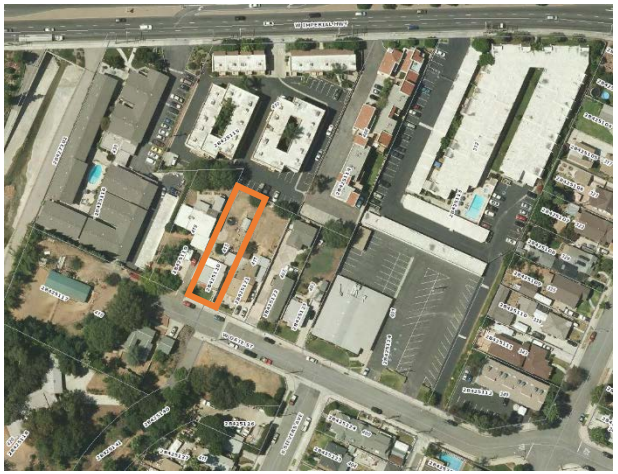
CURRENT STATUS:

- Project is currently under review.
- Planning Commission review is not required.

BREA GASLIGHT SQUARE REDEVELOPMENT ***(MAP ID: 5)***		
Project:	• Precise Development, Conditional Use Permit, General Plan Amendment, Zone Change, CUP No. 2022-13 (Amendment to CUP No. 1990-20)	**PROJECT MAP:**
Project No.:	• PD No. 22-01; CUP No. 22-03; GPA No. 22-02; ZC No. 22-02; CUP 22-13 (Amend CUP 90-20); **ACCELA No. PLN 2022-00011**	
Project Location:	• 255 E. Imperial Highway • Assessor's Parcel Number (APN): 319-292-31, 319-292-33, 319-292-35, 319-292-36	
Project Description:	• The Project proposes to retain two of the existing five buildings that are currently used for medical uses. The remaining three commercial buildings totaling 18,286 square feet would be demolished to facilitate the construction of a 2,000 square foot drive-through restaurant with an outdoor seating area and a 6,000 square foot commercial building consisting of 2,400 square feet of restaurant and 3,600 square feet of medical or retail space. The drive-through restaurant building would be located on the southeast portion of the site and could accommodate 12 vehicles within the drive-through. The restaurant and retail/medical building would be located at the southwest portion of the site. New landscape is proposed throughout the site featuring new trees and planters. The Project would also reconfigure the existing parking lot and proposes 92 parking spaces on-site and 19 parking spaces off-site. As proposed the new buildings architectural style is modern with a variety of exterior material including wood siding, concrete, smooth stucco, brick and aluminum. At this time, the Project is not proposing any specific tenants or businesses.	
Project Planner:	• Jason Killebrew, Community Development Director (jasonk@cityofbrea.net)	**CURRENT STATUS:** • Planning Commission Public Hearing (Intro to Project) held on January 24, 2023. • Planning Commission review continued to April 11, 2023.
Applicant:	• Dwight Manley	
Notes:	Next Steps: • Application was submitted March 3, 2022 • Process and completion of associated project entitlement applications. • Notice of Preparation was posted on June 20, 2022 to July 20, 2022. • The Draft EIR and technical studies have been prepared. • Notice of Availability for the DEIR was posted on January 25, 2023. Copies of the DEIR are available for review at the City of Brea – Planning Division, 1 Civic Center Circle,	

	Level 3, Brea, CA 92821 and Brea Community Center, 1 Civic Center Circle, Level 1, Brea, CA 92821. The document is also available online at: https://www.ci.brea.ca.us/166/Projects-in-Process. The public review period for the DEIR ended on Monday, March 13, 2023, at 12:00 p.m.	

AMAZON FACILITY ***(MAP ID: 6)***		
Project:	• Plan Review	**PROJECT MAP:**
Project No.:	• PR No. 2022-09; **ACCELA No. PLN 2022-00042**	
Project Location:	• 275 W. Valencia • Assessor's Parcel Number (APN): 320-233-17	
Project Description:	• The Project proposes to demolish the existing 3-story, 637,503 square-foot, 60-foot high office building (previously occupied by Bank of America) and construct a new 181,500 square-foot, 44-foot high warehouse building that will be used as Amazon's parcel delivery facility.	
Project Planner:	• Jessica Newton, Senior Planner (jessican@cityofbrea.net)	
Applicant:	• Niraj Patel of Ware Malcomb	
Notes:	Next Steps: • Application was submitted May 31, 2022 • Staff comments provided to applicant; pending resubmittal.	**CURRENT STATUS:** • Project is currently under review. • Planning Commission review is not required.

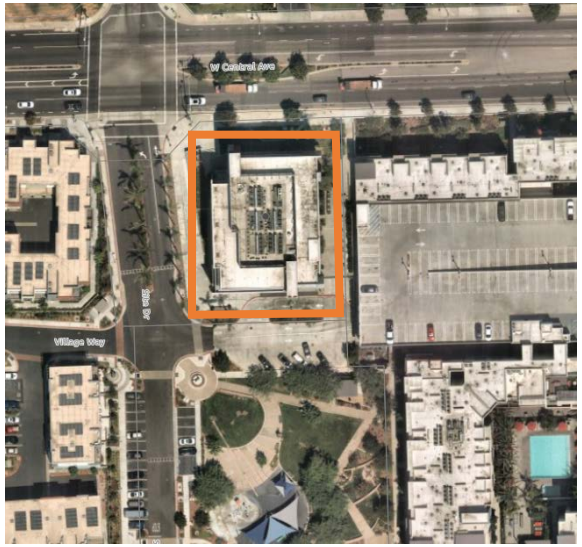
415 WEST DATE STREET ***(MAP ID: 7)***		
Project:	• Certificate of Compatibility	**PROJECT MAP:**
Project No.:	• CC No. 2022-02; **ACCELA No. PLN 2022-00049**	
Project Location:	• 415 W. Date Street • Assessor's Parcel Number (APN): 284-213-36	
Project Description:	• The applicant is proposing to construct a 1,200 square foot two-story detached ADU on an approximately 7,864 square foot lot developed with an approximately 1,018 square foot single-family residence.	
Project Planner:	• Kathrine Kuo, Planning Technician (kathrinek@cityofbrea.net)	
Applicant:	• Karina Bernal	**CURRENT STATUS:** • No tentative Planning Commission meeting at this time.
Notes:	Next Steps: • Application was submitted June 29, 2022 • Staff comments provided to applicant; pending resubmittal.	

