



*First American
Title Company*

Thank you for your order!

Exception Package Including CC&R's

Attachment

Attached is the document you (or someone on your behalf) requested. As required by Section 12596.1 (b)(1)(amended) of the California Government Code, please take note of the following:

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

1030-cov.Rev.4/2007

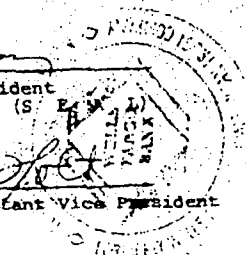
SUBORDINATION AGREEMENT

Wells Fargo Bank, N.A., a national banking association, as Beneficiary, under that certain Deed of Trust dated January 3, 1977, recorded January 21, 1977, book 7363, page 456, Series No. 73548AK, Official Records of the County of San Mateo, executed by Sharon Park Associates, a California limited partnership, as Trustor, to American Securities Company, a corporation, Trustee, hereby consents to and subordinates its interest in and to the real property described in said Deed of Trust, to the Declaration of Restrictions recorded April 12, 1976, in the County of San Mateo, Book 7095, Page 78 of Official Records and the foregoing Declaration of Annexation.

WELLS FARGO BANK, N.A.,
a national banking association

By: H. L. Cuddy
H. L. Cuddy, Vice President

By: F. W. Von Holt
F. W. Von Holt, Assistant Vice President



Dated: March 24, 1977

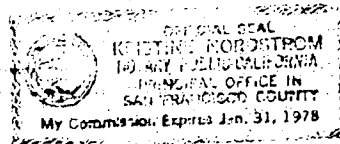
STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On MARCH 24 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared H. L. CUDDY known to me to be the VICE President, and F. W. VON HOLT known to me to be ASST. VICE PRES. Secretary of the National Banking Association that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the National Banking Association therein named, and acknowledged to me that such National Banking Association executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Kristine Nordstrom
KRISTINE NORDSTROM
Notary



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SAN MATEO COUNTY

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DECLARATION OF THE ESTABLISHMENT OF
REGULATIONS, COVENANTS, AND CONDITIONS.

VISTA CONSTRUCTION CO., a California corporation, herein referred to as "Declarant," hereby states as follows:

1. Declarant is the owner of all that certain real property situate in the City of Menlo Park, County of San Mateo, State of California, described as follows:

Parcels A, B, C, and D as shown on the Subdivision Map entitled "RESUBDIVISION OF SHARON HEIGHTS UNIT NO. 9, MENLO PARK, SAN MATEO COUNTY, CALIFORNIA," which map was filed in the office of the Recorder of the County of San Mateo, State of California, on the 20TH day of APRIL, 1965, in Book 62 of Maps, at pages 16, 17, 18 AND 19.

Together with a non-exclusive easement for ingress and egress and roadway purposes within the following described strip of land:

BEGINNING at Point "O" as designated on the above mentioned map; thence from said point of beginning North 3° 19' West 60 feet; thence North 86° 41' East 356.68 feet; thence South 87° 20' 40" East 257.08 feet to an angle point in the northeasterly boundary line of that 80 foot wide strip of land of the City and County of San Francisco, as described in Parcel One of the Final Judgment in Condemnation, recorded April 6, 1953, in Book 2393 of Official Records of San Mateo County at page 735; (71639 K); thence along said northeasterly boundary line South 72° 56' 19" East 771.67 feet; thence leaving said boundary line South 17° 33' 41" West 20 feet; thence North 72° 56' 19" West 608.31 feet; thence North 87° 20' 40" West 407.20 feet; thence South 86° 41' West 353.50 feet to the point of beginning.

2. Declarant is desirous of subjecting said real property to certain regulations, covenants, and conditions and of developing said real property pursuant to a general plan and scheme in order to carry out a uniform plan of development, and to impose thereon mutually beneficial restrictions under a general plan or scheme of improvement for the benefit of all parcels, the structures there-

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on, and the future owners thereof.

3. All of the real property hereinbefore described is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to and restricted for the benefit of all of said real property to the regulations, covenants, and conditions hereinafter set forth, which shall constitute mutual equitable servitudes and rights which shall run with the land for the benefit of all of the real property hereinbefore described and shall be binding upon any future owner of an interest in said real property.

4. In order to permit the orderly use and occupancy of Parcels A and C, in order to permit pedestrian and vehicular ingress and egress, and in order to provide easements for utilities, it is necessary that certain building areas and private road areas be established as follows:

(a) There are hereby established two building areas which are lettered "A" and "C", respectively, on the Subdivision hereinbefore referred to, showing locations, sizes and boundaries of each building area.

(b) Parcels B and D, together with the non-exclusive easement for ingress and egress and roadway purposes, hereinabove described, is hereby declared to be the private road area. An undivided 25% interest in said Parcels B and D is hereby declared to be appurtenant to Parcel C, and an undivided 75% interest in said Parcels B and D is declared to be appurtenant to Parcel A. Any conveyance of an interest in either Parcel A or Parcel C, unaccompanied by a like conveyance of a corresponding appurtenant interest in Parcels

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B and D shall be void; and any conveyance of an interest in Parcels B or D, unaccompanied by a like conveyance of a corresponding appurtenant interest in either Parcel A or Parcel C, shall be void.

