



**LUSK-CYPRESS INDUSTRIAL PARK**  
**LANDSCAPE DESIGN CRITERIA, DEVELOPMENT STANDARDS AND**  
**COVENANTS, CONDITIONS and RESTRICTIONS**



# INTRODUCTION

The purpose of the following standards are to assist the individual development of parcels within the Industrial Park in accordance with the conditions set forth by the City of Cypress, California and objectives of John D. Lusk & Sons.

Generally, the function of the architectural review focuses on exterior building design and site elements. Interior layout and operation is not reviewed in detail unless it is found that the exterior appearance suffers as a direct result.

The landscape development standards supplement the Declaration of Covenants, Conditions and Restrictions for Lusk-Cypress Industrial Park and by providing sufficient information, aid the applicant in expediting a complete review at an early stage.

Report Prepared For:

John D. Lusk & Sons

by

Cardoza-DiLallo Assoc., Inc.  
1599-A4 Superior Ave.  
Costa Mesa, Ca. 92627

INTRODUCTION

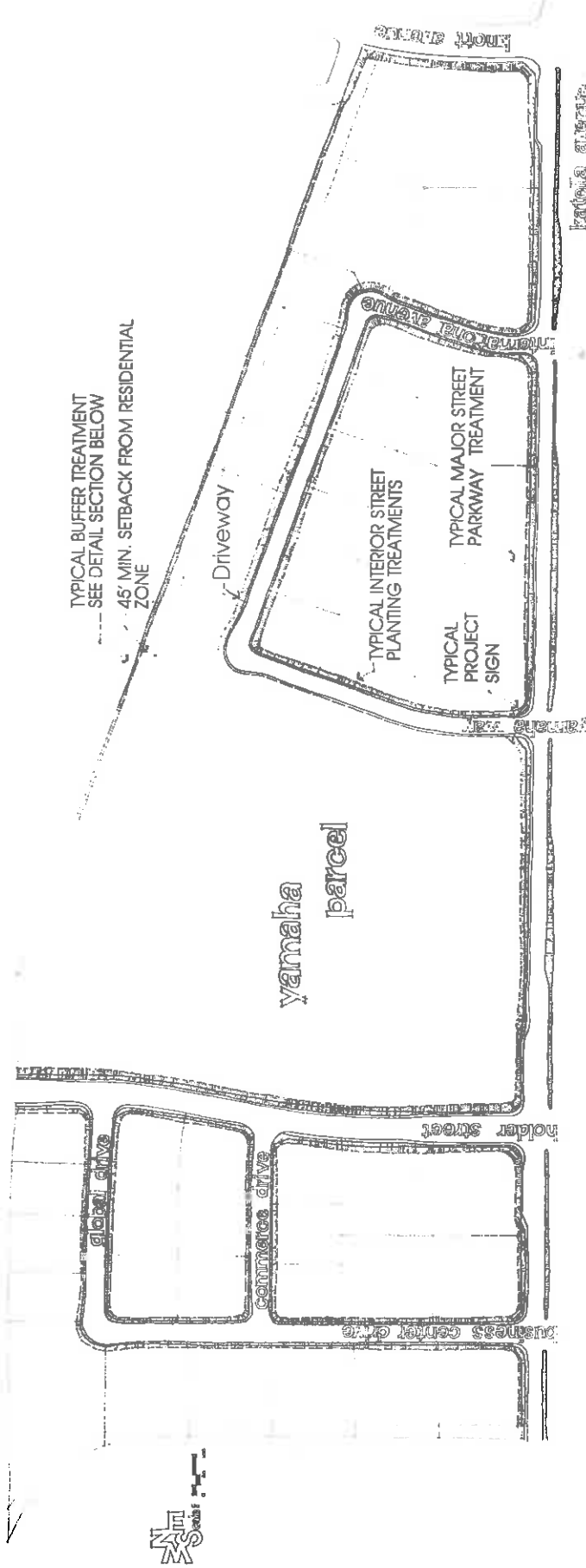


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## STREET TREES

STREET	BOTANICAL NAME	COMMON NAME
Katella Avenue	Fraxinum velutina	Arizona Ash
Knott Avenue	Tristania conferta	Brisbane Box
International Way	Pyrus Bradfordii	Bradford Pear
Yamaha Way	Pyrus Bradfordii	Bradford Pear
Holder Street	Tristania conferta	Brisbane Box
Business Center Drive	Tristania conferta	Brisbane Box
Global Drive	Fraxinus velutina	Arizona Ash
Commerce Drive	Alnus rhombifolia	White Alder

# PLANT SPECIFICATIONS

## BOTANICAL NAME

## COMMON NAME

### ACCENT TREES

*Alnus rhombifolia*  
*Eucalyptus citriodora*  
*Erythrina caffra*  
*Pinus canariensis*

White Alder  
Lemon-scented Gum  
Coral Tree  
Canary Island Pine

### LARGE SHRUBS

*Acacia decora*  
*Ligustrum texanum*  
*Xylosma congestum*

Graceful Wattle  
Texas Privet  
Xylosma

### MEDIUM SHRUBS

*Raphiolepis indica*  
*Veronica spicata*

Indian Hawthorn  
Speedwell

### SMALL SHRUBS

*Abelia grandiflora*  
*Agapanthus africanus*  
*Coprosma kirkii*

Glossy Privet  
Lily-of-the-Nile  
Mirror Plant

### GOUND COVERS

*Baccharis pilularis*  
*Gazania species*  
*Hedera helix 'Hahns'*  
*Trachelosperum jasminoides*  
*Vinca minor*

Coyote Brush  
Trailing Gazania  
Hans Ivy  
Star Jasmine  
Dwarf Periwinkle

### GRASS - KATELLA MEDIAN

'Santa Ana' Bermuda

### GRASS - INTERIOR STREETS

Bluegrass Mix



# I. LANDSCAPE STANDARDS

## GENERAL

It is the objective of the landscape standards integrating the physical architectural elements with the streetscape and to visually screen undesirable elements. A framework of landscape treatments has been conceived for the Industrial Park reflecting a total design concept.

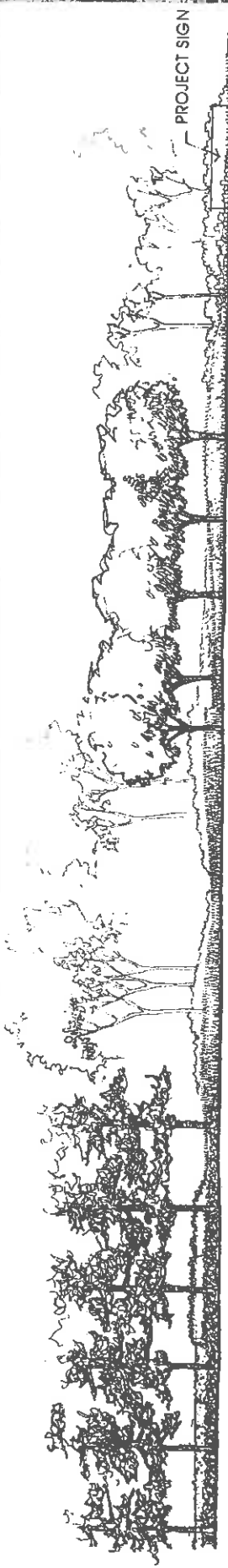
1. All trees used in formal groups should be constant in form and size: spaced equally apart.
2. Trees used in an informal pattern should be grouped in large masses, with no fewer than 5 per group. Trunk spacing must vary so as not to create a formal alignment.
3. Trees and shrubs used around berms should be located on one side or the other, never on top.
4. Ground covers and grass mix should be compatible providing continuity throughout the project.
5. Storage areas must be screened from public views by the use of planting, walls, slated fencing building or any combination. It will be confined to the rear 2/3 of the property.
6. All ground signs not to exceed 4' above grade in height nor more than 1½ s.f. in area per 1 ft. of building frontage with maximum of 150 s.f. in area.
7. All decorative and security lighting fixtures must be screened from view.
8. Provide one 15 gal. size (min.) tree per 5 parking stalls.

## MAJOR STREET/BIKE PATH PARKWAY TREATMENT

1. Parkway trees shall be planted in large groups at 15'-20' o.c.
2. Align trees in clusters whenever possible.
3. Trees species shall be consistent in height and spread.
4. Use flowering and deciduous trees for seasonal changes.