PET AQUAMATION BUSINESS ***(MAP ID: 8)***	
Project:	• Conditional Use Permit
Project No.:	• CUP No. 2022-15; **ACCELA No. PLN 2022-00053**
Project Location:	• 580 W Lambert Road, Unit E • Assessor's Parcel Number (APN): 296-081-07
Project Description:	• The applicant is proposing to establish a pet aquamation (cremation) facility with mobile after-life care veterinary services. No live animals are proposed on-site.
Project Planner:	• Kathrine Kuo, Planning Technician (kathrinek@cityofbrea.net)
Applicant:	• Dr. Annie Forslund (Home Pet Euthanasia of Southern California)
Notes:	Next Steps: • Application was submitted July 19, 2022 • Initial staff comments provided to applicant; pending resubmittal.

PROJECT MAP:

CURRENT STATUS:

- No tentative Planning Commission meeting at this time.

AT&T WIRELESS ROOFTOP FACILITY ***(MAP ID: 9)***		
Project:	• Plan Review	**PROJECT MAP:**
Project No.:	• PR No. 2022-12; PR No. 2022-13; **ACCELA No: PLN-2022-00074**	
Project Location:	• Assessor's Parcel Number (APN): 296-241-10 • 380 W Central Ave	
Project Description:	• The applicant is proposing to install a new rooftop wireless communication facility on an existing commercial office building.	
Project Planner:	• Kathrine Kuo, Planning Technician (kathrinek@cityofbrea.net)	
Applicant:	• New Cingular Wireless PCS, LLC dba AT&T Wireless	
Notes:	• Application was submitted November 22, 2022. • Staff comments provided to applicant; Application was resubmitted March 15, 2023.	**CURRENT STATUS:** • Project is currently under review. • Planning Commission review is not required.

BREA PLAZA EXPANSION ***(MAP ID: 10)***		
Project:	• Conditional Use Permit	**PROJECT MAP:**
Project No.:	• CUP No. 2022-23; PD No. 2022-12; **ACCELA No: PLN-2022-00078**	
Project Location:	• Assessor's Parcel Number (APN): 319-391-01 • 1639 E Imperial Hwy	
Project Description:	• The applicant is proposing to the demolition of a 18,425 square foot theater (Building F) and remodeling Buildings E & G for retail ground floor use and a new second floor for office use. Building E would add 7,071 sq. ft. to the ground floor and a new 6,480 sq. ft. second floor with a 400 sq. ft. outdoor patio. Building G would add a new 8,480 sq. ft. second floor with a 900 sq. ft. outdoor patio.	
Project Planner:	• Jessica Newton, Senior Planner (jessican@cityofbrea.net)	
Applicant:	• Waad J. Nadhir	
Notes:	• Application was submitted December 14, 2022. • Staff comments provided to applicant; Application was resubmitted March 10, 2023.	**CURRENT STATUS:** • No tentative Planning Commission meeting at this time.

POPPING YOLK CAFÉ ALCOHOL CUP ***(MAP ID: 11)***		
Project:	• Conditional Use Permit	**PROJECT MAP:**
Project No.:	• CUP No. 2023-01; **ACCELA No: PLN-2023-00014**	
Project Location:	• Assessor's Parcel Number (APN): 029-331-28 • 1160 E Imperial Hwy, Suite J	
Project Description:	• The applicant is proposing an on-sale beer and wine alcohol license at a sit-down restaurant (Popping Yolk Café).	
Project Planner:	• Cristal Nava (cristaln@cityofbrea.net)	
Applicant:	• PYC Brea (Jason Tsai)	
Notes:	• Application was submitted March 8, 2023.	**CURRENT STATUS:** • No tentative Planning Commission meeting at this time.

Approved/Entitled

MERCURY LANE APARTMENTS ***(Map ID: 1)***

Project:	• Planned Community Master Plan, Zone Change, Development Agreement, Environmental Impact Report
Project No.:	• PCMP No. 19-01, ZC No. 19-01, DA No 19-01, FEIR 19-01
Project Location:	• Assessor's Parcel Number (APN): 296-141-05 • Southeast corner of Mercury Lane and Berry Street
Project Description:	• The project is an approval to develop a 5-story building with 114 workforce residential units.
Project Planner:	• Cecilia Madrigal-Gonzalez, Associate Planner (ceciliamg@cityofbrea.net)
Notes:	• The applicant has submitted building permit plans as of December 2021.

