Exhibit K – Cross Access & Parking Agreement

FRESNO COUNTY RECORDERS OFFICE

108566

Title Insurance & Trust Co.

RECORDED IN OFFICIAL RECORDS OF FRESNO COUNTY, CALIFORNIA
AT — MIN. PAST 8 A M
DEC 14 1981
GALEN LARSON, County Recorder
FEE $ 19.00

BOOK 7828 PAGE 566

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AIRPORT VILLAGE

This Declaration is made this 17th day of NOVEMBER, 1981 by Fisher Land Corporation, a California corporation, and Peter Solakian and Ann Solakian, this December 7, 1981, hereinafter referred to as "Declarant".

RECITALS

Declarant is the owner of certain real property located in the City of Fresno, County of Fresno, State of California, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, which real property is hereinafter referred to as "the real property". It is the intention of Declarant to impose upon the real property the covenants, conditions and restrictions set forth herein.

DECLARATION

Now therefore, Declarant hereby declares that the real property shall be held, conveyed, encumbered, used, occupied and improved subject to the following covenants, conditions and restrictions, all of which are in furtherance of a plan for the development upon the real property of a condominium project and are established for the purpose of enhancing the attractiveness, usefulness, value and desirability of every part of the real property. All of the covenants, conditions, and restrictions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of each owner of any portion thereof. Moreover, the real property described in Exhibit "A" and made subject to these covenants, conditions, and restrictions is also subject to certain covenants, conditions and restrictions ~~dated ____ and recorded ____~~, a copy of which is attached as Exhibit "B", and is further, ~~part of certain real property described in Exhibit "C", which is~~ subject to certain covenants, conditions and restrictions dated July 17, 1972 and recorded 7/22/72, a copy of which is attached hereto as Exhibit "D".

Section 1. Definitions.

"Association" means the Airport Village Owners' Association, a California non-profit corporation, its successors and assigns.

"Board" means the Board of Directors of the Association.

"Common Area A" means all of Parcel "A" of the real property except all units shown on the condominium plan for Parcel "A".

"Condominium" means an estate in real property as defined in California Civil Code Section 783, consisting of a fee interest in a unit shown and described on the condominium plan for Parcel "A", and an undivided interest as a tenant in the Common Area of Parcel "A" and all easements appurtenant thereto.

"Condominium Plan" means the condominium plan recorded pursuant to California Civil Code Section 1351 for the development of Parcel "A" and any amendments thereto.

"Deed of Trust" means a deed of trust or a mortgage encumbering a condominium or other portion of the real property given as security for the performance of an obligation.

"Member" means every person or entity who holds a membership in the Association.

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"Owner" means each person or entity holding a free-hold estate in a condominium located in Parcel "A". If more than one person has an interest in a freehold estate in a condominium by reason of division of the ownership into undivided interests or for any other reason, all of such persons shall be regarded collectively as the Owner of the condominium.

"Parcel A" means that portion of the real property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

"Security holder" shall mean the beneficiary under a Deed of Trust.

"Unit" means the elements of a condominium that are not owned in common with the other owners of condominiums. Each unit is designated as such on the Condominium Plan for Parcel "A".

Section 2. Each owner of a condominium within Parcel "A" shall own his respective unit, a membership in the Association, and that undivided fractional interest in Parcel "A" the numerator of which is equal to the square footage of the unit owned by such owner and the denominator of which is equal to the total square footage of all units within Parcel "A". The exact square footage of each unit within Parcel "A" has not yet been determined. After all units within Parcel "A" have been constructed, and the square footage of each unit has been determined, the President and Secretary of the Association shall execute, acknowledge, and cause to be recorded a schedule setting forth each owner's respective undivided fractional interest in Parcel "A". In addition, each owner of a condonimium within Parcel "A" shall have a non-exclusive easement of use and enjoyment in, to and throughout Common Area A and for ingress and egress through Common Area A. Such easement shall be appurtenant to and pass with title to each unit. Such easement shall be subject to the right of the Association to adopt rules and regulations concerning the use, maintenance and enjoyment of the Common Area.

Section 3. Use Restrictions.

(a) Each unit is intended to be and shall be used for commercial sales or services commonly found in shopping centers and for no other purposes.

The Declarant and every unit owner by the acceptance of the Unit Deed and their heirs, successors and assigns, covenant that they will faithfully observe all the terms, covenants and conditions wherever imposed in the condominium documents.

Each unit owner, his heirs, successors and assigns, further covenant that:

(i) He will not use, cause, or permit the units to be used other than as provided in the condominium documents, nor will he use, cause or permit the unit to be subdivided, changed or altered without first having obtained the written approval of the Association;

(ii) He will not use, permit, or allow the unit or any part thereof to be used for an offensive or unlawful purpose, nor will he permit or allow any nuisance within the unit; and

(iii) He will not use, permit or suffer the unit to be used for conduct of any business of substantially the same character and type as a business which is then being conducted in another unit without the prior written consent of the unit owner of such other unit or a two-thirds majority vote of the members of the Association.

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(iv) He will not alter, modify, reconstruct or do anything to any party wall or to any plumbing, electrical or mechanical fixtures located along such wall which will impair the integrity of the wall as a fire separation without the review and approval of the City of Fresno building official.

Section 4. Maintenance.

(a) Each owner of a condominium shall be responsible for maintaining his unit, including the equipment and fixtures in the unit and its interior walls, ceilings, floors, windows and doors, in a clean, sanitary, and attractive condition.

(b) The Association shall be responsible for all maintenance and repairs not expressly imposed upon Owners pursuant to paragraph (a) hereinabove. Such duties shall include, but shall not be limited to the following: exterior painting, structural repair, paving, landscaping, sign pylon maintenance, maintenance of all sewer, water and storm drainage lines within Parcel "A", and maintenance of the Common Areas as the Association shall determine to be necessary and proper.

Section 5. Signs. No neon or internally lighted sign nor any rotating, moving, or flashing sign shall be placed on any portion of the Common Area. Signs may only be illuminated by means of indirect footlights. No sign shall be painted on any exterior wall of any building. All signs and displays must be specifically approved in writing by the Association in advance of construction. No more than one sign per unit shall be allowed. A sign criteria statement is attached hereto as Exhibit "E".

Section 6. Parking. Parking areas of the real property may be used by all Owners and their tenants, sub-tenants, customers, clients, patients, visitors and other licensees and invitees. Use of the parking areas shall be subject to such reasonable parking rules and regulations as may be adopted from time to time by the Association.

Section 7. Improvements. No building, addition, wall, fence, antenna or alteration shall be constructed, maintained, or permitted to remain on any unit or on any portion of the Common Area, until complete plans and specifications of the proposed work have been submitted to and approved by the Association. The Association shall review all such plans and shall base its approval or disapproval of such plans upon the adequacy of the structural design, the compatibility of the proposed external design with the condominium plan and the conformity of the proposed improvement to applicable zoning and building code ordinances and regulations. Nothing herein contained shall limit an Owner's right to divide or arrange the interior of any unit in any manner that does not affect the exterior dimensions, structural integrity, or appearance of the building.