LANDSCAPE STANDARDS

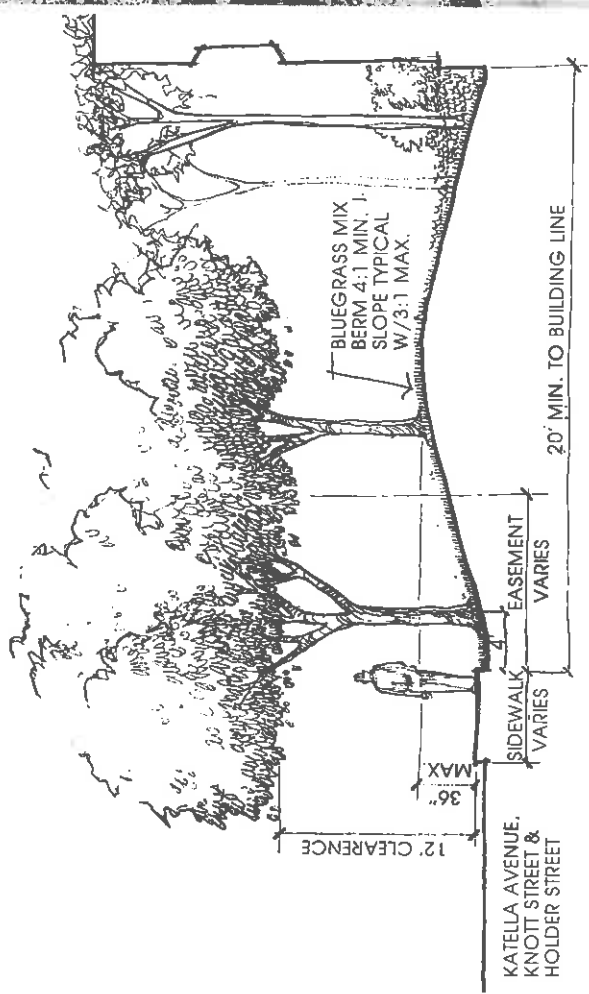
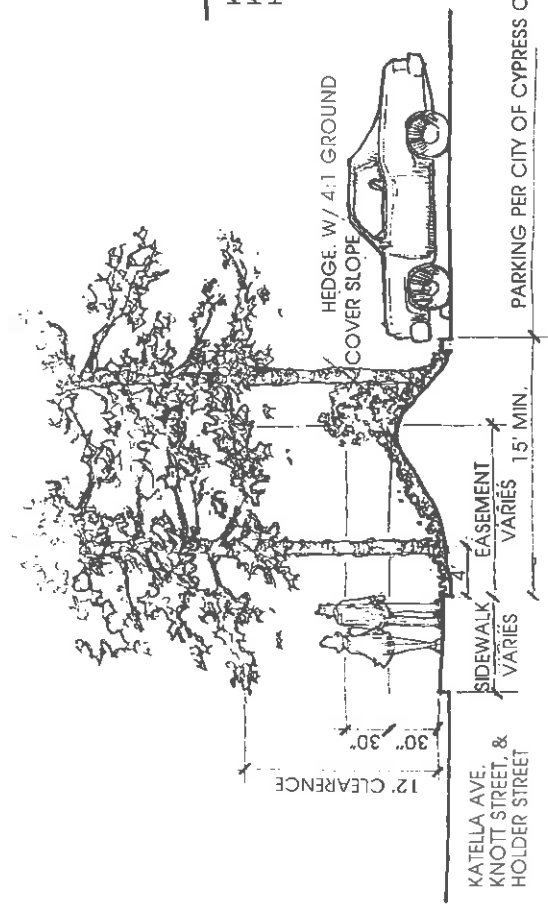




PROJECT SIGN

elevation

# typical major street



# bike path-parkway treatment

DETAIL

### **INTERIOR STREET TREATMENT**

1. Provide minimum of 5' planting area along front elevation of building when parking spaces are provided on front of lot.
2. Informal grouping of trees in masses of 5 or more (but always in odd numbers).
3. Planting of trees, shrubs, and vines along building front to soften overall space.

### **RESIDENTIAL BUFFER TREATMENT**

1. Low dense grouping of evergreen trees with intermittent planting of taller vertical species.
2. Low shrubs, ground covers and vines should be used to soften masonry wall.
3. All slopes from block walls to adjoining ground level shall not exceed 4:1.

### **LANDSCAPE STAKING**

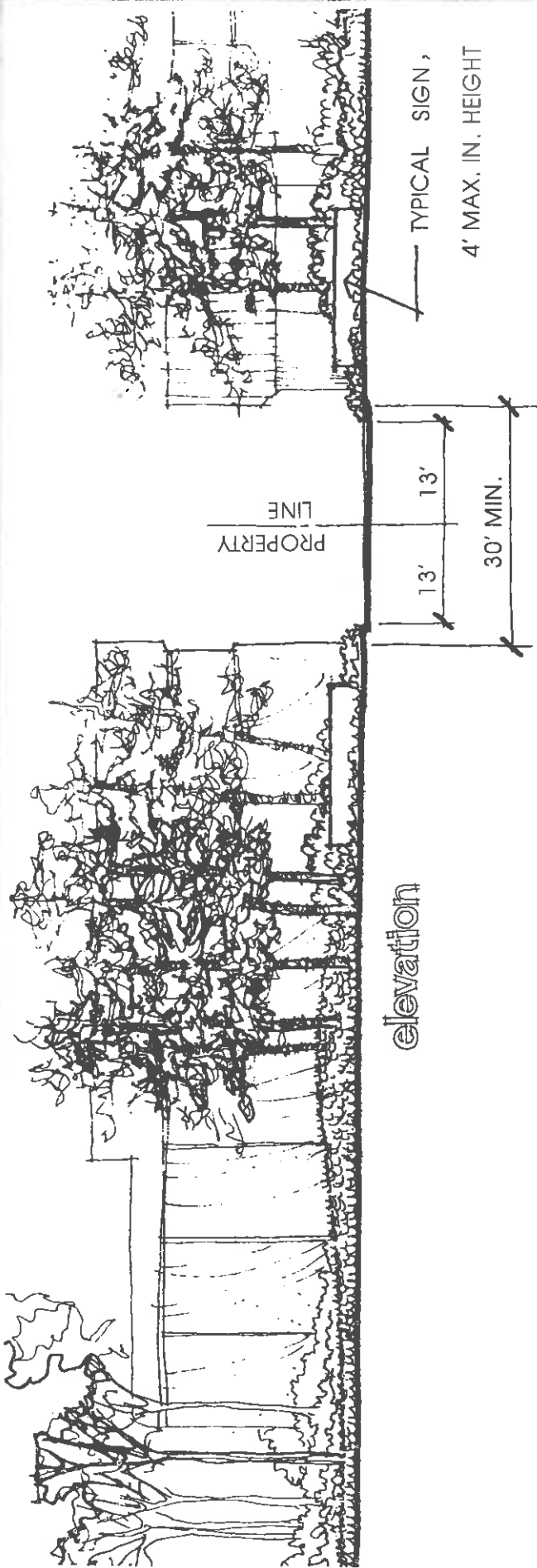
1. All trees should be appropriately staked with a preservative treated lodgepole pine stake and planted in accordance with City of Cypress Standard Plan No. 211.
2. Boxed specimens longer than 24" should be "guyed" in three directions for support.

### **LANDSCAPE MAINTENANCE**

1. Lawn and ground cover areas shall be kept trimmed and/or mowed on a regular basis. Trees shall be appropriately pruned on an annual basis.
2. All landscaped areas shall be kept in a healthy and growing condition; free of weeds and debris.
3. All landscaped areas shall be kept on a regularly scheduled basis for fertilization.

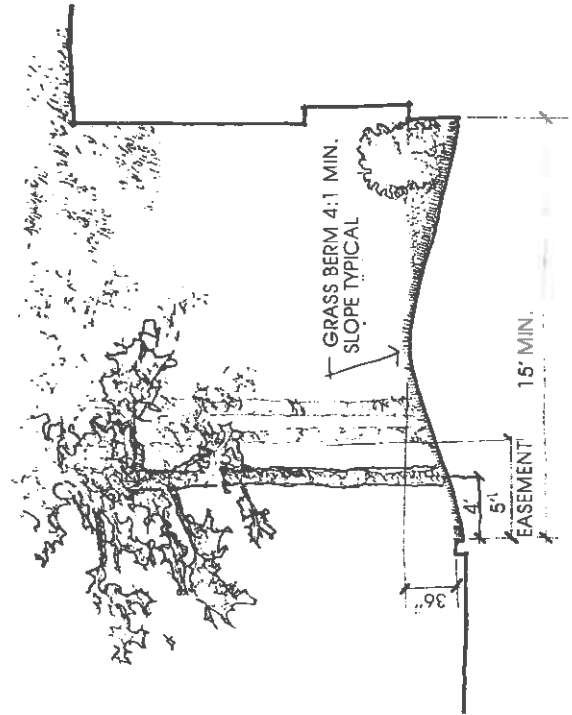
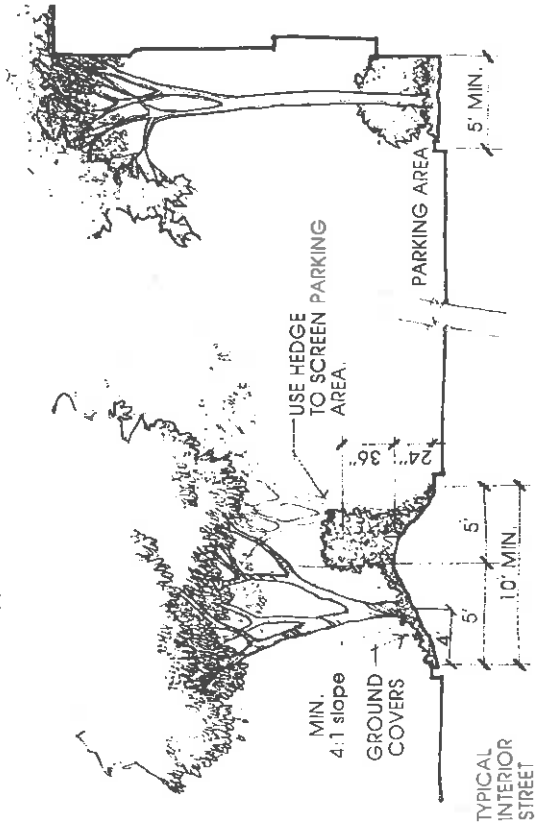
### **LANDSCAPE LIGHTING**