(c) There are hereby created the following easements over Parcels B and D:

(i) The non-exclusive right of pedestrian ingress and egress to and from Parcels A and C, as shown on the above mentioned map.

(ii) The right in common with the individual owners of any interest in Parcels A and C to use said private road for driveway purposes and to construct, maintain and operate through, in, or across Parcels B and D, public and private sewers, storm drains, or pipes for water and gas mains, poles, wires, and conduits for the transmission of electricity for lighting power, telephone antenna, and other purposes, and for the necessary attachments in connection therewith, and the right to construct any other facilities for conducting and performing any public or quasi-public utility through, in, or across Parcels B and D.

5. In the event of any conveyance of any portion of the property subject to these regulations, covenants, and conditions, each grantee shall accept the same, subject to all of the covenants, conditions, benefits, and burdens herein and each shall agree to be bound by the same. The burdens imposed by the covenants and conditions in this Declaration are to be imposed upon the grantees of any interest in Parcels A and C, will constitute a general scheme for the benefit of all owners, and for the benefit of the City of

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Menlo Park and will be imposed upon grantees by express covenants in deeds they receive from declarant. Said covenants and conditions are for the benefit of all owners and for the City of Menlo Park, may be enforced by declarant or any other owner, and shall bind all of the owners. Said covenants and conditions shall be a burden and a benefit to not only each original purchaser, but his grantees and all subsequent owners and shall constitute covenants running with the land or equitable servitudes on the land, as the case may be, and are intended to and shall be binding upon any future owner of an interest in the herein described property. A breach or interference with any of the rights or benefits herein established may be enjoined or abated by appropriate proceedings by Declarant, its successors in interest, or any other owner. Failure to enforce any conditions or covenant herein contained shall not constitute a waiver of the right to do so thereafter.

6. The regulations, covenants, conditions, agreements and provisions of this Declaration may be amended, rescinded or otherwise modified by the filing in the office of the County Recorder, San Mateo County, of a rescission, amendment or other modification signed and acknowledged by the owners of record and their mortgagees, constituting in the aggregate at least an undivided 75% of the herein described property, and by resolution of the City Council of Menlo Park approving such amendment.

7. Each owner of an interest in Parcels A and C shall act as a member of an unincorporated association to be known as the Sharon Park Unit No. 9 Association for the purpose of regulating and maintaining the private road area. At any meeting of the owners, each owner, including Declarant, shall be entitled to cast a number of votes equivalent to the percentage interest of such owner in the private road area. Any owner may attend and vote at such meeting

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in person, or by an agent duly appointed by an instrument in writing signed by the owner. Any designation of an agent to act for an owner may be revoked at any time by written notice to the Maintenance Committee hereinafter referred to. Where there is more than one record owner, any or all of such persons may attend any meeting of the owners, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons. Declarant shall be entitled to vote with respect to interest owned by Declarant.

The presence at any meeting of the owners having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the owners upon the affirmative vote of a majority of the total votes present at such meeting in person or by proxy.

The first meeting of the owners shall be held within one (1) year after the first transfer and conveyance of any portion of a parcel. Subsequently there shall be a meeting of the owners on the third Tuesday of February of each year at 7:30 P.M. on Parcel C, or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Road Maintenance Committee (to be elected as hereinafter provided and herein sometimes called the "Committee") delivered to the owners not less than ten (10) days prior to the date fixed in said notice for said meeting when held on a date other than that fixed herein. At all annual meetings subsequent to the first meeting, the Committee shall present a written statement of the road maintenance fund, which itemizes receipts and disbursements for the preceding calendar year, the allocation thereof to each owner, the balance in said fund and the estimated maintenance for the coming calendar year. Within ten (10) days after the annual meeting, a copy of said statement

shall be delivered to each of the owners.

Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of these regulations, require the approval of all or some of the owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Committee, or by the owners having one-third (1/3) of the total votes and delivered not less than fifteen (15) days prior to the date fixed in said notice for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

Any notice permitted or required to be delivered as required herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Committee for the purpose of service of such notice. Such address may be changed from time to time by a notice in writing to the Committee.

8. At each annual meeting, the owners shall elect a Road Maintenance Committee for the forthcoming year, consisting of three (3) owners. Every owner entitled to vote at any election of members of the Committee may cumulate his votes and give one (1) candidate a number of votes equal to the number of members of the Committee to be elected multiplied by the number of votes to which such owner is otherwise entitled, or distribute his votes on the same principle among as many candidates as he thinks fit. The candidates receiving the highest number of votes up to the number of members of the Committee to be elected shall be deemed elected.

Members of the Committee shall serve for a term of one (1) year and until their respective successors are elected, or until their death, resignation or removal; provided, that if any member

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ceases to be an owner, his membership on the Committee shall thereupon terminate. Any member may resign at any time by giving written notice to the manager or to the other members of the Committee, and any member may be removed from membership on the Committee by vote of the owners; provided, that unless the entire Committee is removed, an individual member shall not be removed if the number of votes cast against his removal exceeds twenty-six per cent (26%).

Two (2) members of the Committee shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Committee. The Committee shall elect a president, who shall preside over both its meetings and those of the owners. Meetings of the Committee may be called, held and conducted in accordance with such regulations as the Committee may adopt. The Committee may also act without a meeting by unanimous written consent of its members.