Section 8. Membership in Association.

(a) The management body of the real property shall be the Association.

(b) Each Owner of a condominium shall be a member of the Association. There shall be no other qualifications for membership.

(c) Except as provided in paragraph (e) of this section, an Owner's membership in the Association shall cease upon the termination of his status as an Owner.

(d) An Owner shall be relieved of liability for assessments which payments fall due after the termination of his status as an Owner.

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(e) An Owner may not avoid his obligations under this Declaration for so long as he remains an Owner, and specifically, but without limitation, an Owner may not avoid his obligations to pay assessments by the abandonment of his condominium.

Section 9. Voting Rights. The voting rights of the Owners under this Declaration and in the Association shall be determined as follows:

Declarant shall retain all voting rights until the earlier of:

(a) The date upon which record title to all units of the condominium project has been conveyed by Declarant to purchasers;

(b) Two (2) years from and after the first date upon which Declarant conveys record title to any unit to a purchaser. Thereafter, each Owner shall have one (1) vote for every ten (10) square feet of area of the unit or units owned by such owner. After all the units have been conveyed by Declarant to purchasers, the President and Secretary of the Association shall execute, acknowledge, and cause to be recorded a statement reflecting the total number of votes outstanding and their allocation among the units.

Section 10. Actions by the Association. Whenever this Declaration provides for action to be taken by the Association without specifying that the vote is to be by the Directors or the Owners, the action may be taken pursuant to a resolution adopted:

(a) By the Board of Directors as provided in the By-laws of the Association; or

(b) By the vote or written consent of Owners entitled to cast more than one-half of the outstanding voting power of the Association.

Section 11. Maintenance Fund Assessments. Maintenance fund assessments will be as follows:

(a) On or before December 31 of each year, the Association shall estimate the cash required to meet the net charges to be paid during the next following year by the Association in the exercise of its powers in the performance of its duties (including a reasonable reserve for deferred repairs, replacements and other contingencies less any surplus from the prior year's fund). Said estimated cash requirements shall be apportioned among and assessed to the owners in proportion to the relative square footage of each unit held by each owner.

(b) The Association may change the appointment of assessments among the owners from time to time during each assessment year to take into account changes in the total square footage of units occurring by reason of the completion and sale of condominiums during the course of the year. The reappointment, if it is made, shall be made so that the assessment payments falling due in the remaining part of the year are allocated among the owners in proportion to the square footage of all units at the time of reappointment.

(c) If the estimated cash requirement proves inadequate for any reason, including, but not limited to, non-payment of any assessment, the Association may at any time levy a further assessment, which shall be assessed to the

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owners in proportions as provided in paragraph (a) of this section unless otherwise provided in this Declaration. Each owner shall be obligated to pay assessments made pursuant to this section to the Association in equal monthly installments on or before the first day of each month during the calendar year, or in such other reasonable manner as the Association may designate.

(d) In the event the Association fails to estimate the net charges to be paid during a calendar year on or before the next preceding December 31, the assessment for each calendar year shall be in the amount of the assessment for the next previous calendar year, but only until such time as new assessments are fixed by the Association.

(e) The maintenance fund, including any funds held in the reserve for contingencies or deferred, major expenditures, shall at all times be held, disbursed and administered by the Association and its authorized officers and agents, in trust, exclusively for the benefit of the owners. The beneficial interest in the maintenance fund shall be owned by the owners in proportion to their voting rights and shall only be transferred by a transfer of the owner's condominium, and reductions of the maintenance fund pursuant to Association order, including, but not limited to, reductions upon a termination of the Association's functions, shall be made by disbursement to the owners in the same proportion.

Section 12. Enforcement of Assessments. Each assessment made against the owners pursuant to this Declaration shall be separate, distinct and personal debt and obligation of the owner against whom the same is assessed. If the Association resolves to make any assessment a lien against the owner's condominium, it may do so by recording and delivering to each affected owner a Notice of Lien for Assessment signed by any two officers or any three directors of the Association. Each such notice shall set forth with respect to each condominium affected (i) the identity of the condominium; (ii) the amount of the assessment; (iii) the dates when payment is due, and how much of the assessment is due on each such date; (iv) that the assessments were made and the notice recorded pursuant to this Declaration; and (v) that the assessments set out in the notice is a lien against the condominium.

In the event any owner is in default in the payment of any assessment, the Association may give notice to that owner specifying the default and stating that if the default is not cured within the time stated in the notice, which must be at least ten days from the date of the notice, the Association will exercise its remedies under this Declaration. If the default is not cured within the time specified in the notice, in addition to such other remedies as may be allowed by law, the Association may proceed as follows:

(a) The Association may declare all remaining assessments for the calendar year then outstanding against the owner immediately due and payable, regardless of the payment schedule called for by this Declaration or the notice of assessment for the calendar year by the Association.

(b) The Association may sue any owner in default for the amount of the default, and the amount of assessment declared immediately due under paragraph (a) of this section. Any judgment rendered in any such action shall

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include, except where forbidden by law, interest at the rate of ten percent (10%) per annum from the date of default or default in payment of the assessment and all costs incurred in obtaining judgement, including, but not limited to, a sum for reasonable attorneys fees.

(c) The Association may record a notice of lien as provided in this section if it has not already done so. The lien established by the recorded notice of lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a mortgage or deed of trust under power of sale. In the event foreclosure is by action in court, interest and reasonable attorneys' fees shall be allowed as provided in paragraph (b) of this section. In the event foreclosure is under power of sale, the Association shall designate a person to act as the agent of the Association in conducting the sale and shall be entitled to expenses and such fees as may be allowed by law or by prevailing custom in the community at the time the sale is conducted.

Section 13. Certificate of Assessment. A certificate executed and acknowledged by any two officers or any three directors of the Association setting forth the amount of any due and unpaid assessments with respect to any condominium shall be conclusive upon the Association and the owners as to the amount of such unpaid assessments on the date of the certificate, in favor of all persons who rely on the certificate in good faith. Such a certificate shall be furnished to any owner or any security holder or prospective security holder upon written request to the Association, without charge by the Association.

Section 14. Mortgage Protection. Any lien recorded pursuant to Section 12 shall be subordinate to all other liens and encumbrances recorded prior to the recordation of the claim of lien described in said section, and shall be prior to all other liens and encumbrances.

(a) No amendment to this section shall affect the rights of a holder of any recorded lien or encumbrances recorded prior to recordation of such amendment, unless the lien or encumbrance holder joins in the execution of the amendment.