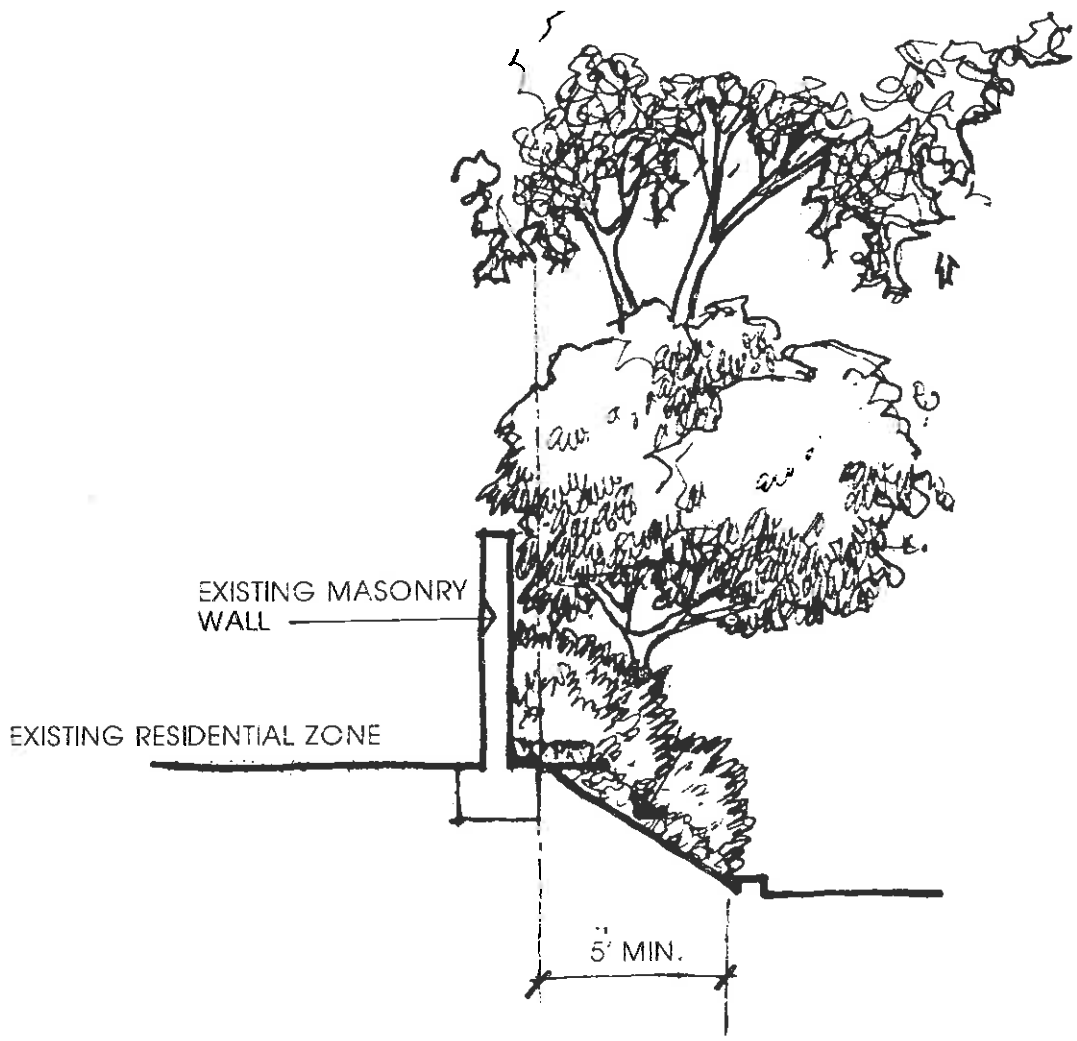
1. Lighting shall be screened and/or shielded; directed as to not shine directly upon residential areas adjoining parcels or public right-of-way.
2. Exterior building lighting shall be presented to the architectural review committee as per Covenants, Conditions, and Restrictions.



elevation

# typical interior street treatments





typical residential  
buffer treatment

## II. IRRIGATION STANDARDS

1. Complete irrigation plans shall be presented for review.
2. Automatic sprinklers should be planned for all landscaped areas. Automatic controllers should be screened from all views, locked, and not easily accessible to pedestrian traffic.
3. Back flow prevention devices should be screened from all views and not set in lawn areas.
4. Shrub and lawn sprinkler heads adjacent to pedestrian walks, parking spaces, driveways and structures shall be high pop-ups installed 1/2" from the edge of curbs and walks and 6" from architectural structures.
5. Irrigation systems shall be kept properly adjusted and cleaned as part of a regular maintenance program.
6. Workmanship and material shall conform to the local plumbing code of the City of Cypress.
7. Each parcel's irrigation plan shall provide for a minimum of one quick coupling valve.
8. At the conclusion of all work, the contractor shall record all changes made during the course of construction.

IRRIGATION STANDARDS





GENERAL DEVELOPMENT STANDARDS



# CITY OF CYPRESS

## PLANNED COMMUNITY INDUSTRIAL/COMMERCIAL

### ZONE #1

- Section 1 PURPOSES
- Section 2 USES PERMITTED
- Section 3 USES SUBJECT TO CONDITIONAL USE PERMIT
- Section 4 ACCESSORY USES
- Section 5 OTHER USES
- Section 6 PROHIBITED INDUSTRIAL USES
- Section 7 DEVELOPMENT STANDARDS
- Section 8 GENERAL REQUIREMENTS
- Section 9 PERFORMANCE STANDARDS

#### **Section 1 PURPOSES**

In addition to the objectives outlined in Section 1 (Purpose and Scope) of the City's Zoning Ordinance, Planned Community Industrial/Commercial Zone #1 is designed to achieve the following purposes:

- A. To encourage the establishment of compatible industries in areas where it is deemed desirable to provide for limited manufacturing facilities and to establish standards of design and type of use which will enhance the area, be in harmony with the objectives of the General Plan and minimize detrimental effects to the public health, safety and welfare.
- B. To designate an area for modern industrial and research developments and commercial uses that can meet high performance and development standards, while benefiting the community through growth, prosperity and providing an increasing supply of citizen employment and services.
- C. To allow diversification of specified land uses as they relate to each other in a physical and environmental arrangement, while insuring substantial compliance with the overall goals of the City as identified in the various elements of the General Plan.

#### **Section 2 USES PERMITTED**

The following uses and regulations shall be permitted in the Planned Community (PC) Industrial/Commercial Zone #1 subject to approval by administrative review.

- A. The compounding, processing, packaging or treatment of such products as cosmetics, drugs, perfumes, pharmaceuticals, toiletries, and food products, except the rendering and refining of fats and oils.
- B. The manufacture, compounding or assembly of articles or merchandise from previously prepared materials such as: aluminum, brass, cellophane, canvas, cloth, cork, copper, felt, fibre, glass, latex, lead, leather, paint, paper, plastics, rubber, tin, iron, steel, lumber and yarns.
- C. The manufacture, compounding, or assembly of articles or merchandise from raw materials such as: bone, feathers, fur, hair, precious or semi-precious metals, stone, shell or tobacco.
- D. The manufacture of pottery, figurines, or similar ceramic products using only previously pulverized clay and kilns fired only by electricity, gas or solar energy sources.
- E. Accessory uses and structures which are related and incidental to a permitted use.
- F. Offices devoted to research and analysis, engineering, and the use of large-scale electronic data processing systems.
- G. Administrative, management, regional or headquarters offices for any permitted industrial use which are not designed to primarily service the general public.
- H. Support uses such as: surveying, blueprinting and photostating, contractor's office or photographic services.
- I. Storage and warehousing, open or enclosed subject to the screening provisions of Section 7(h), provided further that wrecking yards, junk yards and salvage yards are prohibited.
- J. Trade schools, limited to those schools training students for employment in industrial occupations. This section is not intended to include any business or commercial school or college.
- K. Bottling plants.
- L. Electronic parts and equipment assembly and repair.
- M. Financial institutions.
- N. Furniture upholstering and repair.
- O. Health and athletic clubs.
- P. Laboratories: Chemical, dental, electrical, optical, mechanical and medical.
- Q. Machine shop or other metal working shops.
- R. Manufacture and maintenance of electrical and other signs.
- S. Manufacture of novelty items, not including fireworks or other explosive-type items.
- T. Newspaper publishing.
- U. Public utility service offices.
- V. Retail commercial uses and services when conducted as an accessory or ancillary use to a permitted use.
- W. Rubber and metal stamp manufacturing.
- Y. Wholesale distributing plants.