Until the election of the Road Maintenance Committee, Declarant shall exercise all of the powers, rights, duties and functions of the Committee for the benefit of the owners and for the benefit of the City of Menlo Park. After the first election of the Committee, Declarant shall execute, acknowledge and record an affidavit stating the names of all the persons elected to membership on the Committee. Thereafter, any two persons who are designated of record as being members of the most recent Committee (regardless of whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Committee. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Committee and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

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The Road Maintenance Committee (and Declarant until the election of the Committee) shall have the following authority and powers to be exercised for the benefit of the owners and the City of Menlo Park.

(a) To levy monthly assessments in advance for the maintenance fund as hereinafter provided;

(b) To increase the monthly assessment or vote a special assessment in excess of that amount if required to meet any necessary additional expenses;

(c) To use and expend the assessments collected to maintain, care for and preserve the private road area in a manner consistent with the standards for public streets set by the City of Menlo Park.

(d) To collect the delinquent assessments by suit or otherwise and to enjoin or seek damages from other owners of the property for violations of the covenants herein contained on the part of the owners to be performed or for violation of the rules hereinafter referred to;

(e) To employ workmen, janitors, and gardeners, and to purchase supplies and equipment, to enter into contracts, and generally to have the managerial powers in connection with the matters hereinbefore set forth, except that neither the Committee, nor any officer elected thereby, may encumber or dispose of the interest of any owner except in order to satisfy a judgment against such owner for violation of the owner's covenants imposed by this Declaration or the deeds to grantees;

(f) To make reasonable rules and to amend the same from time to time, and such rules and amendments shall be binding upon the owners when the Committee has approved

them in writing; a copy of such rules and all amendments shall be delivered to each owner;

(g) To create an assessment fund into which the Committee shall place all sums collected by assessment or otherwise, the assessment fund to be used and expended for the purposes set forth.

9. The rights and interests hereafter conveyed by Declarant are subject to the following express covenants:

(a) There shall be no obstruction of the private road area nor shall anything be stored in the private road area without the prior consent of the Committee;

(b) Grantees will abide by the rules and regulations of the Committee which may be adopted from time to time;

(c) Grantees shall pay monthly assessments for maintenance, care, upkeep and public utilities with respect to the private road area, insurance premiums, legal and accounting fees and property taxes (unless assessed separately to the individual owners) and all other necessary expenses. Not less than thirty (30) days nor more than sixty (60) days prior to the beginning of each calendar year the Committee shall estimate the charges to be paid during such succeeding year and the Committee's estimate of cash requirements shall be assessed 75% to the owners of Parcel A and 25% to the owners of Parcel C. Prior to the conveyance by Declarant of any fractional interest in Parcel A or Parcel C, the pro rata amount to be charged the grantee of the 75% assessment in Parcel A or of the 25% assessment on Parcel C shall be determined by agreement between Declarant and the grantee and the percentage of assessment allocated to the interest of such grantee shall be expressed in the deed of conveyance from Declarant to grantee. One-twelfth (1/12) of

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the amount assessed to each owner shall be due and payable on the first day of each calendar month during each year. Each such monthly payment shall be a separate debt of the owner against whom it is assessed. If said estimated cash requirement proves inadequate for any reason, including nonpayment of any owner's assessment, the Committee may, at any time, levy a further assessment, which shall be assessed to the owners in like proportion. The Committee shall give each owner written notice of the total amount of said further assessment, the amount thereof assessed to such owner and the date or dates upon which said amount or portion thereof shall be due and payable. Each such payment so indicated in the written notice shall be a separate debt of the owner against whom it is assessed and shall be due and payable on the indicated date. All funds collected hereunder shall be expended for the purposes designated herein. Amendments to this paragraph shall only be effective upon unanimous written consent of the owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the private road area.

(d) The owners shall pay all assessments promptly after the levy thereof by the Committee. The account of any owner who fails to pay any assessment within thirty (30) days of such levy shall be considered delinquent. The Committee is hereby given a lien against the interest of any owner who is delinquent. Each monthly assessment and each special assessment shall be separate, distinct, and personal debts and obligations of the owner against whom the same are assessed. In the event of a default or defaults in payment of any such assessment or assess-

ments and in addition to any other remedies herein or by law provided, the Committee may enforce each such obligation as follows:

~~(1) By suit or suits at law to enforce~~
each such assessment obligation. Each such action must be authorized by a majority of the Committee at a regular or special meeting or by unanimous written consent of the Committee and any such suit may be instituted by any one member of the Committee, if the latter is so authorized in writing. Each such action shall be brought in the name of the Committee and the Committee shall be deemed to be acting on behalf of all the owners. Any judgment rendered in any such action shall include, where permissible under any law, a sum for reasonable attorneys' fees in such amount as the court may adjudge against such defaulting owner. Upon full satisfaction of any such judgment, it shall be the duty of the Committee to authorize any two members thereof, acting in the name of the Committee, to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(11) At any time within sixty (60) days after an assessment has become delinquent, the Committee, acting upon the authorization of the majority thereof at any regular or special meeting or by unanimous written consent, may give a notice to the defaulting owner, which said notice shall state the date of the delinquency, the amount of the delinquency, and make a demand for payment thereof. If such delinquency is

