

EASTLAKE PROFESSIONAL CENTER OWNERS ASSOCIATION

Agreement for Assignment of Parking Spaces

This agreement is entered into by and between the following parties: 2084 OTAY, LLC ("Assignor"), owner of the real property/office condominium commonly known as 2084 Otay Lakes Road, Unit 101, Chula Vista, CA 91915 ("Assignor's Property") and RANCHO VISTA COVENANT COMMUNITY ("Assignee"), owner of the real property/office condominium commonly known as 2088 Otay Lakes Road, Unit 101 & 201, Chula Vista, CA 91915 ("Assignee's Property").

Pursuant to Article 2, Section 2.6.3, of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Eastlake Professional Center recorded September 20, 2013, as Document No. 2013-0577049 in the Official Records of San Diego County ("Declaration"), Assignor presently has a parking allocation of 26 parking spaces ("Assignor's Parking Spaces").

For valuable consideration, receipt of which is hereby acknowledged, Assignor assigns its right to use 20 of Assignor's Parking Spaces to Assignee for use by Assignee and its guests on the following specified days of the week and at the specified times:

- Sundays from 7 AM to 10 PM
- Mondays from N/A to N/A
- Tuesdays from N/A to N/A
- Wednesdays from N/A to N/A
- Thursdays from N/A to N/A
- Fridays from N/A to N/A
- Saturdays from N/A to N/A

Assignee understands and agrees that its right to use the Parking Spaces subject to this Agreement does not constitute the right to park in any particular Parking Space. Assignee acknowledges that the Board of Directors for Eastlake Professional Center Owners Association ("Association") has the authority, pursuant to Article 2, Section 2.10.6, of the Declaration, to control parking. Assignee agrees to abide by any and all parking rules that have been adopted or that may be adopted by the Association.

The effective period of this Assignment shall commence when the Association acknowledges that its records have been changed to reflect this Assignment and shall expire on ASSIGNEE'S CUP EXPIRATION DATE. Assignee acknowledges that its use of Assignee's

Property is subject to Article 6 Section 6.3.22 of the Declaration. Upon expiration of this Assignment if the City of Chula Vista requires more parking spaces for the use of Assignee's Property than Assignee has the right to use Assignee may be obligated to terminate its use of Assignee's Property.

Assignor and Assignee hereby acknowledge and agree that this Assignment shall be retained in the Association's records and that it shall inure to the benefit of the future owners of Assignor's Property and Assignee's Property as provided in Article 2 Section 2.6.3 of the Declaration.

IT IS SO AGREED AND APPROVED

Dated 7/28/15

Assignor

Assignee

Robyn Kettering

[Signature]

By Robyn Kettering

By Joel A. Diaz
Chair of Executive VISTA Church.

Receipt of this Agreement is acknowledged by the Association

Eastlake Professional Center Owners Association*

By

[Signature]
Senior Real Estate Mgr.

By: * Meissner Jacquelin Commercial Real Estate Services,
Agent

2

18
79P

DOC # 2013-0577049



SEP 20, 2013 8:00 AM

RECORDING REQUESTED BY
STEWART TITLE OF CALIFORNIA, INC.
SAN DIEGO DIVISION

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 249.00

AND WHEN RECORDED MAIL TO:

815 PAGES: 79

Pathfinder Partners, LLC
4380 La Jolla Village Drive, Suite 250
San Diego, CA 92122



ORDER NO.: 7034- 467572

[THIS SPACE FOR RECORD ONLY]

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
EASTLAKE PROFESSIONAL CENTER

(Document Title)

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING
INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)**

2.6.2 Non-Exclusive Easements for Access and Use of Association Property Within Condominium Buildings. Declarant hereby grants to each Owner for the benefit of the Owner and the Owner's Condominium, non-exclusive easements over those portions of the Association Property located within the Building in which the Owner's Unit is located for ingress and egress to such Owner's Unit and/or as may be otherwise necessary for an Owner to exercise its rights under this Declaration and the Governing Documents.