RENDERING:

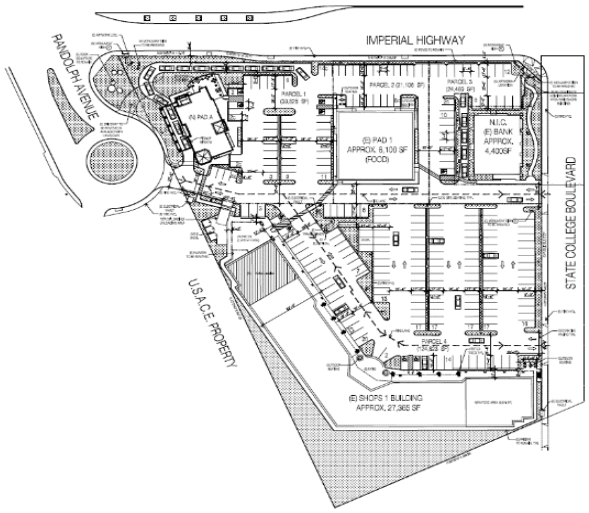
CURRENT STATUS:

- Planning Commission approved project on April 28, 2020
- City Council approved the project on June 2, 2020

BREA IMPERIAL CENTER ***(Map ID: 2)***

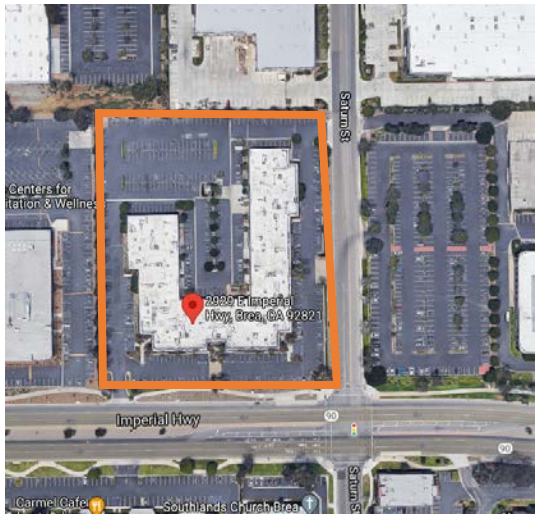
Project:	• Amendment to Conditional Use Permit 18-06, Precise Development 17-03 for new restaurant building, Conditional Use Permit for Type 47 Alcohol, Conditional Use Permit for Sign Program, Tentative Parcel Map for Subdivide
Project No.:	• CUP 18-05, PD 17-03, CUP 18-07 (Sign Program), TPM 2017-01
Project Location:	• Assessor's Parcel Number (APN): 029-331-22, -28 • 311-391 South State College & 1130-1160 Imperial Highway
Project Description:	• The project includes the approval of the Precise Development and Conditional Use Permit with regards to façade improvements, demolition and reconstruction of a portion of the Brea Imperial Center and to consider parking modifications to the center with a new comprehensive sign program. In addition, a Tentative Parcel Map to subdivide the 4.1-acre site into two parcels.
Project Planner:	• Cecilia Madrigal-Gonzalez, Associate Planner (ceciliamg@cityofbrea.net)
Notes:	

PROJECT MAP:

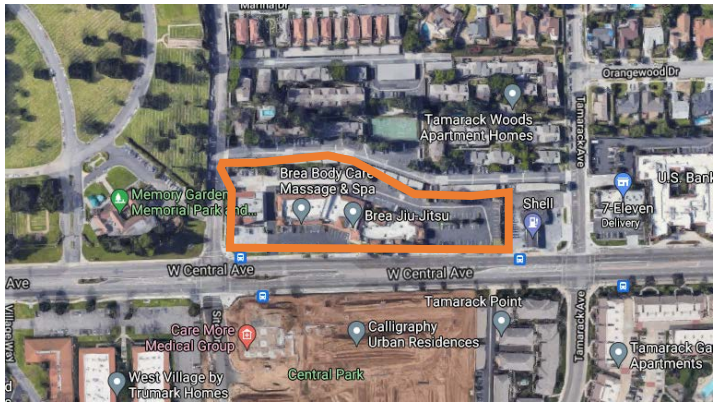


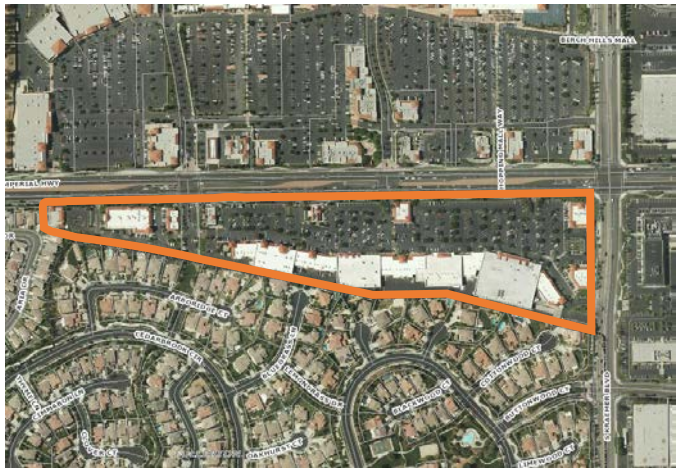
CURRENT STATUS:

- The Planning Commission approved the project on July 24, 2018.