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not paid within ten (10) days after the delivery of such notice, the Committee may elect to file a claim of lien against the unit ownership of such delinquent owner. Such claim of lien shall state (1) the name of the delinquent owner or reputed owner, (2) a description of the unit ownership against which claim of lien is made, (3) the amount claimed to be due and owing (with any proper offset allowed), (4) that the claim of lien is made by the Maintenance Committee pursuant to the terms of these regulations, covenants and conditions (giving the date of execution and the date, book and page references of the recording hereof, in the office of the Recorder of the County of San Mateo, and (5) that a lien is claimed against said described real property in an amount equal to the amount of the stated delinquency. Any such claim of lien shall be signed and acknowledged by any two or more members of the Committee and shall be dated as of the date of the execution of the last such Committee member to execute the said claim of lien. Upon recordation of a duly executed original or duly executed copy of such claim of lien by the Recorder of the County of San Mateo, the lien claimed therein shall immediately attach and become effective, subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a mortgage under power of sale. Any action in court brought to foreclose such lien

shall be commenced within ninety (90) days following such recordation. In the event such foreclosure is by action in court, reasonable attorneys' fees which shall be fixed by the court shall be allowed. In the event the foreclosure is as in the case of a mortgage under power of sale, the Committee, or any person designated by it in writing, shall be deemed to be acting as the agent of the lienor and shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted.

Such sale shall be conducted in accordance with the provisions of California Civil Code sections 2924, 2924b and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The certificate of sale shall be executed and acknowledged by any two members of the Committee or by the person conducting a sale. A deed upon court foreclosure shall be executed in like manner, after the lapse of the then required statutory period of redemption.

For the purposes of this paragraph 9(d), a certificate executed and acknowledged or made under penalty of perjury by any two members of the Committee shall be conclusive upon the Committee and the owners in favor of any and all persons who rely thereon in good faith as to the matters therein contained. In the event any claims of liens have been recorded as herein provided, and thereafter the Committee shall receive payment in full of the amount claimed to be due and owing, then upon demand of the owner or his successor, and

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the payment of a reasonable fee, not to exceed Ten Dollars (\$10.00), the Committee, acting by any two members, shall execute and acknowledge (in the manner above provided) a release of lien, stating the date of the original claim of lien, the amount claimed, the date, book and page wherein the claim of lien was recorded, the fact that the lien has been fully satisfied and that the particular lien is released and discharged, such release of lien to be delivered to the owner or his successor upon payment of the fee.

The lien or judgment which may be created hereunder upon the interest of owner shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with a first priority over other mortgages) on such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien or a judgment created affecting the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

10. Until the election of the first Committee, declarant agrees as follows:

(a) It agrees to pay when due all assessments on its own real property according to the within provisions;

(b) Until the election of the Committee, to take out and keep in force a comprehensive public liability insurance policy on a broad form against any liability to the public

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incident to the use of or resulting from any accident occurring in or about the private road area, insuring the Committee and the owners individually and collectively through Declarant or the Maintenance Committee, as the case may be. There shall be attached to said policy a cross-liability endorsement to enable an individual owner to collect for injuries sustained by him or his family in the private road area, if the owners collectively are liable for such injuries. The liability under such policy shall be not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for any one person injured, FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for any one accident, and FIFTY THOUSAND DOLLARS (\$50,000.00) for property damage. Such limits may be reviewed periodically and increased or decreased by the Committee at its discretion.

(c) Until the election of the Committee to operate, maintain and care for the private road area and to acquire and to pay out of the maintenance fund the following:

(i) Necessary utility service for the private road area.

(ii) The services of such personnel as Declarant or the Committee shall determine to be necessary or proper for the operation of the private road area.

(iii) Legal and accounting services necessary or proper in the operation of the private road area or the enforcement of this declaration.

(iv) Maintenance or repair and all landscaping of the private road area.

(v) Any other materials, supplies, furniture, labor, services, maintenance, repairs, paving, insurance, taxes or assessments which the Committee is re-

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quired to secure or pay for pursuant to this declaration or by law or which in its opinion shall be necessary or proper for the operation of the private road area or of the enforcement of this declaration.

The Committee, upon election, shall assume the duties incurred by Declarant in this paragraph 10(b) and 10(c), and by such assumption Declarant will be relieved of any liability for failure to perform such duties after such election.

After the election of the first Committee, Declarant agrees to be bound by the rules and regulations promulgated by the Committee.

11. The Committee shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund, and the exclusive right and obligation to perform the functions of the Committee except as otherwise provided herein.

12. Any owner may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Committee.

13. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the private road area. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

Any owner, not at the time in default hereunder, or any member of the Committee, who shall be deemed to be acting on behalf of all of the owners, shall be entitled to bring an action for damages against any defaulting owner or owners, and, in addition, may enjoin any violation of these restrictions, or a rule or regulation duly adopted by the Committee hereunder, or to prosecute any other appropriate legal or equitable action that may be necessary under the existing facts. Any judgment rendered in any such action or

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proceeding shall include a sum for attorneys' fees, in such amount as the court may adjudge reasonable, in favor of the prevailing party.

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

15. To assure the City of access to maintain and repair its services and facilities and for the provisions of police and fire protection, the Committee shall keep the private road area in a state of good condition and repair, consistent with the standard of quality of said roadways and appurtenances upon original installation. All such repairs shall be made at the expense of the road maintenance fund.