### **Section 3 USES SUBJECT TO CONDITIONAL USE PERMIT**

The following uses are permitted subject to the approval of a Conditional Use Permit application by the Planning Commission.

- A. Automobile and truck sales and services including rental agencies, repairing, painting, washing, and supply stores.
- B. General retail commercial uses provided that such uses are clustered within buildings having a combined minimum floor area of 15,000 square feet.
- C. Shopping centers consisting of three acres in land area or greater.
- D. Retail food service establishments with or without the incidental sale of alcoholic beverages.
- E. Gasoline service stations.
- F. Public utility pumping stations, electric generating stations and substations, equipment buildings and installations.
- G. Public storage facilities (mini-warehouses).

### **Section 4 ACCESSORY USES**

- A. Accessory structures and uses located on the same site as a permitted or conditional use.
- B. Incidental services for employees on a site occupied by a permitted or conditional use.
- C. Watchman's or caretaker's living quarters only when incidental to and on the same site as a permitted or conditional use.

### **Section 5 OTHER USES**

Other uses as may be determined by resolution of the Planning Commission to be similar to and no more detrimental than existing permitted or conditional uses in the Planned Community Industrial/Commercial Zone #1.

### **Section 6 PROHIBITED INDUSTRIAL USES**

Industrial uses which, because of potential emanation of dust, ash, smoke, heat, noise, fumes, radiation, gas odors, or vibrations are or may be inconsistent with the intent and purposes of this article as determined by the Planning Commission. No cargoes of explosives, liquid or gaseous corrosives shall be maintained on any parcel of land in the Planned Community Industrial/Commercial Zone #1.

### **Section 7 DEVELOPMENT STANDARDS**

- A. Front Yard and Street Side Yard Setback. The minimum front yard setback and the minimum exterior side yard setback shall comply with the following requirements:
  - 1. Parcels that front on a major, primary or secondary highway shall have a minimum front and minimum street side yard setback of twenty (20) feet. Provided further, that for each additional ten (10) feet of building length exceeding one hundred and fifty (150) feet, an additional foot of setback shall be provided; however, the maximum setback need not exceed thirty (30) feet. Parking shall be restricted to the fifty percent (50%) of said yard requirements closest to the structure. The remaining fifty percent (50%) of the required front and side yards shall be landscaped.

2. Parcels that front on a local street shall have a minimum front and a minimum street side yard setback of fifteen (15) feet. Provided further, that for each additional ten (10) feet of building length exceeding one hundred and fifty (150) feet, an additional foot of setback shall be provided; however, the maximum setback need not exceed twenty (20) feet. Parking shall be restricted to the one-third (1/3) of said yard requirements closest to the structure. The remaining two-thirds (2/3) of the required front and side yards shall be landscaped.
  3. All required front and street side yard setbacks shall be landscaped and shall be developed and maintained in accordance with the adopted landscape standards on file in the Planning Department.
  4. One (1) additional foot of setback for each foot of building height above twenty-five (25) feet shall be provided; however, the maximum setback need not exceed thirty (30) feet.
  5. On a major, primary or secondary highway, front yard and street side yard setbacks shall be measured from back of sidewalk. On local streets, front yard and street side yard setbacks shall be measured from back of curb.
- B. Interior Side Yard. The minimum interior side yard shall be fifteen (15) feet, except that the interior side yard setback may be reduced to zero on one side of the lot provided that:
1. The wall constructed at the zero setback shall be of maintenance-free masonry material.
  2. The opposite side yard is increased to thirty (30) feet.
- In the event that two contiguous property owners desire to construct buildings using zero side yard setbacks, utilizing a common driveway for ingress and egress to the rear of both properties, said opposite side yard may be reduced to fifteen (15) feet provided easements are obtained and recorded insuring a thirty (30) foot minimum separation between the two buildings for ingress and egress to the rear of the property. This thirty (30) foot accessway shall be maintained free of obstructions skyward and with no openings that would facilitate any loading or unloading, in any portion of the buildings which fronts on the easement.
3. Where an interior side yard abuts property zoned and master planned for residential use, the minimum required side yard shall be not less than forty-five (45) feet.
- C. Rear Yard. There shall be no minimum rear yard requirement except where a lot or parcel abuts property zoned or master planned for residential use, then a minimum rear yard of forty-five (45) feet shall be required.
- D. Landscaped Buffer. A minimum five (5) foot wide landscaped buffer of trees shall be provided along that portion of a side and rear property line where such side yard or rear yard abuts property that is zoned or master planned for residential uses or community facilities. Said trees shall be of sufficient size and species to provide maximum screening and buffering from noise and visual intrusion of an industrial use upon a residential or community facility use. Said landscape buffer shall be in accordance with the adopted landscape standards on file in the Planning Department.
- E. Minimum Building Site. The minimum building site shall be twenty thousand (20,000) square feet in area.
- F. Minimum Lot Width. The minimum average width shall be one hundred (100) feet.

- G. Building Height. No building structure, or combination of buildings and structures shall exceed fifty (50) feet in height.
1. Exception. Rooftop mechanical equipment and screening may exceed the fifty (50) foot height limit, provided, however, they shall not exceed building height by more than five (5) feet. Screening shall be set back fifteen (15) feet from an exterior building edge and shall not project above the equipment which it is designed to shield from view. Rooftop mechanical equipment shall be screened from view from adjacent properties and street rights-of-way.
- H. Outside Storage. No material, supplies or products shall be stored or permitted to remain on the property in unscreened areas. Screening of storage areas shall be accomplished by the use of landscaping, walls, slatted fencing, buildings, or any combination thereof to a height sufficient to screen the stored items. Storage shall be confined to the rear two-thirds (2/3) of that property.
- I. Waste Disposal.
1. No waste material or refuse shall be dumped, placed, or allowed to remain on the property outside a permanent structure.
  2. Industrial waste disposal shall be in accordance with all local codes and ordinances.
  3. Trash receptacles shall be provided for each project as specified by the Planning Commission under Design Review.
- J. Off-Street Parking.
1. The arrangement, access and basic requirements of all parking spaces shall conform to Section 14 (Off-Street Parking) of the Zoning Ordinance of the City of Cypress.
  2. The following schedule of off-street parking requirements shall apply to uses established in the PC Industrial/Commercial Zone #1:
    - a. Office and Commercial Uses  
One (1) space for each 250 square feet of gross floor area.
    - b. Manufacture, Research and Assembly, Service Industry, Construction, Support Industry and Multi-Tenant Industry  
Two (2) parking spaces for each three (3) employees, but in no event less than two (2) spaces for each 1,000 square feet of gross floor area.
    - c. Warehouse and Distribution Industry  
Two (2) parking spaces for each three (3) employees, but in no event less than two (2) spaces for each 1,000 square feet of gross floor area for the first 20,000 square feet; one (1) space for each 2,000 square feet for the second 20,000 square feet; one (1) space for each 4,000 square feet of floor area of the building in excess of 40,000 square feet. If there is more than one (1) shift, the number of employees on the largest shift shall be used in determining parking requirements.
  3. The Parking requirements for uses subject to the granting of a Conditional Use Permit and which cannot be related to the schedule above, shall be as determined by the Planning Commission in their approval of the Use Permit.