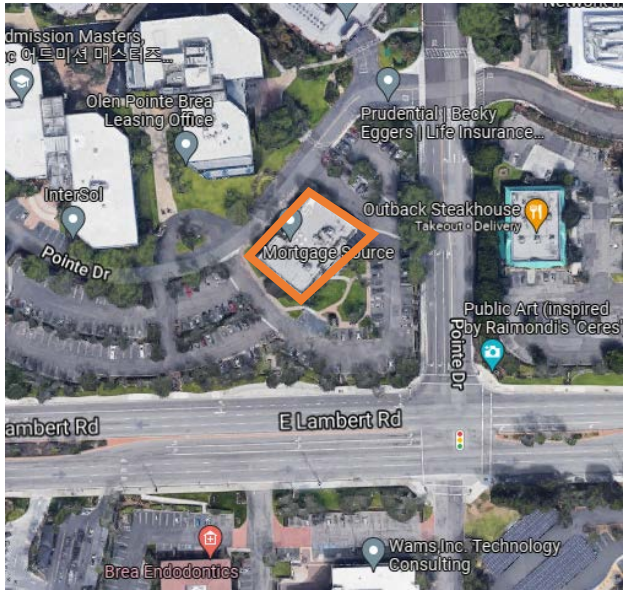
WESTERN REALCO ***(MAP ID: 3)***		
Project:	• Plan Review, Administrative Remedy	**PROJECT MAP:** 
Project No.:	• PR 21-06; AR 21-03; MND 21-02; ACCELA No. PLN-2021-000030	
Project Location:	• Accessor's Parcel Number (APN): 320-091-63 • 2929 E Imperial Hwy	
Project Description:	• The applicant is proposing the demolition of the existing office building and constructing a new 131,500 square foot industrial building, with request to increase the permitted lot coverage in the M-1 Zone.	
Project Planner:	• Cecilia Madrigal-Gonzalez, Associate Planner (ceciliamg@cityofbrea.net)	
Applicant:	• Western Realco, LLC (Jeremy Mape)	**CURRENT STATUS:** • Approved by Planning Commission on August 24, 2021.
Notes:	• Currently under construction	

TRANSWESTERN IMPERIAL & BERRY ***(MAP ID: 4)***		
Project:	• Precise Development, Mitigated Negative Declaration, Conditional Use Permit, Tentative Parcel Map	**PROJECT MAP:**
Project No.:	• PD No. 21-01; MND No. 21-01, CUP 21-08, TPM 2021-140; **ACCELA No. PLN-2021-00007**	
Project Location:	• 285 N Berry Street and 711 W Imperial Hwy • Assessor's Parcel Number (APN): 296-101-08; 296-101-05; 296-101-03	
Project Description:	• The applicant is proposing the development of a new 126,797 square foot industrial building with associated parking and landscaping.	
Project Planner:	• Cecilia Madrigal-Gonzalez, Associate Planner (ceciliamg@cityofbrea.net)	
Applicant:	• Transwestern Company (Sara Santomauro)	
Notes:	• Building permits have been submitted and construction is set to start soon.	**CURRENT STATUS:** • Approved by Planning Commission on September 28, 2021

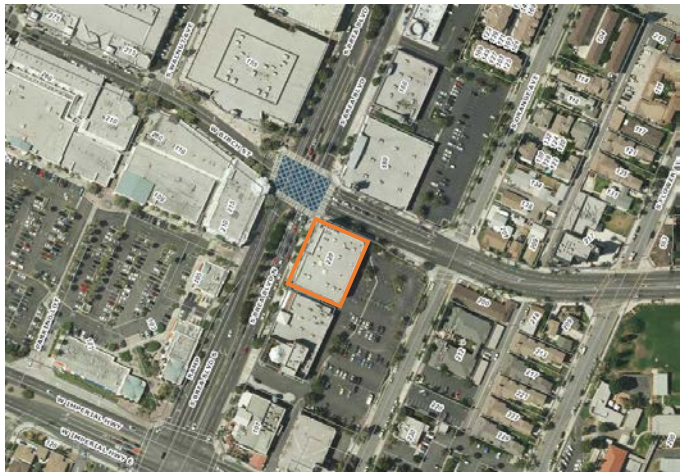
THE PHOENIX CLUB ***(MAP ID: 5)***		
Project:	• Conditional Use Permit for banquet hall, parking modification, and on-site alcohol license.	**PROJECT MAP:** 
Project No.:	• CUP 21-04, -05, -06; **ACCELA No. PLN-2021-00046**	
Project Location:	• 375 W Central Ave • Assessor's Parcel Number (APN): 304-041-10	
Project Description:	• The applicant is proposing a restaurant/bar with a banquet hall. In addition, the applicant will also occupy three tenant spaces for office and multi-purpose rooms for member only classes, meeting, etc.	
Project Planner:	• Esteban Rubiano (estebanr@cityofbrea.net)	**CURRENT STATUS:**
Applicant:	• The Phoenix Club (Linda Kriestant)	• Approved by Planning Commission on April 26, 2022.
Notes:	• The Phoenix Club is expected to move in March 2023.	

BREA REGIONAL ANIMAL HOSPITAL ***(MAP ID: 6)***		
Project:	• Conditional Use Permit	**PROJECT MAP:**
Project No.:	• CUP No. 2022-02; **ACCELA No. PLN 2022-00010**	
Project Location:	• 2500 E. Imperial Highway • Assessor's Parcel Number (APN): 336-541-30	
Project Description:	• The applicant is proposing to establish an animal hospital with no changes to the exterior of the building and no building expansion	
Project Planner:	• Planning Division (planner@acityofbrea.net)	
Applicant:	• Richard Wright	**CURRENT STATUS:**
Notes:	• Currently under construction	• Approved by Planning Commission on June 28, 2022.