16. The breach of any of the herein regulations, covenants and conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property, but said regulations, covenants and conditions shall be binding upon and effective against any such mortgage or deed of trust or owner thereof whose title thereto is or was acquired by foreclosure or trustee's sale.

17. All of the agreements, regulations, covenants and conditions herein contained shall continue and remain in full force and effect until the 15th day of April, 1975, and shall, as then in force, be continued automatically without further notice from that time for a period of TEN (10) years, and thereafter for successive TEN (10) year periods, unless amended, rescinded, or otherwise modified.

In this Declaration, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the

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singular number includes the plural.

IN WITNESS WHEREOF, Declarant has executed this Declaration
of Establishment of Regulations, Covenants and Conditions on this
15th day of April, 1965.



VISTA CONSTRUCTION CO.

By H. M. Radin
President

By Duncan B. Macdonald
Secretary

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN MATEO)

On this 15th day of April, 1965, before
me, Zlata Bicoff, a Notary Public, State of California,
duly commissioned and sworn, personally appeared H. M. Radin
and Duncan B. Macdonald, known to me
to be the President and Secretary of the corporation described in
and that executed the within instrument, and also 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 cor-
poration executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal in the County of San Mateo the day and year in
this certificate first above written.

39949Y VOL 4936 PAGE 687
RECORDED AT REQUEST OF

TITLE INSURANCE AND TRUST CO.

APR 20 2 43 PM 1965

OFFICIAL RECORDS
SAN MATEO COUNTY
Rosa Kerra
RECORDER

Zlata Bicoff
Zlata Bicoff
NOTARY PUBLIC
State of California
My Commission Expires 1-15-67

NR

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
Homestead Savings and Loan Association, a corporation, and Title
Insurance and Trust Company, a corporation, hereinafter referred
to together as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the
City of Menlo Park, County of San Mateo, State of California, de-
scribed as all that land embraced within the boundaries of the sub-
division shown on the Map entitled "Resubdivision of Parcel 'A'
of Resubdivision of Sharon Heights Unit No 9, Menlo Park, San Mateo
County, California" which Map was filed in the office of the Recorder
of San Mateo, State of California, on April 13, 1972, in Book 75 of
Maps, pages 17 to 22 inclusive.

NOW THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed subject
to the following easements, restrictions, covenants, and conditions,
which are imposed pursuant to a general plan and scheme in order
to carry out a uniform plan of development. Declarant desires and
intends to subdivide the hereinbefore described real property by
means of deeds similar in form to the one attached marked "Exhibit A"
(hereinafter called "the deed") and to impose thereon mutually bene-
ficial restrictions under a general plan or scheme of improvement
for the benefit of all said lots, the structures thereon and the
future owners thereof.

15473A1

ARTICLE I

THE PLAN OF DEVELOPMENT

Section 1. All of the real property herein described is held and
shall be held, conveyed, hypothecated, encumbered, leased, rented,
used, occupied, and improved subject to and restricted for the

RECORDER'S OFFICE
SAN MATEO COUNTY

benefit of all said real property to the covenants, conditions and restrictions hereinafter set forth, which shall constitute mutual equitable servitudes and rights which shall run with the land for the benefit of all of the real property hereinbefore described and shall be binding upon any future owner of an interest in said real property.

Section 2. In order to permit the orderly use and occupancy of residence buildings and surrounding area, in order to permit the development of a town house scheme; in order to permit pedestrian and vehicular ingress and egress; in order to provide recreational facilities; and in order to provide freedom of movement through portions of said real property, it is necessary that certain building lots and a common area be established as follows:

(a) There are hereby established eighty-seven (87) building lots which are numbered 1 through 23 inclusive in Block 1; 1 through 25 inclusive in Block 2; 1 through 39 inclusive in Block 3 as shown on the subdivision map hereinbefore referred to (and hereinafter referred to as "the Map"), showing locations, sizes and boundaries of each lot.

(b) The remainder of the herein described property not specifically allocated to a Unit is hereby declared to be the Common Area which is designated Common Area "A" Block 1, Common Area "B" Block 2, and Common Area "A" Block 3 on said map and private roads and utilities easements which are designated Parcel "J" (Woodgate Drive); Parcel "K" (Fairway Drive) and Parcel "L" (The Lane) and Parcel "M" on the said map. Each of the lots shown on the above-mentioned map shall also have appurtenant easements for private road and public utility easements shown on the aforesaid map as Parcel "B", Parcel "D" and Reservation "H". Any conveyance of a lot or any portion thereof unaccompanied by a like conveyance of a corresponding appurtenant interest in the Common Areas and private roads and utilities easements shall be

RECORDER'S OFFICE
SAN MATEO COUNTY

void; and any conveyance of an interest in the Common Areas and private roads and utilities easements unaccompanied by a like conveyance of a corresponding appurtenant interest in a lot shall be void.

(c) There are hereby created the following easements for the benefit of the owners of the above-mentioned lots over the Common Areas and over the private roads and utilities easement areas:

(i) The right of pedestrian ingress and egress over Common Area "A" Block 1; Common Area "A" Block 2; and Common Area "A" Block 3 as shown on the Map.