4. Where driveways have been provided to permit access to the rear of a building, the minimum driveway width shall be twenty-five (25) feet. Such driveway shall be maintained free and clear of any obstruction. Where a driveway is provided directly adjacent to the side of a building with openings, said driveway shall be increased to thirty (30) feet.
- K. Trucking and Loading Requirements. Truck loading, rail loading, loading well deck facilities, or doors for such facilities shall not face a public street, or encroach into the required front and street side yard setbacks as follows:
1. Trucking and loading facilities may face a local public street subject to the approval of a Conditional Use Permit application by the Planning Commission.
  2. In reviewing such application, the Planning Commission shall be governed by the following:
    - a. Any loading facility shall be set back a minimum of forty-five (45) feet from the property line.
    - b. Any loading facility shall not exceed a maximum width of twenty (20) feet.
    - c. Any loading facility shall be located within a fully enclosed structure, screened from view, with doors of a color compatible with the main building.
    - d. Installation of the loading facility will not create an over-concentration of such facilities on any one street, and the Planning Commission shall endeavor to achieve variations in the street scene.
    - e. Adequate area shall be provided for the safe operation of trucks in loading areas.
    - f. Any landscaping which is displaced by construction of loading facilities shall be provided elsewhere.
    - g. Trucking areas shall be adequately paved for the type of operation intended.
- L. Signs. Except as provided in Section 15.3 (Special Purpose Signs) of the Cypress Zoning Ordinance, only the following signs shall be permitted in the PC Industrial/Commercial Zone #1:
1. Wall Signs
    - a. No wall sign will exceed an area equal to one and one-half (1 ½) square feet of sign for each one (1) foot of lineal frontage of the building or store. However, no sign shall exceed 150 square feet in area nor comprise more than 10 percent of the area of the elevation upon which the sign is located.
    - b. In multi-tenant industrial buildings, each individual industry may have a wall sign over the entrance to identify the tenant. Said signs will be oriented toward the street, parking or pedestrian area for that building and shall not exceed one (1) square foot of sign area for each lineal foot of building frontage up to a maximum of 20 square feet.
  2. Ground Signs

Ground signs shall not exceed four (4) feet above grade in height nor more than one and one-half (1 ½) square feet in area for each one (1) foot of lineal frontage of the building or store. However, no sign shall exceed 150 square feet in area.



### 3. Freestanding Signs

For commercial uses, in lieu of a ground sign, one freestanding identification sign not exceeding one (1) square foot in area for each lineal foot of property frontage. However, no such sign shall exceed 25 feet in overall height or 150 square feet in area.

### 4. Miscellaneous Signs

The following signs are permitted:

#### a. Temporary Identification Signs

##### 1. Sales or Lease Sign

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

##### 2. Construction Sign

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

##### 3. Future Tenant Sign

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

#### b. Special Purpose and Direction Signs

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

### 5. Standards

- a. Only one (1) single or double face permanent sign will be allowed per street frontage per site or tenant.
- b. Signs will be restricted to advertising only the person, firm, company or corporation operating the use conducted on the site or the products sold therein.
- c. The area of a wall sign will be measured by a rectangle around the outside of the lettering and/or pictorial symbol.
- d. All signs attached to the building will be surface mounted.
- e. Signs visible from the exterior of any building may be lighted, but no signs or any other contrivance will be devised or constructed so as to rotate, gyrate, blink or move in any fashion.

## **Section 8 GENERAL REQUIREMENTS**

### A. Fencing. Fences or walls may be located on a portion of the lot as follows:

1. Fences or walls which do not exceed thirty-six (36) inches in height may be located on any portion of the lot.

2. Fences or walls exceeding thirty-six (36) inches but not exceeding eight (8) feet in height, may be located in the required rear and side yards to the front building line, but may not exceed thirty-six (36) inches in height within fifteen (15) feet of the intersection of a driveway and street right-of-way.
- B. Lighting.
1. Adequate lighting shall be provided for all automobile parking areas, trucking and loading areas, and all pedestrian and vehicle access points.
  2. Lighting shall be designed so that it does not directly project onto adjacent property or onto a public throughfare.
- C. Buildings. All structures erected within the PC Industrial/Commercial Zone #1, with the exception of trim and minor architectural features, shall be constructed of ceramics, masonry, concrete, stucco or other materials of a similar nature, as approved by the Planning Commission. All building construction shall meet the requirements of Fire Zone Codes.
- D. Design Review. Prior to the issuance of any building permit, a site plan and elevation plan of the proposed project shall be submitted for review and approval by the Planning Commission in accordance with the provisions of Section 18 (Design Review) of the Cypress Zoning Ordinance.

## **Section 9 PERFORMANCE STANDARDS**

- A. Sound shall be muffled so as not to become objectionable due to intermittence, beat frequency or shrillness. The measurement of sound shall be measured in decibels with a sound level meter and associated octave band filter in accordance with the standards prescribed in Ordinance No. 563, the Noise Ordinance for the City of Cypress.
- B. Smoke shall not be emitted from any source in a greater density of gray than that described as No. 1 on the Ringlemann Chart, except that visible gray smoke of a shade not darker than that described as No. 2 on the Ringlemann Chart may be emitted for not more than four (4) minutes in any thirty (30) minutes. These provisions, applicable to visible gray smoke, shall also apply to visible smoke of a different color, but with an equivalent apparent opacity.
- C. Dust, dirt, fly ash or airborne solids, from any source, shall not be in a density greater than that described as No. 1 on the Ringlemann Chart.
- D. Odors from gases or other odorous matters shall not be in such quantities as to be offensive beyond the lot lines of the use.
- E. Toxic gases or matter shall not be emitted which can cause any damage to health, to animals or vegetation, or other forms of property, or which can cause any excessive soiling beyond the lot lines of the use.
- F. Vibration from any machine, operation or process which can cause a displacement of .003 of one (1) inch, as measured at the lot lines of the use, shall be prohibited. Shock absorbers or similar mountings shall be allowed which will reduce vibration below .003 of one (1) inch as measured at the lot lines.
- G. Glare and heat from any source shall not be produced beyond the lot lines of the use.

- H. Radioactivity and Electrical Disturbances. Except with the prior approval of the Commission as to specific additional uses, the use of radioactive material within the zone shall be limited to measuring, gauging and calibration devices; as tracer elements, in X-ray and like apparatus, and in connection with the processing and preservation of foods. In no event shall radioactivity, when measured at each lot line, be in excess of  $2.7 \times 10^{-11}$  microcuries per milliliter of air at any moment of time.

Radio and television transmitters shall be operated at the regularly assigned wave lengths (or within the authorized tolerances therefor) as assigned thereto by the appropriate governmental agency. Subject to such exception and the operation of domestic household equipment, all electrical and electronic devices and equipment shall be suitably wired, shielded and controlled so that in operation they shall not, beyond the lot lines, emit any electrical impulses or waves which will adversely affect the operation and control of any other electrical or electronic devices and equipment.

- i. Conformance Testing. Whenever there is a question of conformance with the performance standards of this section, the Planning Director shall require the property owner or operator to engage the services of a certified testing firm. Copies of all such tests shall be furnished to the Planning Director for determination of conformity with the requirements of this section. A property owner or operator may appeal the determination of the Planning Director for consideration by the Planning Commission. There shall be no cost applied to such an appeal.



# APPENDIX

6939

WHEN RECORDED MAIL TO:

Lusk-Cypress Industrial Park  
P. O. Box C-19560  
Irvine, California 92713  
Attention: Richard T. Deihl

\$20.00

RECORDED AT REQUEST OF  
TITLE INS. & TRUST CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIFORNIA  
8:08 A.M. MAR 7 1978  
L. WYLIE CARLYLE, County Recorder

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LUSK-CYPRESS INDUSTRIAL PARK

ARTICLE I

RECITALS

1.01 Declarant is the owner of certain real property in the City of Cypress, County of Orange, State of California, described as Parcel 2 of Parcel Map No. RST 8666, Recorded December 15, 1977, in Book 108 at Pages 25 and 26 of Parcel Maps in Orange County, California and Parcel 1 of Parcel Map 8769 as filed in Book 111, Pages 38 and 39, of Parcel Maps in Orange County, California.

1.02 In order to establish a general plan for the improvement, development and maintenance 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. Declarant has deemed it desirable to create a corporation for the purposes of administering and enforcing these conditions, covenants and restrictions and collecting and disbursing funds pursuant to the assessments and charges hereinafter created and referred to in this Declaration. The Lusk-Cypress Industrial Park Association, a non-profit corporation will be incorporated under the laws of the State of California for the purposes hereinabove mentioned.

ARTICLE II

GENERAL PROVISIONS

2.01 Establishment of Restrictions. Declarant, Owner of the Property, hereby declares that the Property is now held,

and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the restrictions herein set forth, each and all of which is and are for, and shall inure to, the benefit of and pass with each and every Lot 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. 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. The following terms used in these Covenants, Conditions and Restrictions shall be applicable to this Declaration and also to any Supplemental Declaration recorded pursuant to Article III hereof, and are defined as follows:

(a) Association. "Association" shall mean and refer to Lusk-Cypress Industrial Park Association, a non-profit corporation, incorporated under the laws of the State of California, its successors and assigns.

(b) Board of Directors. "Board of Directors" and/or "Board" shall mean and refer to the Board of Directors of the Association.

(c) Member. "Member" shall mean and refer to every person or entity who holds membership in the Association.

(d) Owner. "Owner" shall mean and refer to the Record Owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(e) Declarant. "Declarant" shall mean and refer to John D. Lusk & Son, a California corporation, its successors and assigns.

(f) Property. "Property" shall mean and refer to all of the Real Property described in Article I of this Declaration and such annexations thereto as may hereafter be brought within the jurisdiction of the Association pursuant to the terms hereof.

(g) Improvements. "Improvements" shall mean and include but not be limited to buildings, out-buildings, parking areas, loading areas, trackage, fences, walls, landscaping, poles, signs and any structures of any type or kind.