2.6.3 Parking Allocation. In conjunction with the initial conveyance of a Unit by Declarant, Declarant will allocate a certain number of Parking Spaces to each Owner, which allocation shall be on file in the records of the Association. The Parking Allocation allocates a certain number of Parking Spaces to an Owner but does not constitute the right to park in any particular parking space. If an Owner desires to assign its right to use a certain number of Parking Spaces to another Owner, and provided the two Owners sign an agreement in a form prepared by the Association agreeing to the assignment, the Association shall then change its records to reflect the assignment requested by the two Owners. The Association shall retain in its records the written agreement of the two Owners. Upon the change to the records of the Association, then the new Parking Allocation shall inure to the benefit of the future Owners of such Condominiums. If an Owner leases a portion of the Owner's Condominium, the Owner may allocate a portion of its Parking Allocation to its Lessees so long as the total Parking Allocation of such Owner is not exceeded.

2.6.4 Assigned Parking Spaces. To the extent Declarant assigns the right to park in a specific Parking Space pursuant to Section 2.8.3, then the Owner that is assigned a Parking Space shall have the exclusive right to use such Parking Space. Upon conveyance of a Condominium by an Owner to another Owner, the right to the Assigned Parking Spaces assigned to such Owner in the records of the Association shall automatically inure to the benefit of the new Owner. If an Owner desires to exchange his or her Assigned Parking Space with another Owner who has been assigned an Assigned Parking Space, and provided the two Owners sign an agreement in a form prepared by the Association agreeing to the assignment or exchange, the Association may then change its records to reflect the exchange requested by the two Owners, as applicable. The Association shall retain in its records the written agreement of the two Owners. Upon the change to the records of the Association, then the new Assigned Parking Spaces shall inure to the benefit of the future Owners of such Units.

2.6.5 Assigned Sign Spaces. Each Owner shall have the exclusive right to have its name panel or sign on the Owner's Assigned Sign Space, subject to the installation restrictions set forth in this Declaration, and the other Governing Documents. Upon conveyance of a Condominium by an Owner to another Owner, the rights to a name panel or name space assigned to such Owner in the records of the Association shall automatically inure to the benefit of the new Owner. Each Owner who has an Assigned Sign Space shall be obligated to pay the costs for fabricating and installing the name panel or sign, as applicable. If an Owner vacates its Unit for a period of more than thirty (30) days, then the Association may require the Owner to remove the name panel and/or sign.

2.6.6 Exclusive Use Demising Wall Easement Areas. So long as two or more contiguous Units are owned or acquired by the same Owner, any existing demising wall may be removed by such Owner subject to the limitations set forth below. In addition, the Owner of two contiguous Units which have a demising wall, floor or ceiling between them may construct, at such Owner's expense and in accordance with all Applicable Laws, a means of access (such as a doorway or stairway) between said Units. The Owner of contiguous Units who has removed or penetrated a demising wall, floor or ceiling or connected them as described above shall have an easement for ingress, egress and passage through that portion of the Association Property which has been pierced in the process of connecting the contiguous Units or constructing said means of access. The easement shall exist only for so long as the connected Units continue to be owned by the same Owner. If and when the Owner of such connected Units sells,

which is twenty-four (24) months after the conveyance of the first Condominium to an Owner by Declarant or (b) the conveyance by Declarant to Owner of more than seventy-five percent (75%) of the Condominiums in the Project.

5.21 Inspection of Books and Records. Upon request, any Owner shall be entitled to inspect the books, records and financial statements of the Association and the Governing Documents during normal business hours or under other reasonable circumstances.

5.22 Estoppel Certificate. The Association shall furnish or cause an appropriate officer to furnish within fifteen (15) Business Days after written request therefore by any Owner, a certificate signed by an officer of the Association setting forth whether the assessments on a specified Condominium have been paid. A properly signed certificate of the Association with respect to the status of assessments on a Condominium is binding upon the Association as of the date of its issuance.

5.23 Initial Capital Contribution. Upon acquisition of record title to a Condominium from Declarant, each Owner shall contribute to the capital of the Association an amount equal to three (3) times the then current monthly Regular Assessment for each Condominium acquired by an Owner. This amount shall be deposited by the Owner into the purchase and sale escrow for such Owner's Condominium and disbursed therefrom to the Association.