(ii) The right to use the private roads and utilities easement areas designated Parcel "J", Parcel "K", Parcel "L" and Parcel "M" for street and driveway purposes, together with the right to use Parcels "B" and "E" and Reservation "H" as shown upon the aforesaid Map.

(iii) The right to use, occupy and enjoy the Common Areas and the recreational facilities thereon.

(iv) The right to construct, maintain and operate the Public Utility Easements designated on the Map.

(v) The right to construct, maintain and operate through, in or across the Common Areas, the private roads and the utilities easements, public or private sewers, storm drains or pipes for water and gas mains, wires and conduits for the transmission of electricity for lighting, power, telephone, antennae and any other purposes and for the necessary attachments in connection therewith, and the right to construct any public or quasi-public utility, through, in or across such public utility easement area. Said right shall be exercised along the shortest and most convenient route between each building lot and the nearest public utility line or lines without interfering with any of the other improvements in the Common Areas and only with written permission of the Board of Governors.

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SAN MATEO COUNTY

(d) Each of the above easements is declared to be appurtenant to all lots hereinabove referred to and any conveyance of a lot or a portion thereof unaccompanied by a like conveyance of a corresponding appurtenant easement over the Common Areas, private roads and utilities easements shall be void; and any conveyance of any such easement unaccompanied by a like conveyance of a corresponding interest in a lot shall be void.

(e) Public employees and/or employees of public utilities shall have the right to enter upon any part of the Common Areas and the private roads and utilities easements in the course of their employment.

(f) An easement and right of ingress and egress over and upon each building lot shown on the Map for the purpose of maintaining the exterior surfaces of the structures to be located on each of the aforesaid building lots, which maintenance may include, but is not limited to, painting, caulking, and replacement or repair of trim, roofs, gutters, downspouts and exterior building surfaces.

(g) Non-exclusive easements for the benefit of and appurtenant to each building lot shown on the Map for the maintenance of party walls on or along the boundaries between the said building lots.

(h) An easement for encroachments, including roof overhangs, porches and other building protrusions, due to the unintentional placement, settling or shifting of any improvements located on any building lot as shown on the said Map. Such easement shall be for the benefit of and appurtenant to each such lot as shown on the Map and shall extend onto each adjoining lot, as need be, a distance of not more than one foot from the common boundary line between such lot and any of the other lots herein mentioned, as measured along a line drawn perpendicular from any point on such common boundary line.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Woodgate Townhouse Association, its successors and assigns.

Section 2. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas," "Private Road" and "Utilities Easements" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Areas, Private Roads and Utilities Easements to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Common Area "A" Block 1; Common Area "A" Block 2; and Common Area "A" Block 3; Private Roads and Utilities Easements Parcel "J" (Woodgate Drive); Parcel "K" (Fairway Drive); Parcel "L" and Parcel "M", as shown upon the said Map; a seventy-five percent (75%) interest in Parcels "B" and "D" and the easement interest in Reservation "H" as shown on the aforesaid Map.

Section 5. "Member" shall mean the holder or, collectively, the holders of a membership in the Association.

Section 6. "Lot Ownership" shall mean the total interest conveyed by the Deed to an Owner or Owners including Building Lot, the related interest in the Common Areas, Private Roads and Utilities Easements over the Common Areas, and the Association Membership appurtenant to the Building Lot.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas, the Private Roads and Public Utilities Easements.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas, Private Roads and Utilities Easements which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas, the Private Roads and Utilities Easements.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas, the Private Roads and Utilities Easements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded. This right to dedicate or transfer shall include the undivided 75% interest in Parcels "B" and "D" owned by the Declarants herein and the easement interest in Reservation "H" all as shown on the aforesaid map.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas, Private Roads and Utilities Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b) two years from the date of the issuance of the most recent Public Report for a phase of the overall development, or
- c) on March 1, 1982.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for

capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and the Private Road and Utilities Easements and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twelve Hundred Dollars (\$1,200) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above 3% by the vote or written assent of 51% of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association

may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas and the Private Roads and Utilities Easements together with Parcels "B" and "D" and Reservation "H" hereinabove described including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer

of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, the Private Roads and Utilities Easements, Parcels "B" and "D" and Reservation "H", hercinabove described, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails

to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall at all times comply with the City of Menlo Park and/or other governmental regulations.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded. No such amendment shall be effective without the prior written consent of the City of Menlo Park.

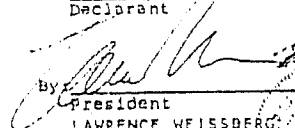
Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

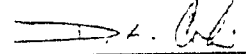
IN WITNESS WHEREOF, the undersigned, being the Declarant herein,

RECORDER'S OFFICE
SAN MATEO COUNTY

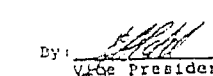
has hereunto set its hand and seal this _____ day of
_____ May _____, 1972.