(h) Lot. "Lot" shall mean and refer to the recorded Lot within the existing Property or any other properties annexed pursuant to this Declaration, but shall not include dedicated streets or alleys which have been dedicated to and accepted by any governmental agency having jurisdiction in the matter.

(i) Parcel. As used in this Declaration the term "Parcel" shall be construed as being synonymous with the term Lot and the definition of Lot set out in (g) hereinabove will also apply to the term Parcel.

(j) Site. "Site" shall mean and refer to both Lots and Parcels as hereinabove defined, within the Property.

(k) Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the Property as recorded in the office of the County Recorder, County of Orange, State of California, Supplemental Declaration recorded pursuant to Article III hereof, and any amendments recorded pursuant to Article XI, Section 11.02 hereof.

(l) Deed of Trust. "Deed of Trust" shall mean and refer to the conveyance of any Lot of the Property to secure the performance of an obligation.

(m) Conveyance. "Conveyance" shall mean and refer to conveyance of a fee simple title to any Lot.

(n) Lessee. "Lessee" shall mean and refer to any individual or entity who has possession of any Lot within the Property but has less than a Fee Simple interest in said Lot.

### ARTICLE III

#### ANNEXATION OF ADDITIONAL PROPERTY

The Property described in Article I and/or any other real property, may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this Article, as follows:



3.01 Annexation Without Approval and Pursuant to  
General Plan.

The Real Property described in EXHIBIT "A" attached hereto and by this reference made a part hereof and any real property, hereinafter referred to as Annexable Property, which is contiguous to the Property may be annexed to and become subject to this Declaration provided that in addition, the zoning of the Annexable Property is compatible. For purposes of this section, public streets, alleys or other public lands separating any Annexable Property from the Property shall not be construed in such a way as to render the Annexable Property non-contiguous with the Property. Such Annexable Property will become subject to the jurisdiction and a part of the Association without the approval, assent or vote of the Association or its Members, providing and on condition that:

(a) Any annexation pursuant to this section shall be made prior to the expiration of ten (10) years from the date of the recording of this Declaration.

(b) Prior to conveyance of title to individual purchasers of any improved lot within the Annexable Property, easements to the Association for the purpose of ingress and egress over the Lots shall be granted by Declarant.

(c) A Supplementary Declaration of Covenants, Conditions and Restrictions as described hereinafter in Section 3.03 of this Article, covering the Annexable Property be executed and recorded by the owner of the Annexable Property. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the the Annexable Property described therein, making the Annexable Property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter of all the owners of Lots in the Annexable Property shall automatically be Members of the Association.

3.02 Annexation Pursuant to Approval. The Association, pursuant to a two-thirds (2/3) majority voting power of its Members, or the written consent of such Members, may annex other property determined by the Association to be necessary for carrying

out the purposes of the Association as established by the Articles of Incorporation, the By-Laws and this Declaration. Pursuant to said annexation, the Association shall subject said Property to the jurisdiction of the Association and shall file of record a Supplementary Declaration as described in Section 3 of this Article.

3.03 Supplementary Declarations. The additions authorized under the foregoing sections shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the Annexable Property which shall extend the plan of this Declaration to said Property.

Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Annexable Property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration merger or consolidation, revoke, modify or add to the covenants established by this Declaration within the Property, except as hereinafter otherwise provided.

The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of said Annexable Property described therein, making said Annexable Property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the Owners of Lots in said Annexable Property shall automatically be Members of the Association.

#### ARTICLE IV

##### MEMBERSHIP

4.01 Membership. Every person or entity who is an Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a Member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all Owners of all Lots and all Members in the Association, are not exclusive,

as the Member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot which said Owner has title thereto. Membership shall be appurtenant to and may not be separated from the fee ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

4.02 Transfer. The membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Lot and then only to the purchaser or deed of trust holder of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of said Lot, the Association shall have the right to record the transfer upon the books of the Association.

4.03 Voting Rights. The Association shall have one (1) class of voting membership. Voting Members shall be all those Owners as defined in 4.01 above. Members shall be entitled to one (1) vote for each Lot, with an additional one (1) vote for each two (2) acres of property contained within the Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine but in no event shall the total number of votes allocated to any Lot be effected because of the number of Owners of said Lot. No one Owner may have more than ten (10) votes irrespective of the number of Lots the individual owns. The Declarant, however, is not subject to this ten (10) vote restriction for a period of ten years from the date this Declaration is first recorded. This section may not be terminated, extended, modified or amended pursuant to Section 11.02 and any such attempt shall be null and void and of no effect.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles of Incorporation and By-Laws of the Association.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Property, hereby covenants and agrees to pay, and each Owner of any Lot in said Property or Lots in any Annexed Property which becomes subject to the jurisdiction of the Association, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other covenant, is deemed to covenant and agree to pay to the Association: (1) regular assessments to be fixed, established and collected from time to time hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, cost and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

5.02 Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of promoting social welfare and common good of the Members of the Association and the administering and enforcement of these covenants, conditions and restrictions.

5.03 Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Directors of the Association pursuant to the Articles of Incorporation and By-Laws of said Association after giving due consideration of the current costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every Owner, and the due date for the payment of same shall be set forth in said notice.

5.04 Special Assessments. In addition to the regular assessments, the Board of Directors of the Association may levy special assessments subject to the following limitations:

(a) That any such special assessments for costs in excess of the regular assessments for carrying out the purposes and provisions of these covenants, conditions and restrictions shall be applicable to that year only and shall not exceed \$25.00 per Lot per year without the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of such meeting.

5.05 Uniform Rate of Assessments. Both regular and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual or annual basis, as determined by the Board of Directors.

5.06 Date of Commencement of Regular Assessments and Fixing Thereof. The regular assessments provided for herein shall commence as to each Lot on the first day of the month following the filing of the Notice of Completion for that Lot or on the first day of the month following the final inspection, approval and effective notice of completion as to each Lot by the local building department authority, whichever shall first occur. Regular assessments for each Lot within the additional properties annexed pursuant to Article III herein shall commence for each Lot on the first of the month following the filing of the Notice of Completion for each particular Lot or on the first day of the month following the final inspection, approval and effective notice of completion as to each Lot by the local building department authority, whichever shall first occur.

5.07 Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified Lot have been paid, and the amount of the delinquency,

if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5.08 Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein; (a) all Properties dedicated to and accepted by a local public authority; and (b) all Properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of California.

5.09 Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by abandonment of said Lot.

## ARTICLE VI

### NON-PAYMENT OF ASSESSMENTS

6.01 Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after the due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then legal rate, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or upon compliance with the notice provisions set forth in Section 6.02 hereof, to foreclose the lien (provided for in Section 5.01 of Article V hereof) against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event if a judgment is obtained, such judgment shall include interest and reasonable attorney's fees, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to

bring all actions at law or lien foreclosure against such Owner or other Owners for the collection of such delinquent assessments.

6.02 Notice of Lien. NO action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided until thirty (30) days from the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the Property is located; said notice of claim must recite a good and sufficient legal description of any such Lot, the Owner or reputed Owner thereof, the amount claimed (which shall include interest on the unpaid assessment at the then legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

6.03 Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

6.04 Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed \$25.00 to cover the costs of preparing and filing or recording such release, together with payment of such other costs, interest or fees as shall have been incurred.

6.05 Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which

the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

6.06 Subordination of Assessment Liens. If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust; (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

## ARTICLE VII

### ARCHITECTURAL CONTROL

7.01 Administrative Review. No improvement shall be permitted until all plans and specifications have been submitted to the City of Cypress and the Association's Architectural Committee for a Preliminary Plan Review. Said Preliminary Review is designated to benefit all parties of interest in understanding City/Association Requirements.

7.02 Architectural Approval. No improvements, as that term is hereinabove defined, shall be erected, placed, altered, maintained or permitted to remain on any land subject to these restrictions until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefore and structural design, signs, landscaping and any other documents the Architectural Committee requests shall have been submitted



to, received by and approved in writing by the Architectural Committee, (hereinafter referred to as the Committee). Such plans and specifications shall be submitted in writing over the signature of the Owner or Lessee of the site or his authorized agent.

7.03 Approval by the Committee shall be based, among other things, on adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring sites, proper facing of main elevation with respect to nearby streets, and conformity of plans and specifications.

7.04 If the Committee fails either to approve or to disapprove such plans and specifications within thirty (30) days after the same have been submitted to and received by the Committee it shall be conclusively presumed that the Committee has disapproved said plans and specifications.

Upon receipt of approval from the Committee pursuant to this section, the Owner or Lessee to whom the same is given shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved construction and alterations. In all cases, work shall be substantially completed within one (1) year from the date of such approval. If there is a failure to comply with this paragraph, then the approval given pursuant to this section shall be deemed revoked unless the Committee, upon request made prior to the expiration of said one (1) year period, extends the time for commencing the work.