(b) In the event a lien or encumbrance that is prior to a lien for unpaid maintenance fund assessments is enforced by judicial foreclosure, sale under power of sale or other valid procedure for terminating the ownership interest of the owner of the subject condominium, all maintenance fund assessment liens against that condominium shall expire when the owner's interest is terminated of record, and thereafter only the following assessments shall be valid against the subject parcel:

(i) The amount determined by multiplying the current annual assessment by a percentage determined by dividing three hundred sixty-five 365 into the number of days remaining in the calendar year after the date of such termination;

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(ii) Assessments assessed after such termination, except for any part thereof that is to cover or make up for any deficiency in the maintenance fund resulting from the failure of the owner whose condominium was the subject of such termination to pay assessments assessed prior to such termination.

Section 15. Delegation to Manager. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Not withstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the maintenance fund. The members of the Board of Directors of the Association shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by written contract between the manager and the Association.

Section 16. Right of Entry. The Association or its agents may enter any unit when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible or for the enforcement of this Declaration. The City of Fresno has the right to enter the common areas and/or any unit at any time when necessary to preserve the public welfare and safety of the citizens of the City of Fresno.

Section 17. No Partition. Except as provided by Section 1354 of the Civil Code of the State of California, there shall be no judicial partition of the real property or any part thereof, nor shall Declarant or any person acquiring an interest in the real property or any part thereof seek any judicial partition; provided, however, that if any unit shall be owned by two or more persons as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants.

Section 18. Insurance. The Association shall carry public liability and property damage insurance which shall name as insured, as their interest may appear, all owners and tenants within the Real Property. The insurance shall have limits of liability of not less than $500,000 with respect to injury or death to one person, not less than $1,000,000.00 for injury or death of more than one person in any one accident, and not less than $100,000.00 with respect to property damages. Any such policy shall provide for not less than thirty (30) days advance written notice to the owners of the effective date of cancellation thereof. Any such insurance policy shall be primary and noncontributing with any other insurance which may be carried by any owner or tenant within the real property. Such insurance shall cover all Common Areas with the real property, including driveways, parking areas and pedestrian walkways. The Association may increase the limits of any policy pursuant to this section in the discretion of the Association. The Association shall also maintain a policy of standard fire and extended coverage insurance for the full insurable value of all improvements to the real property. Such policy shall name the Association, the owners, each security holder, and declarant, as their interests may appear, as additional insureds. Such policy shall provide for not less than thirty (30) days advance written notice to the owners of the effective date of cancellation.

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Section 19. Rebuilding or Repair.

If improvements to the real property are damaged by fire or other casualty and said damage is limited to a single unit, all insurance proceeds shall be paid to the owner or owners, mortgagee or Security Holders of the owner or owners, as their respective interest may appear, and such owner or owners, or Security Holders, shall use the same to rebuild or repair such unit in accordance with the original plans and specificications therefor. If such damage extends to two or more units, or extends to any part of the Common Areas:

(a) If the available insurance proceeds initially offered or paid by the insurer are equal to or exceed eighty percent (80%) of the cost of rebuilding or repairing, such insurance proceeds shall be paid to the Association. The Board shall thereupon contract to repair or rebuild the damaged portions of all Units and the Common Area in accordance with the original plans and specifications therefor, and the insurance proceeds shall be used for this purpose. It the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding the Board shall levy a special assessment in proportion to the original square footage of each unit in an amount equal to the estimated deficiency.

(b) If subparagraph (a) is inapplicable, then:

(1) All unsurance proceeds shall be paid to the Association, or to such bank or trust company as may be designated by the Association, to be held for the benefit of the Owners and their Security Holders as their respective interest may appear.

(2) The Board shall obtain firm bids (including the obligation to obtain a performance bond) from two or more responsible contractors to rebuild the damaged improvements in accordance with the original plans and specifications and shall, as soon as possible thereafter, call a special meeting of the Owners to consider such bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain such bids, and call and conduct such meeting as herein provided (failure to call such meeting or to repair such casualty damage within twelve (12) months from the date such damage occurred shall be deemed for all purposes a decision not to rebuild said building). At such meeting, the Owners may be sixty-six and two-thirds percent (66 2/3%) vote elect to reject all such bids and thus elect not to rebuild. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

(3) If a bid is to be accepted, the Board shall levy a special assessment in proportion to the original square footage of each unit to make up any deficiency between the total insurance proceeds and the contract price for such repair or rebuilding. If any Owner shall fail to pay the special assessment within thirty (30) days after the levey thereof, the Board may make up the deficiency of such payment from the maintenance fund. Upon receiving payment of such assessment, the Board shall let the contract to the successful bidder;

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(4) Upon an election not to rebuild, the Board, as soon as reasonably possible and as agent for the Owners, shall sell the real property, in its then condition, free from the effect of these Restrictions, which shall terminate upon such sale, on terms satisfactory to the Board. The net proceeds, and all funds held by the Association, shall thereupon be distributed to the Owners in proportion to the square footage of each unit owned by each owner, and to the Security Holders of the interest of the Owners, as their interests may appear.

(5) If the Owners decided not to rebuild, either by calling a meeting and rejecting all bids presented or by failing to call such a meeting and failing to repair such damage within twelve (12) months after the damage occurs, then the Board shall record a sworn declaration setting forth such decision and reciting that under the provisions of these Restrictions the prohibition against judicial partition provided for in Section 17 hereof has terminated and that judicial partition of the real property may be obtained pursuant to Section 1354 of the Civil Code of the State of California.

Section 21. Property Taxes. To the extent allowed by law each condominium shall be separately assessed and taxed and each owner shall pay the taxes assessed against his condominium and personal property.

Section 22. Financial Statements. The Board shall cause to be prepared a balance sheet and operating statement for the Association as of the end of each calendar year. Each operating statement shall show for the period since the last operating statement the expenses and receipts of the Association and a schedule of assessments received and receivable itemized by condominium and by the name of the owner assessed. Each operating statement shall also reflect the cash received, cash expenses, and reserves relied upon by the Association in fixing assessments for the ensuing calendar year. Copies of the financial statements shall be prepared and made available to the owners within sixty (60) days of the statement date.

Section 23. Exercise of Rights by Common Owners. Whenever title to a condominium stands in the name of two or more persons, the vote or written consent of such persons as an owner shall be given in accordance with the vote or consent of the majority of such persons. If less than all such persons are present, in person or by proxy, at a meeting of the Association, the person or persons present shall be counted as an owner and member for purposes of determining a quorum, and on all votes taken at said meeting their vote shall be entered as the majority of such persons present may direct. This section applies to voting and consenting by two or more administrators, executors, trustees or other fiduciaries, unless the instrument or court order appointing them and on file with the Secretary of the Association otherwise directs.

Section 24. Creation of Easement. In addition to easements and rights-of-way already existing, easements, rights-of-way, profits, licenses and other rights to use the Common Areas, including but not limited to, public utility and cable television easements, may be conferred or conveyed by a deed or other document signed and acknowledged by at least a majority of the directors upon the vote or written consent of the owners entitled to exercise at least two-thirds (2/3) of the total voting power of the Association.

FRESNO COUNTY RECORDERS OFFICE

Section 25. Amendment or Rescission.