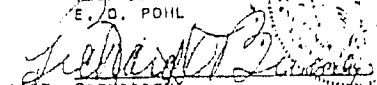
HOMESTEAD SAVINGS AND LOAN
ASSOCIATION, a corporation
Declarant

By: 
President
LAWRENCE WEISSBERG


Secretary
D. L. COLIN

TITLE INSURANCE AND TRUST
COMPANY, a corporation
Declarant

By: 
Vice President
E. O. POEHL


ASST. Secretary
RICHARD T. BURNEY

RECORDER'S OFFICE
SAN MATEO COUNTY

TO ALL
(Corporations)

(T)

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

15173AF

On May 10, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared F. O. Colla

known to me to be the Vice President, and Richard T. Burrey

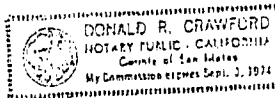
known to me to be the AGG. Secretary of the corporation that executed the within Instrument on behalf of the persons who executed the within Instrument and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Donald R. Crawford

Donald R. Crawford

Name (Typed or Printed)



STATE OF CALIFORNIA
City & County of San Francisco

15173AF

On this 5th day of May in the year one thousand nine hundred and 72 before me, Brian T. Keller
A Notary Public, State of California, duly commissioned and sworn, personally appeared Lawrence Weisberg and D. L. Colla

known to me to be the President & Secretary of the corporation described in and that executed the within instrument, and also 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 same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City of San Francisco County of San Francisco the day and year in this certificate first above written.

Brian T. Keller
Notary Public, State of California

My Commission Expires 6145 PAGE 520

BRIAN T. KELLER
NOTARY PUBLIC CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Feb. 8, 1975

WHEN RECORDED RETURN TO:
SHARON PARK ASSOCIATES
2975 SCOTT BOULEVARD
SANTA CLARA CALIF.
#95050

MUTUAL DECLARATION OF COVENANTS

THIS AGREEMENT is made this 12th day of September, 1975, by and between SHARON PARK ASSOCIATES, a California Limited Partnership, hereinafter referred to as "SPA", and SHARON HEIGHTS GOLF & COUNTRY CLUB, a California nonprofit corporation, hereinafter referred to as "SHARON".

WHEREAS, SPA is the owner of certain real property located in the City of Menlo Park, County of San Mateo, State of California, described in Exhibit "A" attached hereto and incorporated by reference herein, hereinafter referred to as "SPA property", record title to which is held for SPA by Transamerica Title Insurance Company under a holding agreement; and

WHEREAS, SHARON is the owner of certain real property commonly known as the Sharon Heights Golf Course, located in the City of Menlo Park, County of San Mateo, State of California, more particularly described in Exhibit "B" attached hereto and incorporated by reference herein, hereinafter referred to as "SHARON property"; and

WHEREAS, the parties desire and intend to create a nonexclusive easement over a portion of the SPA property which shall be appurtenant to the SHARON property and to provide for certain mutually beneficial covenants;

NOW, THEREFORE, in consideration of the mutual promises of the parties, each to the other as covenantors and covenantees, and expressly for the benefit of, and to bind their successors in interest, the parties agree as follows:

89666A1

1. Grant of Easement: SPA hereby grants to SHARON a nonexclusive easement consisting of a right of way to be used by golfers and golf course maintenance personnel, and shall include normal golfing activities and incidental rights of maintenance, repair and replacement.

2. Description: Said easement is a nonexclusive easement, is appurtenant to the SHARON property, and is described in Exhibit "C" attached hereto and incorporated herein by reference. Rights to use any portion of the easement in a manner which would interfere with the rights hereby granted to SHARON shall not be given by SPA to any third party or parties.

3. Use, Maintenance, and Fencing: The easement granted is a right of way to be used by golfers and golf course maintenance personnel. No fencing or other improvements or obstructions shall be erected by SHARON, without prior written consent of SPA, for three (3) years after the date of recordation of this document. After three (3) years, a fence of mutually agreeable design may be erected, at SHARON's expense, in a mutually acceptable location within the easement area. SHARON shall maintain, at its expense, the area within the easement. Maintenance shall include, without limitation, watering, fertilizing, lawn care, weed control, mowing and trimming, and tree care.

4. Indemnification and Waiver: SHARON, on behalf of itself and its members, guests, agents and employees, waives all claims or rights to make claims against SPA as a result of injury or damage arising out of any use of SPA's property.

SHARON agrees to defend, indemnify and hold SPA harmless from any claims for injuries or damages arising out of the use of SPA's property by SHARON, its members, guests, agents or employees. Without limiting the foregoing, SHARON agrees to defend, indemnify and hold SPA harmless from any damages or injury caused by golf balls, golf clubs, golf carts, or golfing equipment, and agrees to promptly repair and restore any damage done to the easement area or to SPA's adjoining property and improvements thereon which damage or injury results from use or maintenance of the easement area or from golfing or golf-related activities of SHARON or its members, guests, agents or employees.

5. Entire Agreement: This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

6. Successors: This Agreement shall bind and inure to the benefit of the respective successors in interest, assigns, personal representatives, and heirs of the parties hereto.

7. Attorney's Fees: In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party in any litigation resulting from such controversy, claim or dispute shall be entitled to recover from the other party reasonable attorney's fees, expenses and costs.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

TRANSAMERICA TITLE INSURANCE COMPANY

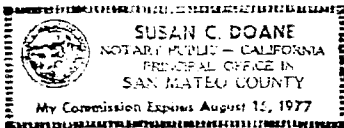
By Patrick M. Stanley
Patrick M. Stanley, Corporate Secretary
SHARON PARK ASSOCIATES, A Limited Partnership

By: ALPHA LAND COMPANY,
A California Corporation
General Partner

By Philip H. Ingber
President PHILIP H. INGBER

SHARON HEIGHTS GOLF & COUNTRY CLUB,
A California Nonprofit Corporation

By Howard Janin
President



STATE OF CALIFORNIA)
County of San Mateo) ss.