ALOHA VETERINARY HOSPITAL ***(MAP ID: 7)***		
Project:	• Conditional Use Permit	**PROJECT MAP:**
Project No.:	• CUP No. 2022-11; **ACCELA No. PLN 2022-00035**	
Project Location:	• 407 W. Imperial Hwy, Suite F • Assessor's Parcel Number (APN): 296-142-08	
Project Description:	• The applicant is proposing to establish an animal hospital (Aloha Veterinary Hospital) within an existing commercial tenant space at Brea Gateway Center.	
Project Planner:	• Cecilia Madrigal-Gonzalez, Associate Planner (ceciliamg@cityofbrea.net)	**CURRENT STATUS:** • Approved by Planning Commission on July 26, 2022.
Applicant:	• Aloha Veterinary Hospital (Ignacio Jimenez)	
Notes:		

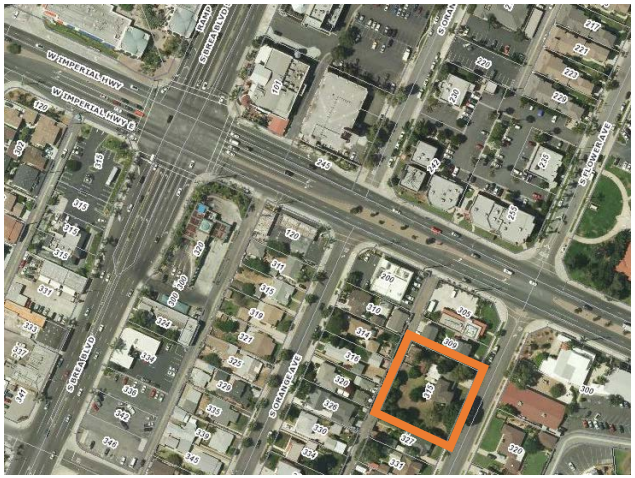
STARBUCKS DRIVE-THRU ***(MAP ID: 8)***		
Project:	• Amendment to Conditional Use Permit	**PROJECT MAP:** 
Project No.:	• CUP 2021-10; **Accela No: PLN-2021-00051**	
Project Location:	• Accessor's Parcel Number (APN): 319-381-05 • 2 Pointe Drive	
Project Description:	• The applicant is proposing a new Starbucks with a drive-thru & retail tenant space. The location was previously occupied by Souplantation.	
Project Planner:	• Kim Zuppiger, Contract Planner (KimZ@cityofbrea.net)	
Applicant:	• Dale Lyon	
Notes:	• Building Permit plans has been submitted and is under review.	**CURRENT STATUS:** • Approved by Planning Commission July 26, 2022

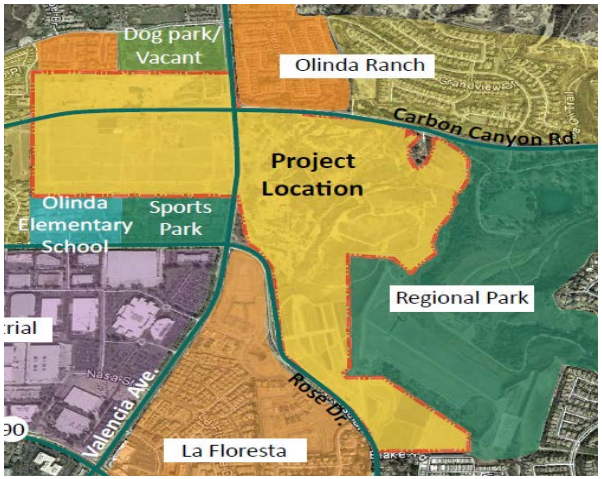
KENKOTSU RAMEN ALCOHOL CUP ***(MAP ID: 9)***		
Project:	• Conditional Use Permit	**PROJECT MAP:**
Project No.:	• CUP No. 2022-10; **ACCELA No. PLN 2022-00034**	
Project Location:	• 2445 E. Imperial Highway, Unit K • Assessor's Parcel Number (APN): 320-331-05	
Project Description:	• The applicant is proposing an on-sale beer and wine alcohol license at an existing restaurant (Kenkotsu Ramen).	
Project Planner:	• Planning Division (planner@cityofbrea.net)	
Applicant:	• Kenkotsu Ramen (Chung Sen Chan)	**CURRENT STATUS:** • Approved by Planning Commission on July 26, 2022.
Notes:	N/A	

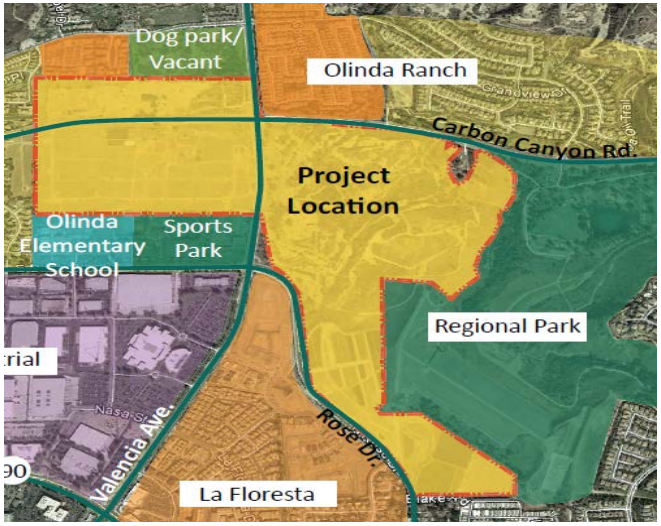
UFC GYM ***(MAP ID: 10)***		
Project:	• Conditional Use Permit	**PROJECT MAP:**
Project No.:	• CUP No. 2022-06; **ACCELA No. PLN 2022-00020**	
Project Location:	• 220 S. Brea Boulevard • Assessor's Parcel Number (APN): 319-291-36	
Project Description:	• The applicant is proposing to establish a UFC gym within an existing 27,903 square foot two-story commercial building in Brea Downtown.	
Project Planner:	• Cecilia Madrigal-Gonzalez, Associate Planner (ceciliamg@cityofbrea.net)	
Applicant:	• Bryan Montoya	**CURRENT STATUS:** • Approved by the Planning Commission on July 26, 2022.
Notes:	• Construction to start soon.	