(a) Declarant shall have the right to amend these restrictions for any purpose for a four (4) year period commencing with the date of the recording of these restrictions.

(b) Subject to the provisions of Paragraph (a) above, the provisions of these restrictions may be amended or rescinded by a vote of the owners having two-thirds (2/3) or more of the voting rights of the Association.

(c) Any amendment or rescission of these restrictions shall take effect upon the recordation at the office of the County Recorder of Fresno County, California, of an instrument in writing signed and acknowledged by any two officers or any three directors of the Association certifying under penalty of perjury that the amendment or rescission was duly adopted as provided by the terms hereof.

(d) Upon the rescission of these restrictions, the Association shall distribute the property of the Association to the owners, as tenants in common, in proportion to the voting rights immediately prior to the rescission.

(e) Any amendment by the Association to any provision required by the City of Fresno must be with the prior written consent of the City.

Section 26. Attorneys' Fees. In any action brought by an owner or the Association to enforce the provisions hereof, whether legal or equitable, the prevailing party shall be entitled to reasonable attorneys fees as determined by the court.

Section 27. Utility Charges Not Assessed Against Unit Owners. In the event utility charges are not separately metered or charged to individual unit owners, the Association shall pay such utility charges and said individual unit owners shall be liable therefor under the terms and conditions of this Declaration.

Section 28. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

Section 29. Failure of Enforcement Not a Waiver. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

Section 30. Personal Property. The Association may acquire tangible and intangible personal property for the benefit of the owners and may dispose of the same or otherwise. The beneficial interest in such personal property shall be owned by the owners in the same proportion as their respective voting rights determined pursuant to Section 9 hereinabove, and shall not be transferrable except with the transfer of a condominium. A transfer of a condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property.

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Section 31. Titles of Sections. The titles of the sections of this Declaration are for the convenience of the reader only and no presumption or implication of the intention of the parties as to the construction of this Declaration shall be drawn therefrom.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on the day and year first above written.

FISHER LAND CORPORATION, a California corporation

By: _____
Guy R. McComb, President

_____
Peter Solakian

_____
Ann Solakian

STATE OF CALIFORNIA,
COUNTY OF Fresno } ss.

ON November 16, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Guy R. McComb, known to me to be the President of the Fisher Land Corporation the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

OFFICIAL SEAL
JOY A. Del VECCHIO
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY
My Commission Expires June 1, 1982

WITNESS my hand and official seal.

_____
Notary Public in and for said State.

ACKNOWLEDGMENT—Corporation—Wolcotts Form 222—Rev. 3-64

TO 1944 CA (6-74)

(Individual)

TITLE INSURANCE AND TRUST
A TICOR COMPANY

STATE OF CALIFORNIA
COUNTY OF Fresno } SS.

On December 7, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Solakian and Ann Solakian, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature _____

STAPLE HERE

OFFICIAL SEAL
JOY A. Del VECCHIO
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY
My Commission Expires June 1, 1982

(This area for official notarial seal)

December 14, 1981

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WILSON H. HANNA IV
RCE-27917
WILSON H. HANNA III
LS-2928
WILLARD D. (SKIP) TULLOCK II
RCE-29778

HANNA & HANNA, INC.

ENGINEERS, SURVEYORS & PLANNERS
1707 NORTH FRESNO ST. :: FRESNO, CALIFORNIA 93703
TELEPHONE 209 - 445-1061

EXHIBIT A

Parcel A of Parcel Map No. 81-27, in the City of Fresno, County of Fresno, State of California, according to the map recorded DEC 14 1981 1981, in Book 38 of Parcel Maps at pages 6 & 7, Fresno County Records.

W.O. 81-179

FRESNO COUNTY RECORDERS OFFICE

Exhibit A

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BOOK 7828 PAGE 578

When Recorded Return to:
Michael Lee Condry, Esq.
Fisher Land Corporation
4974 East Clinton Way, Suite 107
Fresno, CA 93727

DECLARATION OF RESTRICTIONS REGARDING NON-EXCLUSIVE COMMON PARKING AND ACCESS

WHEREAS, Fisher Land Corporation ("Fisher") is the owner in fee simple of that certain real property located in the City of Fresno, County of Fresno, State of California, known as Lot 31, Tract No. 2605, more completely described in Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, Fisher is the long-term ground lessee of that certain real property located in the City of Fresno, County of Fresno, State of California, known as Lot 32, Tract No. 2605, more completely described in Exhibit "B", a copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, Fisher desires to parcelize Lots 31 and 32 into two new parcels, Parcels "A" and "B" as shown on Tentative Parcel Map No. 81-27, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference; and

WHEREAS, Fisher desires that the developments upon Parcel "A" and Parcel "B" be operated as a unified complex; and

WHEREAS, a portion of Parcel "A" has been developed with a parking lot and a portion fo Parcel "B" shall be developed with driveways for ingress and egress for persons and vehicles. The reference to "existing parking" shall hereinafter mean all of Parcel "A" and all of Parcel "B", excepting therefrom, that portion of Parcels "A" and "B" improved or to be improved, with building and appurtenances thereto; and

WHEREAS, the City of Fresno had required that, in order for said Tentative Parcel Map No. 81-27 to become final, and said parcelization of the property affected, a right of non-exclusive common use and enjoyment of said existing parking area must be

Exhibit B

FRESNO COUNTY RECORDER'S OFFICE

created in favor of, and appurtenant to, Parcels "A" and "B"; and

WHEREAS, it is the intent of Fisher that this Declaration of Restrictions Regarding Non-Exclusive Common Parking and Access ("Declaration") shall establish the non-exclsive common rights and use of enjoyment which rights shall be appurtenant to Parcels "A" and "B" and further that this Declaration shall establish the rights, obligations, and duties of the respective owners of Parcels "A" and "B" with respect to such common use and enjoyment of the existing parking area;

NOW THEREFORE, in order to affect such desires and intentions, the following restrictions are declared with respect to Parcels "A" and "B" of the property;

1. The non-exclusive and common right to use and enjoy that area described as the "existing parking" for the purpose of vehicular and pedestrian ingress and egress and the parking of motor vehicles shall be and hereby is a right appurtenant to Parcels "A" and "B" as shown on Exhibit "C".

2. The non-exclusive and common right to use and enjoy that area described a the "existing parking" shall benefit the owners of said Parcels "A" and "B", their customers, invitees, licensees, tenants, lessees, subtenants, concessionaires, officers, employees, agents and any other persons coming onto the said existing parking area in connection with or incidental to uses being made of Parcels "A" and "B".