ARTICLE 6 USE RESTRICTIONS

6.1 Eastlake Declaration. Each Owner shall comply with the use restrictions set forth in Article 4 of the Eastlake Declaration. To the extent any of the permitted uses or use restrictions in this Article 6 conflict with the permitted uses or use restrictions set forth in the Eastlake Declaration, the provisions set forth in the Eastlake Declaration shall control unless the provisions of this Declaration are more restrictive, in which event the more restrictive provisions in this Declaration shall apply.

6.2 Permitted Uses. Condominiums in the Project may only be used for office, warehouse, retail, school and religious institution purposes, including without limitation medical office uses, restaurant uses, research and development uses, any other uses commonly found in an office, medical office, warehouse, retail, school and religious institution development. All such uses shall comply with Applicable Laws, including without limitation City zoning requirements.

6.3 Prohibited Uses. No use or operation shall be made, conducted or permitted on or with respect to all or any part of the Project that violates Applicable Laws, Governmental Entitlements, the provisions of this Declaration or the provisions of the Eastlake Declaration. In addition to the foregoing, no Condominium or any part of the Project shall be used for the following purposes unless specifically authorized by Declarant in a Supplementary Declaration while Declarant or a Declarant Party owns any portion of the Project, which authorization shall be obtained before any application is submitted to the City in connection with such proposed use:

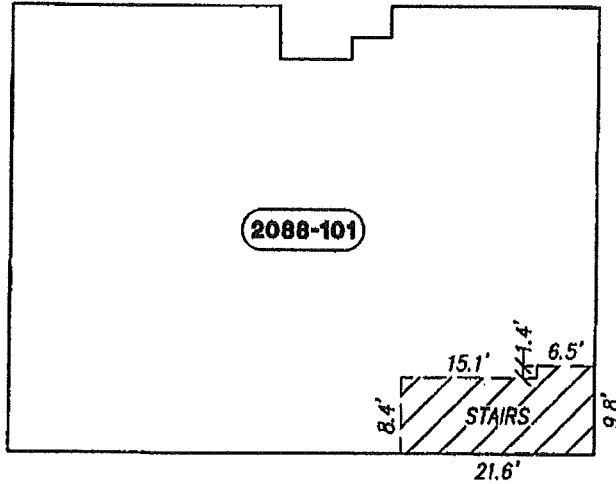
6.3.1 Any use involving the use or storage of Hazardous Materials in violation of Environmental Laws;

6.3.2 Use or storage of any fire, explosion or other damaging or dangerous hazard, including the storage or sale of explosives or fireworks;

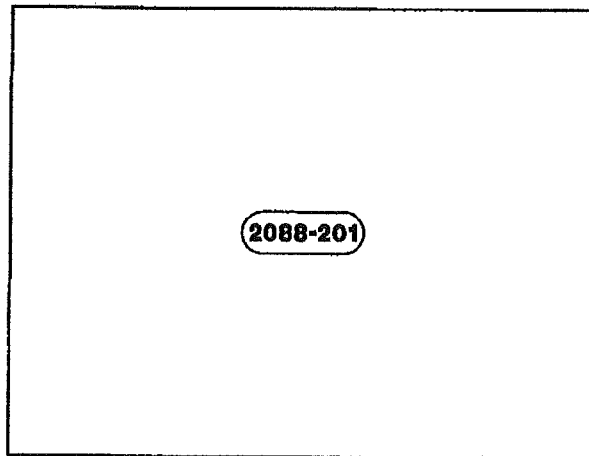
6.3.3 Any distillation or refinery facility;

UNITS 2088-101 & 2088-201

892



LEVEL 1



LEVEL 2

SCALE: 1" = 20'

SHEET 1 OF 1 SHEET



PROJECT DESIGN CONSULTANTS
Planning | Landscape Architecture | Environmental | Engineering | Survey
701 B Street, Suite 800 San Diego, CA 92101
619.235.6471 Tel 619.234.0349 Fax

**RECIPROCAL ACCESS EASEMENTS OVER
UNITS 2088-101 AND 2088-201 OF
AMENDED AND RESTATED CONDOMINIUM PLAN
FOR EASTLAKE PROFESSIONAL CENTER**