EQUESTRIAN CENTER AMENDMENT ***(MAP ID: 11)***		
Project:	• Conditional Use Permit No. 2022-07 (Amendment to CUP No. 12-1977)	**PROJECT MAP:**
Project No.:	• CUP No. 2022-07; **ACCELA No. PLN 2022-00021**	
Project Location:	• 4449 Carbon Canyon Road • Assessor's Parcel Number (APN): 308-011-15	
Project Description:	• The applicant is proposing to amend CUP 12-1977 to increase the amount of horses allowed for boarding purposes at an existing equestrian center (El Rodeo Stables) from 60 to 100 horses.	
Project Planner:	• Cecilia Madrigal-Gonzalez, Associate Planner (ceciliamg@cityofbrea.net)	**CURRENT STATUS:** • Approved by the Planning Commission on August 23, 2022.
Applicant:	• Bill Klovstad & Fran Klovstad	
Notes:		

BB. Q CHICKEN ALCOHOL CUP ***(MAP ID: 12)***		
Project:	• Conditional Use Permit	**PROJECT MAP:**
Project No.:	• CUP No. 2022-12; **ACCELA No. PLN 2022-00045**	
Project Location:	• 421 S. Associated Road • Assessor's Parcel Number (APN): 319-391-01	
Project Description:	• The applicant is proposing an on-sale beer and wine alcohol license at a sit-down restaurant (Bb. Q Chicken).	
Project Planner:	• Planning Division (planner@cityofbrea.net)	**CURRENT STATUS:** • Approved by the Planning Commission on August 23, 2022.
Applicant:	• Bb. Q Chicken Inc.	
Notes:		

315 SOUTH FLOWER AVENUE ***(MAP ID: 13)***		
Project:	• Historic Resource Designation	**PROJECT MAP:** 
Project No.:	• HRD No. 2022-01; **ACCELA No. PLN 2022-00052**	
Project Location:	• 315 South Flower Avenue • Assessor's Parcel Number (APN): 284-234-18	
Project Description:	• The applicant is proposing to add a residential structure (two-story single family residence and attached garage) to the Brea Historic Resources Register.	
Project Planner:	• Planning Division (planner@cityofbrea.net)	
Applicant:	• Todd and Hawley Shoepe	**CURRENT STATUS:** • Approved by the Planning Commission on August 23, 2022.
Notes:		

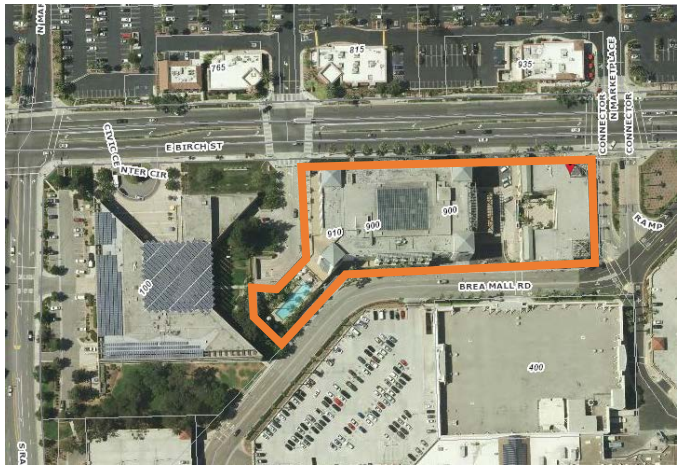
AERA ENERGY / Brea 265 SP, GPA, ZC, and DA ***(MAP ID: 14)***		
Project:	• Specific Plan, General Plan Amendment, Zone Change, and Development Agreement	**PROJECT MAP:** 
Project No.:	• **ACCELA No. PLN-2020-00011;** ENV No. 22-01, GPA No. 22-01, ZC No. 22-01, DA No. 22-01, SP No. 22-01	
Project Location:	• Accessor's Parcel Map (APN): 322-031-24; 322-031-23; 322-031-31; 322-031-04; 322-031-12; 322-031-01; 322-031-10; 322-031-15; 322-031-14; 322-031-13; 322-031-13; 3200-070-02l; 322-072-02; 322-031-21; 322-03-121; 322-031-19; 320-071-29; 320-073-07 • North of Route 90 and East of State Route 57. The 262-acre site, commonly known as Brea 265, is generally bounded by Lambert Road/Carbon Canyon Road to the north, Carbon Canyon Regional Park to the east, Birch Street and Rose Drive to the South, and residential uses to the west.	
Project Description:	• The applicant is requesting the following entitlements: (1) General Plan Amendment No. 2022-01 to change the General Plan Land Use designation of the site from Hillside Residential and Low Density Residential to Brea 265 Specific Plan; (2) Zone Change No. 2022-01 to change the zoning of the site from HR and R-1 to Brea 265 Specific Plan; (3) Specific Plan No. 2022-01 for the adoption of a new specific plan providing up to 1,100 residential dwelling units, parks and recreational amenities, and open space and right of way improvements; (4) Tentative Tract Map No. 16423 for the subdivision of the project site for residential, parks and open space uses; and Development Agreement No. 2022-01 between the developer and City defining terms of development by vesting the City's approval and specifying public benefits and improvements	**CURRENT STATUS:** • Planning Commission recommended approval of the project to the City Council on May 24, 2022. • City Council reviewed the SP, GPA, ZC, and DA for the Project on June 21, 2022. The project was continued to July 19, 2022, where it was approved by City Council.
Project Planner:	• Planning Division (Planner@cityofbrea.net)	
Applicant:	• AERA ENERGY	
Notes:		