3. The respective owners of Parcels "A" and "B" shall have the obligation and duty to repair, replace, manage, operate, procure public liability insurance

FRESNO COUNTY RECORDER'S OFFICE

on, and maintain in good and useful condition for themselves, their successors and assigns all portions of the said existing parking area located on the property. The allocation of expenses with respect to said obligation and duty shall be based on the fractional interest each parcel owner has in the common area wherein the numerator shall be equal to the square footage of the unit owned by such owner and the denominator shall be equal to the total square footage of all units within Parcel "A" and the unit to be developed within Parcel "B". The breach by any respective owner or such owner's heirs, successors, or assigns of such owner's obligations and duties hereunder shall entitle the remaining owners to take such action, including commencement of legal proceedings as may reasonably be necessary to mitigate, abate, remedy, correct, or enjoin any such breach.

(4) Nothing herein contained shall alter or affect the obligation of the respective owners of Parcels "A" and "B" to pay all real property taxes and other public impositions with respect to their respective parcels.

(5) Respective owners of Parcels "A" and "B" shall be permitted to claim, for purposes of complying with any municipal offstreet parking requirements, any such parking spaces on either Parcel "A" or "B" to effect compliance.

(6) Notwithstanding the above, nothing herein contained shall be construed to require the owner of Parcel "B" to provide parking stalls for the use by owners of Parcel "A", their customers, invitees, licensees, tenants, lessees, subtenants, concessionaires, officers, employees, agents, and any other persons

FRESNO COUNTY RECORDERS OFFICE

coming onto said existing parking area in connection with or incidental to uses being made of Parcels "A" or "B". In fact, it is anticpated and understood that, following the development of Parcel "B", Parcel "B" will not support any parking stalls, and it is for this reason the Declaration herein creates rights in the owner of Parcel "B" to use the available parking existing in and around Parcel "A". It is intended, however, that Parcel "B" will be developed with areas available for ingress and egress for persons and vehicles, and it is with this right that the owners of Parcel "A", their customers, invitees, licensees, tenants, lessees, subtenants, concessionaires, officers, employees, agents, and any other person may share.

(7) The rights, duties, restrictions, and obligations established and imposed by this Declaration may be terminated or amended at any time by the mutual agreement of the owners of Parcels "A" and "B"; provided, however, that no such amendment or termination may occur without the written consent of the City of Fresno or its successor.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on the day and year first above written.

FISHER LAND CORPORATION, a
California corporation

By: _____
Guy R. McComb, President

_____
Peter Solakian

_____
Ann Solakian

FRESNO COUNTY RECORDERS OFFICE

STATE OF CALIFORNIA,

COUNTY OF Fresno } ss.

ON November 17, 1981,

before me, the undersigned, a Notary Public in and for said State, personally appeared

Guy R. McComb, known to me to be the

President

of the Fisher Land Corporation

the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

OFFICIAL SEAL
JOY A. Del VECCHIO
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY
My Commission Expires June 1, 1982

WITNESS my hand and official seal.

Joy A. Del Vecchio

Notary Public in and for said State.

ACKNOWLEDGMENT—Corporation—Wolcotts Form [illegible]—Rev. 3-64

TO 1944 CA (8 74)

(Individual)

TITLE INSURANCE AND TRUST
A TICOR COMPANY

STAPLE HERE

STATE OF CALIFORNIA
COUNTY OF Fresno } ss.

On December 7, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared

Peter Solakian and Ann Solakian, husband and wife,

, known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Joy A. Del Vecchio

OFFICIAL SEAL
JOY A. Del VECCHIO
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY
My Commission Expires June 1, 1982

(This area for official notarial seal)

FRESNO COUNTY RECORDER'S OFFICE

The land referred to herein is described as follows:

THE SOUTH 250 FEET OF LOT 31 OF TRACT NO. 2605, FRESNO AIRPORT CENTER NO. 3, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 31 OF PLATS, AT PAGES 13, 14 AND 15, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Exhibit "A"

FRESNO COUNTY RECORDERS OFFICE

3. THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

THE SOUTH 250 FEET OF LOT 32 OF TRACT NO. 2605, FRESNO AIRPORT CENTER NO. 3, CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 31 OF PLATS, AT PAGES 13, 14 AND 15 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Exhibit "B"

FRESNO COUNTY RECORDERS OFFICE

PARCEL MAP NO. 81-27

IN THE CITY OF FRESNO
FRESNO COUNTY, CALIFORNIA

PARCEL "A" FOR COUDOMINIUM PURPOSES
CONSISTING OF NO SHEETS
(SHEET 2 OF 2 SHEETS)

LEGEND

- ● — SURVEY MONUMENT FOUND AND ACCEPTED UNLESS OTHERWISE NOTED
- ○ — SET 3/4" IRON PIPE, 30" LONG, FLUSH WITH GROUND AND TAGGED R.C.E. 27778
- BLUE BOUNDARY INDICATES THE LIMITS OF THE SUBDIVISION
- ( ) INDICATES RECORD DATA PER TRACT MAP NO. 2404, FRESNO AIRPORT CENTER NO. 5, RECORDED IN VOLUME 36 OF PLATS AT PAGES 13 & 14, AND PER FRESNO COUNTY RECORDS

BASIS OF BEARINGS

THE WEST LINE OF LOTS 29 AND 36, TAKEN TO BE N 00°00'00" E, AS PER TRACT MAP NO. 2404, FRESNO AIRPORT CENTER NO. 5, RECORDED IN VOLUME 36 OF PLATS AT PAGES 13 & 14, FRESNO COUNTY RECORDS

NOTE

1. ALL GRADING, IMPROVEMENTS, AND MONUMENTATION WITHIN PARCEL "A" SHALL BE AS PROVIDED BY SECTION 66-1220 OF THE FRESNO MUNICIPAL CODE