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

7.06 Fees. An architectural review fee shall be paid to the Committee at the time plans are submitted to the Association for approval based upon the following schedule:

(a) When the plans submitted are prepared by an architect licensed to practice in the State of California, the architectural review fee shall be \$50.00.

(b) In all other cases, the architectural review fee shall be \$200.00.

7.07 Appointment of Architectural Committee. The Declarant shall initially appoint the Architectural Committee, consisting of not less than three (3) members, who shall remain in office three (3) years from date of recording of this Declaration and upon the expiration thereof the Declarant's obligations hereunder shall automatically terminate without further notice, and it shall be the duty and obligation of the Board of Directors to appoint the Architectural Committee, said Committee to be composed of three (3) or more representatives who need not be Members of the Association. In the event of the death or resignation of any member of the Committee prior to the time when the Board of Directors of the Association is vested with the authority, the Declarant shall have the right to appoint such member's successors.

7.08 General Provisions. The members of such Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee shall cease on and after fifty (50) years from the date of the recording of this Declaration. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed and duly recorded by the then Owners of a majority of the Lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. Said representatives may be the members of the Board of Directors of the Association.

The Association, in its discretion, may promulgate from time to time architectural standards as to landscaping, building, fences, walls and other structures.

7.09 Declarant's Construction and Improvement. Architectural Committee approval shall not apply to Declarant's construction, improvements and landscaping within the Property and any additional property described in Article III attached hereto and made a part hereof.

## ARTICLE VIII

### REGULATION OF IMPROVEMENTS

#### 8.01 Minimum Setback Lines.

(a) Declarant hereby declares that nothing herein shall supersede the City of Cypress requirements and/or ordinances and all said requirements and/or ordinances shall prevail and shall be the responsibility of an Owner or Lessee to understand and conform therewith.

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

- (1) Steps and walks.
- (2) Paving and associated curbing, except that vehicle parking areas shall be in conformity with Section 8.09 of this Article.
- (3) Fences, except that no fence shall be placed within the street setback area unless specific written approval is given by the Committee and the City of Cypress.
- (4) Landscaping.
- (5) Planters, not to exceed three (3) feet in height.
- (6) Displays identifying the Owner or Lessee are subject to specific City of Cypress ordinances and all such displays must have approval of the Committee in writing.

#### (c) Yard Requirements.

(1) Front Yard and Exterior Side Yard Setbacks. The minimum front and the minimum exterior side yard setbacks shall comply with the following requirements.

i Lots that front or abut Katella Avenue, Knott Street and Holder Street shall have a minimum front and minimum exterior side yard setback of twenty (20) feet. Provided further, that for each additional ten (10) feet of building length exceeding one hundred and fifty (150) feet, an additional foot of setback shall be provided; however, the maximum setback need not exceed thirty (30) feet.

ii Lots that front or abut on a local street shall have a minimum front and a minimum exterior side yard setback of fifteen (15) feet. Provided further, that for each additional ten (10) feet of building length exceeding one hundred and fifty (150) feet, an additional foot of setback shall be provided; however, the maximum setback need not exceed twenty (20) feet.

iii All required front and exterior side yard setbacks shall be landscaped with living plants permanently maintained and be furnished with automatic irrigation systems.

iv One (1) additional foot of setback for each foot of building height above twenty-five (25) feet shall be provided.

v On a major, primary or secondary highway, front yard and street side yard setbacks shall be measured from back of sidewalk. On local streets, front yard and street side yard setbacks shall be measured from back of curb.

(2) Interior Side Yard Setback. The minimum interior side yard shall be fifteen (15) feet, except that the interior side yard setback may be reduced to zero on one side of the Lot provided that:

i The wall constructed at the zero setback shall be of maintenance-free masonry material.

ii The opposite side yard is increased to thirty (30) feet.

iii Where an interior side yard abuts property zoned and master planned for residential use, the minimum required side yard shall be not less than forty-five (45) feet.

(3) Rear Yard. There shall be no minimum setback from the rear property line except where a Lot abuts property zoned and master planned for residential use, then the minimum required rear yard shall be not less than forty-five (45) feet.

(4) Landscaped Buffer. A minimum five (5) foot wide landscaped buffer of trees shall be provided along that portion of a side and rear property line where such side yard or rear yard abuts property that is zoned or master planned for residential uses or community facilities. Said trees shall be of sufficient size and species to provide maximum screening and buffering from noise and visual intrusion of an industrial use upon a residential or community facility use. Said landscape buffer shall be in accordance with the adopted landscape standards on file in the City of Cypress Planning Department.

(d) Subject to Section 8.01(a), setback lines as set forth in this Article VIII may be modified or changed upon application to the Committee and its subsequent written approval.

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

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

8.04 Landscaping.

(a) Every Site on which a building shall have been placed shall be landscaped according to the Association's Master Landscape Plan and approved as specified herein.

(b) The Owner or Lessee shall landscape and maintain unpaved areas between the curb lines and the setback lines.

(c) Landscaping as approved by the Association shall be installed prior to occupancy or within sixty (60) days after the completion of the building, whichever occurs first.

(d) Landscaping as approved by the Committee shall be subject to the approval of the Director of Public Works, City of Cypress.

8.05 Signs. No billboard or advertising sign shall be permitted other than those meeting specific City of Cypress sign ordinance requirements and approved by the Committee in writing.

8.06 Parking Areas. General - Adequate off-street parking shall be provided to accommodate all parking needs of employees, visitors and company vehicles on the Site and all parking areas must conform to City of Cypress requirements and/or ordinances.

(a) Parking shall not be permitted between public street pavement and property line.

(b) The parking requirements may be modified by the Committee as to any particular Site subject to City of Cypress parking requirements and/or ordinances.

8.07 Storage and Loading Areas. Outside Storage - No material, supplies or products shall be stored or permitted to remain on the Property in unscreened areas. Screening of storage areas shall be accomplished by the use of landscaping, walls, buildings, rustic fencing or any combination thereof, to a height sufficient to screen the stored items, except that such height shall not exceed eight feet. Storage shall be confined to the rear two-thirds of that property.

8.08 Waste Disposal.

(a) No waste material or refuse shall be dumped, placed or allowed to remain on the Property outside a permanent structure unless it is behind a visual barrier screening such areas so that they are not visible from neighboring properties or public streets. All such waste and trash materials shall be regularly removed from the Property and shall not be allowed to accumulate thereon.

(b) Industrial waste disposal shall be in a manner as prescribed by the ordinances of the City of Cypress and any other applicable governing agency.

8.09 Off-Street Parking.

(a) The arrangement, access and number of all parking spaces shall conform to City of Cypress requirements and/or ordinances.

(b) All yard areas not facing streets may be used in total for automobile parking when not in conflict with other provisions of City of Cypress requirements and/or ordinances.

(c) Automobile parking areas shall be provided with entrances, exits and aisles adequate to provide safe movement of vehicles.

(d) The front yard and exterior side yard setback areas for Properties abutting on a major, primary or secondary highway may be used for parking and access ways, however, not less than 15 feet of the setback areas, as measured from back of sidewalk, shall be landscaped.

(e) The front yard and exterior side yard setback areas for Properties abutting all other streets, may be used for parking and access ways, however, not less than 10 feet of the setback area, as measured from back of curb, shall be landscaped.

8.10 Trucking and Loading Requirements. Truck loading, rail loading, loading well deck facilities, or doors for such facilities shall not face a public street, or encroach into the required front and street side yard setbacks except as follows:

(a) Trucking and loading facilities may face a local public street subject to the approval of a Conditional Use Permit application by the City of Cypress Planning Commission (hereinafter referred to as the Planning Commission).

(b) In reviewing such application, the Planning Commission shall be governed by the following:

(1) Any loading facility shall be set back a minimum of forty-five (45) feet from the property line.

(2) Any loading facility shall not exceed a maximum width of twenty (20) feet.

(3) Any loading facility shall be located within a fully enclosed structure, screened from view, with doors of a color compatible with the main building.

(4) Installation of the loading facility will not create an over-concentration of facilities on any one street, and the Planning Commission shall endeavor to achieve variations in the street scene.

(5) Adequate area shall be provided for the safe operation of trucks in loading areas.

(6) Any landscaping which is displaced by construction of loading facilities shall be provided elsewhere.

(7) Trucking areas shall be adequately paved for the type of operation intended.

8.11 Building Regulations. Any building erected on a Site shall conform to the following construction practices:

(a) All structures erected on the Property, with the exception of trim and minor architectural features, shall be constructed of ceramics, masonry, concrete, stucco or other materials of a similar nature approved by the Committee and the City of Cypress when necessary.

(b) All buildings erected shall conform to the applicable building codes and ordinances of the City of Cypress.

(c) Exterior walls shall be painted or suitably treated in a manner acceptable to the Committee.