AERA ENERGY/ BREA 265 TTM ***(MAP ID: 15)***		
Project:	• Tentative Trct Map	**PROJECT MAP:** 
Project No.:	• **ACCELA No. PLN 2020-00011;** TTM 16423	
Project Location:	• Accessor's Parcel Map (APN): 322-031-24; 322-031-23; 322-031-31; 322-031-04; 322-031-12; 322-031-01; 322-031-10; 322-031-15; 322-031-14; 322-031-13; 322-031-13; 3200-070-02l; 322-072-02; 322-031-21; 322-03-121; 322-031-19; 320-071-29; 320-073-07 • North of Route 90 and East of State Route 57. • The 262-acre site, commonly known as Brea 265, is generally bounded by Lambert Road/Carbon Canyon Road to the north, Carbon Canyon Regional Park to the east, Birch Street and Rose Drive to the South, and residential uses to the west.	
Project Description:	• The applicant is requesting Tentative Tract Map No. 16423 for the subdivision of the project site for residential, parks and open space uses. The TTM would implement the approved Brea 265 Specific Plan.	**CURRENT STATUS:** • Planning Commission approved the TTM for the project on September 27, 2022.
Project Planner:	• Planning Division (Planner@cityofbrea.net)	
Applicant:	• AERA ENERGY	
Notes:		

MEDICAL TRAINING FACILITY ***(MAP ID: 16)***

Project:	• Conditional Use Permit
Project No.:	• CUP No. 2022-08; **ACCELA No. PLN 2022-00024**
Project Location:	• 910 E Birch Street, Unit 380 • Assessor's Parcel Number (APN): 319-101-46
Project Description:	• The proposed project establishment of a medical training facility, and a tenant improvement of an existing 2,400 square foot commercial tenant space to facilitate such use, at 910 E. Birch Street, Unit 380. Aesthetic Immersion provides medical aesthetics training & education for the aesthetics industry. They offer training programs that teach the proper and effective use of various products and treatments. They conduct both in-person hands-on training as well as online virtual training programs.
Project Planner:	• Kim Zuppiger, Contract Planner (KimZ@cityofbrea.net)
Applicant:	• Aesthetic Immersion (Brian Robertson)
Notes:	

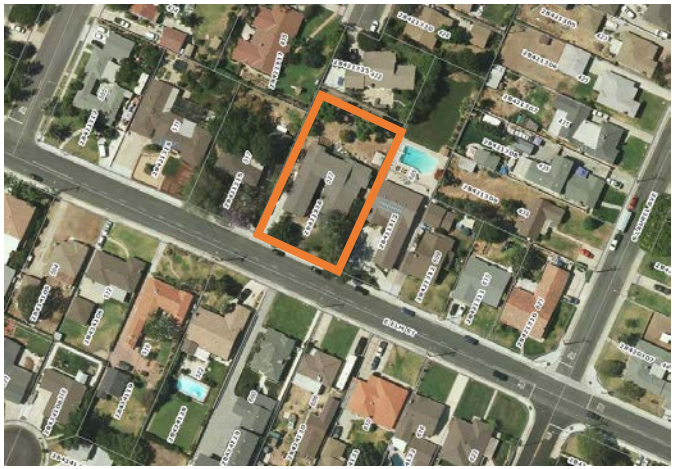
PROJECT MAP:



CURRENT STATUS:

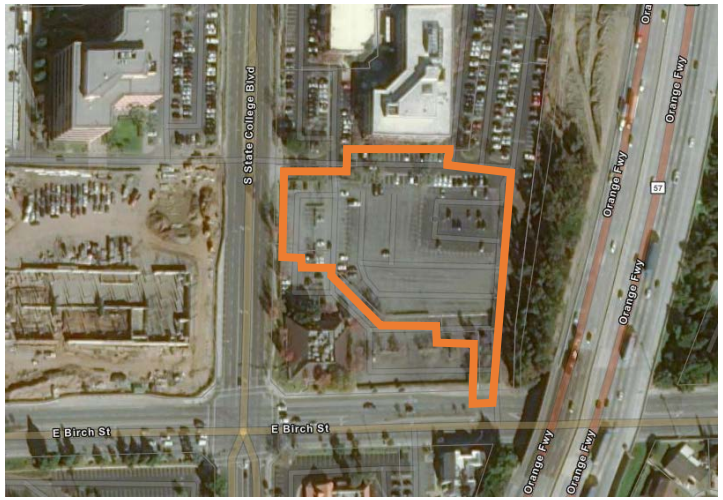
- Planning Commission approved project on September 27, 2022.