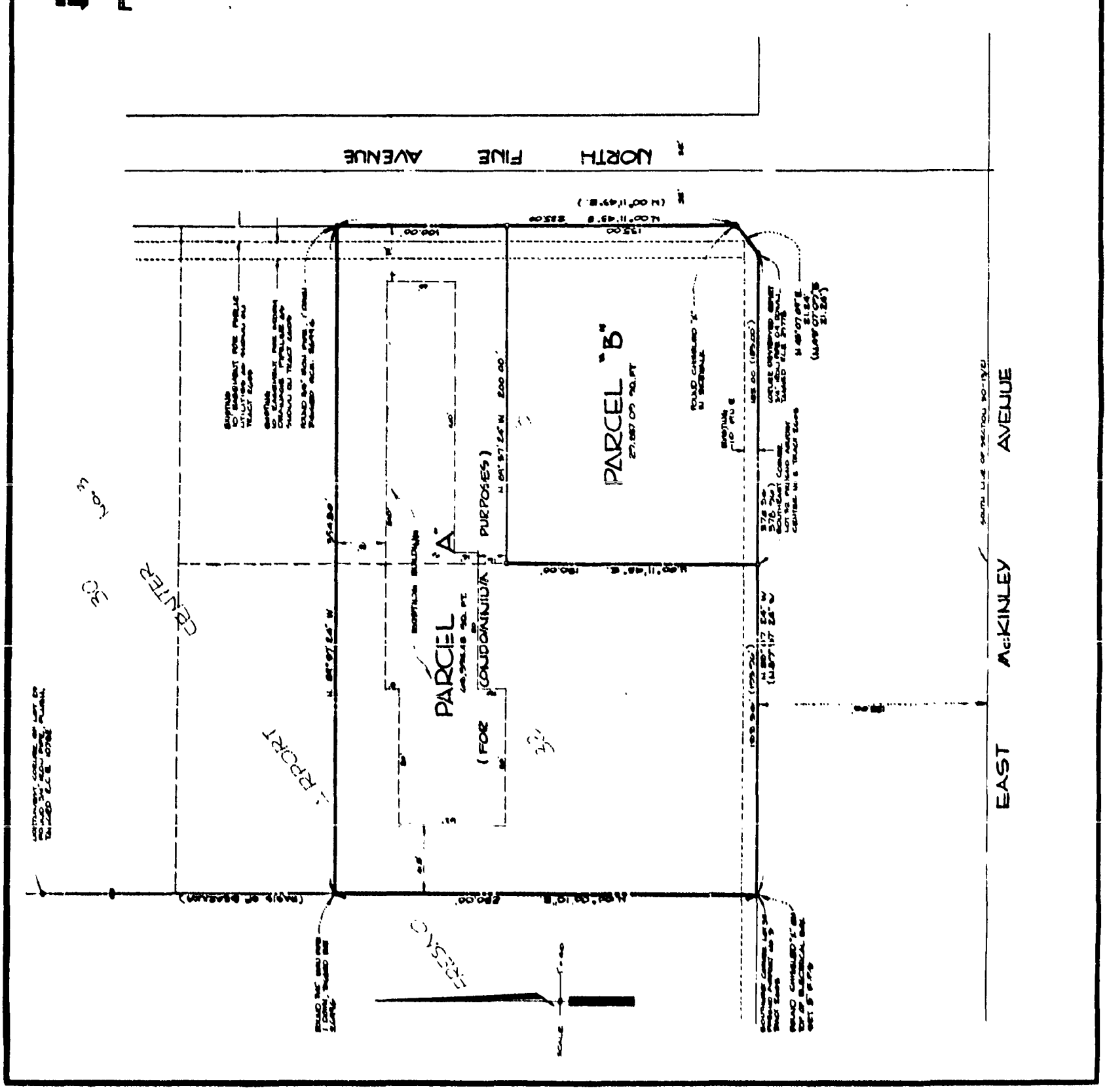

EXHIBIT "C"

Exhibit "C"

FRESNO COUNTY RECORDERS OFFICE

The following material has been prepared from documents previously made a matter of public record and we make no warranty as to accuracy. Recording information of all documents affecting title will be included in the preliminary title report prepared and distributed after opening of escrow.

DECLARATION OF RESTRICTIONS
FRESNO AIRPORT CENTER

THIS DECLARATION is made this 17th Day of July, 1972, by RAU BROTHERS, a co-partnership composed of John M. Rau and Steven Rau (hereinafter referred to as "Declarant").

ARTICLE I
RECITALS

1.01 Declarant is the owner of certain real property, hereinafter referred to as the "Property", in the County of Fresno, State of California, described in Exhibit "A" which is attached hereto and by this reference made a part hereof.
1.02 In order to establish a general plan for the improvement and development of the Property, Declarant desires to subject the Property to certain conditions, covenants and restrictions, upon and subject to which all of the Property shall be held, improved and conveyed.

ARTICLE II
GENERAL PROVISIONS

2.01 Establishment of Restrictions Declarant, owner of the Property, hereby declares that the Property is now held, and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the restrictions herein set forth, each and all of which is and are for, and shall inure to, the benefit and pass with each and every part of the Property and shall apply to and bind the heirs, assignees and successors in interest of any owner thereof.
2.02. Purpose of Restrictions The purpose of these restrictions is to insure proper development and use of the Property, to protect the owner of each part against such improper development and use of surrounding parts as will depreciate the value of his part, to prevent the erection on the Property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high-type and quality of improvement of the Property in accordance with a general plan
2.03 Definitions
A Site - "Site" shall mean any contiguous part of the Property which is under one ownership.
B. Improvements - "Improvements" shall mean and include buildings, parking areas, loading areas, trackage, fences, walls, hedges, mass planting, poles, signs, and any structures of any type or kind.
C. Declarant - "Declarant" shall mean the undersigned, its successors and assigns.

ARTICLE III
REGULATION OF IMPROVEMENTS

3.01 Minimum Setback Lines
A. General - No structure of any kind, and no part thereof, shall be placed on any site closer to a property line than herein provided. The following structures and improvements are specifically excluded from these setback provisions:
1. Roof over hang, subject to the specific approval of Declarant in writing.
2. Steps and walks.
3. Paving and associated curbing, except that vehicle parking areas shall not be permitted within the front setback of any sites fronting on East Clinton Way, East Yale, North Fine, North Helm and East University Avenues.
4. Fences, except that no fence shall be placed within the street setback area unless specific approval is given by Declarant in writing. Generally, it is intended that the design, construction and appearance of such fences be harmonious with the aesthetic standards established for the Property.
5. Landscaping
a. The first fifteen (15) feet of all setback areas in which parking is permitted shall be adequately landscaped.
b. The entire front setback area shall be landscaped if no parking is permitted therein.
6 Planters, not to exceed three (3) feet in height
7. Gas and service stations, including all pertinent uses, subject to the specific approval of Declarant in writing.
8 Permanent displays identifying the owner, lessee or occupant, subject to the specific approval of Declarant in writing.
9. Architectural earthwork, light standards, and aesthetic features as specifically approved by Declarant in writing.
B. Setback from street property lines - the setback line is established on the various streets as follows:

East McKinley Avenue	Fifty (50) feet	North Winery Avenue	Fifty (50) feet
Gateway Boulevard	Thirty (30) feet	East Clinton Way	Thirty (30) feet
North Helm Avenue	Twenty-five (25)feet	North Fine Avenue	Twenty-five (25)feet
East Yale Avenue	Twenty-five(25)feet	East University Avenue	Fifteen (15) feet

All setbacks shall be accross the full width of the lot.
C. Setback from side and rear properly lines - the setback line is established as ten (10) feet from each such property line.
1. Any site which is bounded on more than one side by a public street shall have a setback from each such public street at least as great as the minimum front setback from such street as required in 3 01 (b) herein regardless of the orientation of building improvements on said site
3 02 Completion of Construction After commencement of construction of any structure, the work thereon shall be diligently prosecuted to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof

Exhibit D

FRESNO COUNTY RECORDERS OFFICE

3.03 Excavation Except as approved by Declarant no excavation shall be made except in connection with construction of an improvement and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and leveled.

3.04 Landscaping

A. Concurrently with the submission of building plans for approval as hereinafter provided, there shall also be submitted for approval a detailed landscaping plan which must be approved in writing as hereinafter provided prior to the commencement of any landscaping and every site on which a building shall have been placed shall be landscaped according to said plans as approved and as specified herein and shall be maintained thereafter in a sightly and well-kept condition.