8.12 Care, Maintenance and Repairs. All structures, landscaping and improvements from time to time placed upon the Property in accordance with the terms hereof or the requirements and/or ordinances of the City of Cypress shall be maintained in good clean condition and repair at all times. In the event any Owner, or Lessee shall fail to make or cause such maintenance or repairs to be made after written demand from the Association, the Association may go upon the Lot and make any necessary repairs and perform any maintenance therein which may be necessary to comply with the terms herein or the requirements and/or ordinances of the City of Cypress.



8.13        Drainage. All drainage of water from any Site and improvements thereon shall drain or flow into adjacent streets or public facilities for such purposes and not upon adjoining Sites, and all slopes and terraces on any Site shall be maintained so as to prevent any erosion thereof upon such streets or adjoining properties and in accordance with the ordinances of the City of Cypress.

#### ARTICLE IX

#### ENFORCEMENT

9.01        Abatement and Suit. All of the provisions herein contained shall run with the land and shall be enforceable in equity.

9.02        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 an Owner, either public or private, may be exercised by the Association or by any Owner of Property subject to these restrictions.

9.03        Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Declaration or to restrain any violation of this Declaration or any provision hereof, the prevailing party shall, in addition to all other costs, be entitled to reasonable attorney's fees. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

9.04        Inspection. The Association may from time to time at any reasonable hour or hours, enter and inspect any Property subject to these restrictions to ascertain compliance therewith.

9.05        Failure to Enforce Not a Waiver of Rights. With the exception of the time limit for action by the Association contained in Section 7.04 of Article VII hereof, the failure of the Association or any Owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

## REGULATION OF OPERATIONS AND USES

10.01 Permitted Operations and Uses.

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

(b) Each Site in the Property shall be used for manufacturing, assembly, warehousing, processing, laboratory, office, professional, research and development activities, or any other use permitted under the Planned Community Industrial/Commercial Zone No. 1 of the City of Cypress. No other uses, including but not limited to, boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth or the refining or processing of same will be permitted that shall be construed by the Committee as being objectionable in an industrial park or by the City of Cypress requirements and/or ordinances.

10.02 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, received by and approved in writing by the Committee and the City of Cypress. 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 the Association fails either to approve or disapprove such operational plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the Declarant has disapproved said plans and specifications.

(b) Neither the Committee, nor its successors or assigns, shall be liable in damages to anyone submitting operational plans and specifications to them for approval, or to any owner or lessee of land affected by this Declaration by reason of mistake in judgment, negligence nor 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 the Association for approval agrees by submission of such plans and specifications, and every Owner and Lessee of any of said Property agrees by acquiring title thereto or interest therein, that he will not bring any action or suit against the Association to recover any such damages.

#### ARTICLE XI

##### TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

##### OF THE ASSOCIATION'S RIGHTS AND DUTIES

11.01 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.

11.02 Termination and Modification. This Declaration, or any provision hereof (except where otherwise prohibited herein) or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said Property or any portion thereof for a period of not more than fifty (50) years with the written consent of seventy-five percent (75%) of the Members subject to these restrictions. No such termination, extension, modification, or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Recorder of Orange County, California. No such termination, extension, modification or amendment shall be in violation of City requirements and/or ordinances. This provision 11.02 may not be terminated, extended, modified or amended so as to affect the above provision requiring the written consent of seventy-five percent (75%) of

the Members to affectuate any termination, extension, modification or amendments.

11.03 Assignments of the Association's Rights and Duties.

Any or all of the rights, powers and reservations of Declarant herein may be assigned with the written consent of seventy-five percent (75%) of the Members to any person, corporation or association which will assume the duties of the Association pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignments, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Association herein. The term "Association" as used herein includes all Members and their heirs, successors and assigns. If at any time the Association ceases to exist and has not made such an assignment, a successor Association may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under Section 11.02 of this Article XI.

ARTICLE XII

DUTIES AND POWERS OF THE ASSOCIATION

12.01 Duties and Powers. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Have the right to acquire property subject to the provisions of Article III herein.

(b) Have the duty to maintain and otherwise manage any property acquired by the Association.

(c) Have the duty to pay any taxes and charges assessed against the Association and to pay any real and personal property taxes and other charges assessed against any property acquired by the Association.

(d) Have the authority to obtain, for the benefit of any property acquired by the Association all water, gas and electric services and refuse collection.

(e) Have the duty to maintain such policy or policies of insurance as the Board of Directors of the Association deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

(f) Have the right to establish uniform rules and regulations pertaining to the use of any properties acquired by the Association.

(g) Have the authority to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association.

(h) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that the term of any contract for materials and/or services of independent contractors or managing agent shall be limited to a duration of one year, except with the approval of the majority of the Owners.

(i) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

(j) Have the power and duty to enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and the commencement of actions.

#### ARTICLE XIII

##### EASEMENTS

13.01 The rights and duties of the Owners of Lots within the Properties with respect to sanitary sewer and water, electricity, gas and telephone, cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer connections and/or water house connections or electricity, gas or telephone lines, cable television lines or drainage facilities are installed within the Property, which connections, lines or facilities, or any portion thereof, lie in or upon Lots owned by others than the Owner of a Lot serviced by said connections, the Owners of any Lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots or to have the Association and/or utility companies enter upon the Lots in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer connections and/or water connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within the Properties, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

13.02 Easements over the Property for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities, as shown on the recorded tract and parcel maps of the Property are hereby reserved by the Association together with the right to grant and transfer the same.

13.03 The Declarant hereby reserves to itself, its successors and assigns, non-exclusive easements for ingress and egress over the Lots within the Property. The Declarant reserves to itself, its successors and assigns, and agrees that it will grant easements for ingress and egress over the Lots annexed pursuant to Article III herein, for the purposes hereinabove set forth.

## MISCELLANEOUS PROVISIONS

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

14.02 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 land subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said Property is sold under foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser of such sale, and his successor and assigns, shall hold any and all Property so purchased subject to all of the restrictions and other provisions of this Declaration.

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

14.04 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.

14.05 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any competent court having jurisdiction over the Property, the invalidity of such provision shall not affect the validity of the remaining provisions hereof and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 2nd day of March, 1978.

JOHN D. LUSK & SON,  
a California corporation

By: [Signature]

By: [Signature]  
Asst Secretary

TO 1945 CA (8-74)  
(Corporation)



STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss.


On March 2, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared Danovan D. Huennekens known to me to be the Assistant President, and Donald D. Steffensen

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

WITNESS my hand and official seal.

Signature [Signature]

STAPLE HERE



OFFICIAL SEAL  
Linda Jo Gapusan  
NOTARY PUBLIC CALIFORNIA  
PRINCIPAL OFFICE IN  
ORANGE COUNTY  
My Commission Expires July 30, 1978

(This area for official notarial seal.)



In the City of Cypress, County of Orange, State of California;

That portion of Section 22, Township 4 South, Range 11 West, in the Rancho Los Alamitos, per map recorded in Book 51, Page 11 of Miscellaneous Maps, Records of said County, described as follows:

Beginning at the centerline intersection of Knott Street and Katella Avenue as shown on a map filed in Book 108, Pages 10 and 11 of Parcel Maps, Records of said County;

Thence along the centerline of said Katella Avenue North  $89^{\circ} 59' 56''$  West, 1719.72 feet;

Thence North  $0^{\circ} 00' 04''$  East 60.00 feet;

Thence North  $51^{\circ} 57' 11''$  East 43.81 feet;

Thence North, 114.38 feet to the beginning of a tangent curve concave Easterly and having a radius of 522.50 feet;

Thence along said curve through a central angle of  $19^{\circ} 15' 12''$ , an arc length of 175.58 feet;

Thence North  $19^{\circ} 15' 12''$  East 328.10 feet to a tangent curve concave Westerly and having a radius of 49.50 feet;

Thence along said curve through a central angle of  $9^{\circ} 46' 10''$ , an arc length of 8.44 feet;

Thence North  $9^{\circ} 29' 02''$  East, 50.00 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 55.00 feet;

Thence along said curve through a central angle of  $66^{\circ} 31' 56''$ , an arc length of 63.87 feet;

Thence North  $19^{\circ} 15' 12''$  East, 199.00 feet to a point on the Northeasterly line of said Rancho Los Alamitos;

Thence along said Northeasterly line South  $70^{\circ} 44' 48''$  East, 1515.56 feet to the centerline of Knott Street;

Thence South  $0^{\circ} 00' 45''$  East along said centerline 473.36 feet to the point of beginning.

ADDENDUM TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
LUSK-CYPRESS INDUSTRIAL PARK

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July 1978

Article VII, Section 7.02

Additional sentence: "Any building improvements are subject to approval of the City of Cypress."

Article VII, Section 7.04

After the word "Committee" in the last sentence of paragraph two, insert: "and the City of Cypress."

Article VII, Section 7.08

After the word "Committee" in the second-to-last sentence, insert: "and the City of Cypress."

Article VIII, Section 8.04

Delete: "Director of Public Works" and substitute: "Planning Director".