DE ORO LA PUERTA ALCOHOL CUP ***(MAP ID: 17)***		
Project:	• Conditional Use Permit	**PROJECT MAP:**
Project No.:	• CUP No. 2022-09; **ACCELA No. PLN 2022-00024**	
Project Location:	• 171 S Kraemer Boulevard, Suite D-1, D-2, D-3 • Assessor's Parcel Number (APN): 320-321-03	
Project Description:	• The applicant is proposing to increase the alcohol service area of an existing an on-sale beer and wine license for a sit-down restaurant (De Oro La Puerta).	
Project Planner:	• Cecilia Madrigal-Gonzalez, Associate Planner (ceciliamg@cityofbrea.net)	
Applicant:	• Margarita Montelongo	**CURRENT STATUS:** • Planning Commission approved project on September 27, 2022.
Notes:		

527 E ELM STREET ADU ***(MAP ID: 18)***		
Project:	• Certificate of Compatibility	**PROJECT MAP:** 
Project No.:	• CC No. 2022-01; **ACCELA No. PLN 2022-00019**	
Project Location:	• 527 E. Elm Street • Assessor's Parcel Number (APN): 284-213-36	
Project Description:	• The applicant is proposing to construct a 1,496 square foot detached ADU on an approximately 20,084 square foot lot developed with an approximately 3,000 square foot single-family residence.	
Project Planner:	• Planning Division (planner@cityofbrea.net)	**CURRENT STATUS:** • Planning Commission approved project on October 25, 2022.
Applicant:	• Frederick Talactac	
Notes:		

GYM- PERSONAL TRAINING FACILITY ***(MAP ID: 19)***		
Project:	• Conditional Use Permit	**PROJECT MAP:**
Project No.:	• CUP No. 2021-15; **Accela No: PLN-2021-00056**	
Project Location:	• Assessor's Parcel Number (APN): 296-132-01 • 650 N Berry St	
Project Description:	• The applicant is proposing to improve an existing 2 story office building into a training facility (gym) with ancillary office space.	
Project Planner:	• Jessica Newton, Senior Planner (JessicaN@cityofbrea.net)	
Applicant:	• Adela Miller	
Notes:	• Application was submitted September 24, 2021.	**CURRENT STATUS:** • Planning Commission approved project on December 13, 2022.

RESIDENCE INN ALCOHOL CUP ***(MAP ID: 20)***		
Project:	• Conditional Use Permit	**PROJECT MAP:**
Project No.:	• CUP No. 2022-20; **ACCELA No. PLN 2020-00067;**	
Project Location:	• 180 S State College Boulevard • Assessor's Parcel Map (APN): 319-322-04	
Project Description:	• The applicant is proposing an off-site sale of alcohol (beer and wine) for a new hotel (Residence Inn by Marriott) as an ancillary use.	
Project Planner:	• Kathrine Kuo, Planning Technician (kathrinek@cityofbrea.net)	
Applicant:	• R.I. Heritage Inn of Brea, LLC	**CURRENT STATUS:** • Planning Commission approved project on December 13, 2022.
Notes:	• Application was submitted October 11, 2022	

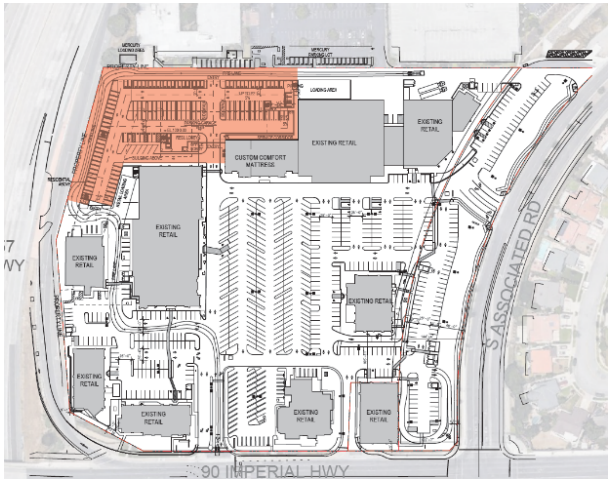


REPEALED/DENIED

BREA PLAZA ***(MAP ID: 1)***

Project:	• General Plan Amendment, Zone Change from C-G to MU-I, Conditional Use Permit
Project No.:	• GPA No. 2021-04-; ZC No. 2021-02, CUP No. 2021-17; CUP No. 2021-18, **ACCELA No. PLN 2020-00034**
Project Location:	• 1639 East Imperial Highway • Assessor's Parcel Number (APN): 319-102-25
Project Description:	• The proposed project will demolish 18,450 square feet of the Brea Plaza 5 Cinemas, and 139 surface parking spaces, to construct a six-story, mixed-use building with up to 155 residential units, 13,800 square-feet of office space, and a new parking structure.
Project Planner:	• Planning Division (Planner@cityofbrea.net)
Applicant:	• BOSC Realty Advisors
Notes:	• On August 5, 2021, a Notice of Availability was circulated/published informing that a Draft Environmental Impact Report (DEIR) for the proposed project. The 45-day public review period began on August 5 and ended on September 20, 2021. • On October 26, 2021, the Planning Commission held a public hearing on the project. At this meeting the project was continued to November 9, 2021.

PROJECT MAP:



CURRENT STATUS:

- Recommended for Approval by the Planning Commission on January 25, 2022.
- On May 3, 2022, the City Council voted to approve the project.
- On July 19,2022, the project was rescinded by the City Council.

SHOOT SOCAL ***(MAP ID: 2)***		
Project:	• Conditional Use Permit	**PROJECT MAP:**
Project No.:	• CUP No. 2022-19; **ACCELA No. PLN 2020-00065;**	
Project Location:	• 524 E Imperial Highway • Assessor's Parcel Map (APN): 284-211-04	
Project Description:	• The applicant is proposing to allow the retail sale of firearms and ammunition in conjunction with the retail sale of sporting goods.	
Project Planner:	• Jason Killebrew, Community Development Director (jasonk@cityofbrea.net)	
Applicant:	• David Anderson	**CURRENT STATUS:** • Planning Commission Public Hearing was held on October 25, 2022. • Planning Commission denied project on December 13, 2022.
Notes:	• Application was submitted September 30, 2022	