B. The property owner, lessee, or occupant shall landscape and maintain unpaved areas between the property lines and the setback lines. The first fifteen (15) feet of the setback from street property lines shall be used exclusively for landscaping except for walks and driveways crossings the required landscape area; provided, however, that the entire setback area for sites fronting on East Yale, North Fine, North Helm, East University, East Clinton Way and Gateway Boulevard shall be entirely landscaped except for walks and driveways.

C. The property owner, lessee or occupant shall provide facilities adequate to sustain and maintain the landscaped areas. Such facilities are to be adequately screened.

D. Approved landscaping shall be installed within thirty (30) days of the occupancy or completion of the building, whichever occurs first, weather and planting seasons permitting.

3.05 Signs

A. No billboard or advertising sign shall be permitted other than those offering the site for sale or lease when specifically approved by Declarant in writing and temporary signs giving credit to parties to a proposed development, such signs to be approved by Declarant in writing.

B. Signs shall conform to setback lines as indicated in Section 3.01 (A)(8) hereof unless specific approval to the contrary is granted by Declarant in writing.

C. Signs and identifications on buildings or building sited shall only be of such size, design and color as are specifically approved by Declarant in writing.

D. Signs painted on the wall surface of buildings are not permitted unless such restriction is waived by Declarant in writing.

E. No sign shall be placed or painted on any roof or portion thereof, nor shall the top of any sign extend above the parapet line or the top of the exterior wall of any building or structure.

3.06 Parking Areas

A. General - adequate off-street parking shall be provided to accommodate all parking needs for employee, visitor and company vehicles on the site. The intent of this provision is to elminate the need for any onstreet parking. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this section. The property owner, lessee or occupant shall provide at least three (3) parking stalls for each four (4) persons to be employed on the site, in addition to customer and visitor parking; provided, however, that should the proposed use for a site come under more restrictive parking requirements of the Municipal Code of the City of Fresno, the more restrictive requirements shall apply.

B. Parking shall not be permitted:

1. On any public street.
2. Between the public street pavement and property line.
3. Closer than fifteen (15) feet to a street property line.
4. Within any applicable building setback line.
5. Within the twenty-five foot (25") setback requirements on all sites facing Gateway Boulevard.
6. By any vehicle for more than a continuous forty-eight (48) hour period, except within enclosed structures.
7. By any vehicle used primarily for storage of personal property, and/or recreational vehicles, except for (a) temporary loading or unloading of personal property and (b) parking within enclosed structures.

C. The parking requirements may not be modified except as to a particular site by the written consent of Declarant.

3.07 Storage and Loading Areas

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

B Loading areas shall not encroach into setback areas unless specifically approved by Declarant in writing.

C Loading docks shall be set back and screened to conceal visibility from the street. Docks shall not be closer than seventy (70) feet to the street property line, unless specifically approved by Declarant in writing. Loading shall not be permitted from the front of any building.

D. The loading or unloading of trucks on any street in the Property is prohibited.

3.08 Building Regulations Any building erected on a site shall conform to the following construction practices

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

B Exterior walls shall be painted or suitably treated in a manner acceptable to Declarant

C. All mechanical equipment, transformers, compressors, manufacturing equipment, outside work areas shall be adequately screened.

3.09 Vertical Protrusions No antennae, masts, poles (other than flag) shall be constructed without written consent of Declarant.

ARTICLE IV
APPROVAL OF PLANS

4.01 No improvement, as that term is hereinabove defined, shall be erected, placed, altered, maintained or permitted to remain on any land subject to these restrictions until plans and

FRESNO COUNTY RECORDERS OFFICE

specifications showing plot layout and all exterior elevations, with materials and colors therefore and structural design, signs and landscaping, shall have been submitted to and approved in writing by Declarant. Such plans and specifications shall be submitted in writing over the signature of the owner or lessee of the site or his authorized agent.

4.02 Approval by Declarant shall be based, among other things, on adequacy of site dimensions; site coverage; adequacy of structural design; conformity and harmony of external design and neighboring structures; effect of location and use of improvements on neighboring sites, improvements, operations and uses; relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites; proper facing of main elevation with respect to nearby streets; provision for adequate site drainage; and conformity of the plans and specifications to the purpose of the general plan for the Property, from time to time amended, and intent of these restrictions. Declarant shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. Declarant shall render approval or disapproval of such plans and specifications within thirty (30) days of submission.

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

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

4.05 Notwithstanding anything to the contrary herein contained, after the expiration of one (1) year from the date of issuance of a Building Permit by municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all provisions of this Article IV, unless actual notice of such noncompliance or noncompletion, executed by Declarant, shall appear of record in the office of the County Recorder of Fresno County, California or unless legal proceedings shall have been instituted to enforce compliance or completion.

ARTICLE V

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

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

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

5.04 Inspection Declarant may from time to time, at any reasonable hour or hours, enter and inspect any part of the Property subject to these restrictions to ascertain compliance therewith.

5.05 Failure to Enforce Not a Waiver of Rights With the exception of the time limit for action by Declarant contained in Section 4.05 of Article IV hereof, the failure of Declarent or any owner of part of the Property to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

ARTICLE VI
REGULATION OF OPERATIONS AND USES

6.01 Permitted Operations and Uses

A. Unless otherwise specifically prohibited herein, any business or industrial operation and use will be permitted if it is performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites such as, but not limited to, excessive vibration, sound electro-mechanical disturbance and radiation, electro-magnetic disturbance, radiation, air or water pollution, dust, emission of odorous, toxic or nontoxic matter. All lighting is to be shielded and confined within property lines. All proposed uses must comply with regulations governing use and occupancy of land in the M-1-P Zone as established under the Municipal Code of the City of Fresno.

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

6.02 Prohibited Operations and Uses The following operations and uses shall not be permitted on any property subject to these restrictions:

A Residential, except as expressly permitted by Declarant, provided concurrence of the Planning Commission of the City of Fresno and/or the Council of the City of Fresno is obtained

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B. Trailer Courts.
C. Labor Camps
D. Junk Yards
E. Drilling for and/or removal of oil, gas or other hydrocarbon substances and other forms of mineral mining and extraction
F. Commercial excavation of building or construction materials
G. Distillation of bones
H. Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse
I. Fat rendering
J. Stockyard or slaughter of animals
K. Refining of petroleum or of its products
L. Smelting of iron, tin, zinc or other ores
M. Animal farming of any kind
N. Drive-In Theater
O. Uses expressly proscribed under appropriate sections of the Municipal Code of the City of Fresno

6.03 Other Operations and Uses
A. Operations and uses which are neither specifically prohibited nor specifically authorized by these restrictions may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by Declarant. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to these restrictions or upon the occupants thereof. If Declarant fails either to approve or to disapprove such operational plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that Declarant has disapproved said plans and specifications.
B. Neither Declarant, nor its successors or assigns, shall be liable in damages to anyone submitting operational plans and specifications to them for approval, or to any owner or lessee of any part of the Property affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such operational plans and specifications. Every person who submits operational plans and specifications to Declarant for approval agrees by submission of such plans and specifications, and every owner or lessee of any part of the Property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant to recover any such damages.

6.04 Subdivision No site shall be further subdivided or resubdivided or extended by filling without the written approval of Declarant. Except as expressly approved in writing by Declarant no site shall be created having an area of less than forty-four thousand (44,000) square feet nor a street frontage of less than one hundred fifty (150) feet, and in no event shall lot dimensions be less than that required by the appropriate section of the Municipal Code of the City of Fresno, as amended.

6.05 Maintenance and Repair All buildings and other improvements shall at all times be maintained in good condition and repair and shall be well and properly painted. Unimproved property shall be maintained in a sightly condition, free of weeds and debris.

6.06 Utilities All utility and industrial distribution services and systems shall be enclosed in approved buildings or shall be placed underground. Said services are to include electrical, gas water, sewer, telephone and any other special piping, conduit, containers, or other equipment and appurtenances as may be required by the user. Temporary overhead and surface installations will be permitted during the actual construction period only.

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

7.01 Term This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of fifty (50) years from the date hereof.

7.02 Termination and Modification This Declaration, or any provision hereof, or any covenant, condition, or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of the owners of sixty-five percent (65%) of the Property subject to these restrictions, based on the number of square feet owned as compared to the total number of square feet subject to these restrictions, provided, however, that so long as Declarant owns at least ten percent (10%) of the Property subject to these restrictions, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant thereto. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Recorder of Fresno County, California.

7.03 Delegation of Declarant's Duties Declarant may from time to time delegate any of its duties hereunder to an Architectural Review and/or Operations Committee or Committees Any such committee shall be composed of three or fewer individuals appointed by Declarant and such individuals shall serve as the will of Declarant.

7.04 Assignments of Declarant's Rights and Duties Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under Section 7 02 of this Article VII.

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ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.01 Constructive Notice and Acceptance Every person who now or hereafter owns or acquires any rights, title or interest in or to any part of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

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

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

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

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

8.06 Addition of Territory Declarant may at any time or from time to time during the pendency of these restrictions add additional land to the Property which is covered by this Declaration, and upon the recording of a notice of addition to territory containing the provisions set forth in Section 8.07 of this Article VIII, the covenants contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration; and thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original Property, and the rights, privileges, duties and liabilities of the owners, lessees and occupants of parts within the added land shall be the same as in the case of the original Property.

8.07 A notice of addition to territory referred to in Section 8.06 of this Article VIII shall contain the following provisions:

A. A reference to this Declaration, which reference shall state the date of recording hereof and the book or books of the records of Fresno County, California, and page numbers, where this Declaration is recorded;

B. A statement that the provisions of this Declaration shall apply to the added territory in the manner set forth in Section 8.06 of this Article VIII; and

C. An exact description of the added territory.

EXHIBIT "A"

That portion of the South 1/2 of Section 30, T. 13S., R31 E., M.D.B. & M., more particularly described as follows:

Commencing at the Southeast corner of said Section 30; thence N 89° 57' 24" w, along the South line of said Section 30, a distance of 1150.00 feet; thence N. 00° 11'43" E, parallel with the East Line of said Section 30, a distance of 135.00 feet to the true point of beginning; thence continuing N 00°11'43" E, a distance of 603.82 feet, thence N 45°56' 43" E, a distance of 187.29 feet; thence along a curve to the Northwesterly, concave to the Northeast, with a radius of 764.00 feet, a central angle of 37°34'15", an arc length of 500.98 feet and a chord bearing N 25°16'10"W a distance of 492.05 feet; thence along a curve to the Southwesterly, concave to the Northwest, with a radius of 15.00 feet, a central angle of 86°32'28", an arc length of 22 66 feet and a chord bearing S36°47'12" W, a distance of 20.56 feet; thence S 80° 03' 26" W a distance of 131.46 feet; thence along a curve to the Southwesterly, concave to the Southeasterly, with a radius of 364.00 feet, a central angle of 79° 51'43", an arc length of 507.36 feet and a chord bearing S 40° 07'34" W a distance of 467.28 feet, thence S 00°11' 43" W a distance of 774.19 feet, thence along a curve to the Southwesterly, concave to the Northwest, with a radius of 8.00 feet, a central angle of 89°50'53", an arc length of 12.55 feet, and a chord bearing S 45°07' 09"W a distance of 11 30 feet; thence S 89° 57' 24" E, parallel with and 135.00 feet North of the South line of said Section 30, a distance of 526.98 feet to the point of beginning. Contains 13.27 acres.

FRESNO COUNTY RECORDERS OFFICE

SIGN CRITERIA

POLICY

The purpose of this sign criteria is to create a comprehensive and balanced system of signage thereby insuring maximum tenant identification within an overall design. All tenants' signs must conform to this criteria and complement the architectural design of the Shopping Center.

GENERAL REQUIREMENTS

1. Signs shall be designed at Tenant's direction subject to the approval of Landlord.
2. Size and location shall conform to the requirements of the appropriate government authority as well as the requirements set forth herein.
3. Tenant shall, prior to fabrication submit to Landlord for approval at least two copies of detailed drawings indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
4. Tenant shall pay for the design, installation and maintenance of Tenant's signs.
5. Tenant or his representative shal be responsible for obtaining all permits for signs and their installation.

CONSTRUCTION AND INSTALLATION REQUIREMENTS

1. All signs shall be constructed and installed by contractors qualified to fabricate and install commercial signs. Installation, including all connections shall be per Landlord's approved Construction Drawings and Specifications.
2. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.
3. **Fascia Signs**
   a. Signs shall be individual plastic/metal letters lighted from within and not exceeding__ _____ inches in height.
   b. Total horizontal dimensions of signs shall not exceed eighty percent (80%) of the width of Tenant's store frontage.
   c. All signs shall be mounted 12 inches from the bottom of the fascia, the center of which is the center of the leased premises. Mounting details of signs are outlined on the attached illustration.
   d. Location of all openings for conduit in the sign panel or building walls are to be approved by Landlord.
4. **Carved Wooden Signs**
   a. Tenant shall be permitted one carved wooden sign, 12 inches high by 60 inches wide.
   b. This sign extending horizontally from Tenant's premises, is to be suspended under the canopy by a metal chain as shown on the attached illustration.
5. **Entrance Door Lettering**
   a Tenant shall be permitted to place upon each entrance door of the Premises in gold leaf or decal application lettering which indicates the address number and name of the business and hours of operation.

REMOVAL

Within fifteen (15) days following the expiration or other termination of tenancy, Tenant shall have all Tenant's signs removed.

Exhibit "E"

Exhibit E