On this 15TH day of SEPTEMBER, 1975, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared PATRICK M. STANLEY known to me to be the Corporate Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

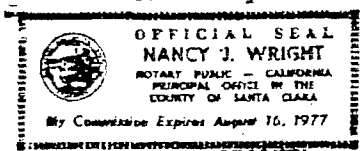
Susan C. Doane
Notary Public, State of California

STATE OF CALIFORNIA)
County of Santa Clara) ss.

On this 12th day of September, 1975, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared Philip H. Ingber, known to me to be the President of the corporation described in and that

executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation, said corporation known to me to be one of the partners of SHARON PARK ASSOCIATES, a limited partnership, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



Nancy J. Wright
Notary Public, State of California

STATE OF CALIFORNIA)
County of Santa Clara) ss.

On this 27th day of August, 1975, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared Howard Janin, known to me to be the President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.



Mitzi S. Gordon
Notary Public, State of California

VI 0935 709

89666AI

RECORDED AT REQUEST BY
TRANSAMERICA TITLE
INSURANCE COMPANY
SEP 16 10 51 AM 1975

MARYIN CHURCH, RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

19 8/27

VI 0935 713

DESCRIPTION OF WOODGATE PROPERTY

All that certain real property situate in the City of Menlo Park, County of San Mateo, State of California, described as follows:

Parcel One:

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, Block 1; Common Area "A", Block 1; Parcel "J" (Woodgate Drive) and Parcel "W", as said lots, block, common area and parcels are shown on the map entitled "Resubdivision of Parcel "A" of Resubdivision of Sharon Heights Unit No. 9 Menlo Park, San Mateo County, California", which map was filed in the office of the Recorder of the County of San Mateo, State of California on April 13, 1972 in Book 75 of Maps at pages 17, 18, 19, 20, 21 and 22.

Excepting from said Common Area "A", Block 1 and from said Parcel "J" (Woodgate Drive) so much thereof as lies within the boundaries of the subdivision map of Woodgate as referred to in Parcel Five herein.

PARCEL TWO:

AN UNDIVIDED 75% INTEREST IN PARCELS "B" AND "D", AS SHOWN ON THE MAP TOGETHER WITH THE RIGHT IN COMMON WITH THE HOLDERS OF ANY INTEREST IN PARCEL "C", AS SAID PARCEL "C" IS SHOWN ON THE MAP ENTITLED "RESUBDIVISION OF SHARON HEIGHTS UNIT NO. 9 MENLO PARK SAN MATEO COUNTY, CALIFORNIA",

WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON APRIL 20, 1965 IN BOOK 62 OF MAPS AT PAGES 16, 17, 18 AND 19; TO MAINTAIN AND OPERATE A GATE HOUSE ON PARCEL "D" AND TO USE PARCELS "B" AND "D" FOR DRIVEWAY PURPOSES AND TO CONSTRUCT, MAINTAIN AND OPERATE THROUGH, IN OR ACROSS PARCELS "B" AND "D" PUBLIC AND PRIVATE SEWERS, STORM DRAINS OR PIPES FOR WATER AND GAS MAINS, POLES, WIRES AND CONDUITS FOR THE TRANSMISSION OF ELECTRICITY FOR LIGHTING, POWER, TELEPHONE, ANTENNA AND OTHER PURPOSES AND FOR THE NECESSARY ATTACHMENTS IN CONNECTION THEREWITH AND THE RIGHT TO CONSTRUCT ANY OTHER FACILITIES FOR CONDUCTING AND PERFORMING ANY PUBLIC OR QUASI-PUBLIC UTILITY THROUGH, IN OR ACROSS PARCELS "B" AND "D".

PARCEL THREE:

AN UNDIVIDED 75% INTEREST IN THE FOLLOWING DESCRIBED PROPERTY:

PORTIONS OF PARCEL "D", AS SHOWN ON THE MAP ENTITLED "RESUBDIVISION OF SHARON HEIGHTS UNIT NO. 9 MENLO PARK, SAN MATEO COUNTY, CALIFORNIA",

WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON APRIL 20, 1965 IN BOOK 62 OF MAPS AT PAGES 16, 17, 18 AND 19, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- (A) BEGINNING AT A POINT IN THE BOUNDARY OF AFOREMENTIONED PARCEL "D" SAID POINT BEING THE MOST SOUTHERLY CORNER OF LOT 67 AS SAID LOT IS SHOWN ON A MAP ENTITLED "SHARON HEIGHTS UNIT NO. 13, MENLO PARK, SAN MATEO COUNTY, CALIFORNIA", FILED IN BOOK 63 OF MAPS AT PAGE 18, SAN MATEO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG THE BOUNDARY OF SAID PARCEL "D" NORTH 72° 56' 19" WEST 148 FEET AND SOUTH 10° 00' WEST 27.21 FEET; THENCE LEAVING SAID BOUNDARY, SOUTH 72° 56' 19" EAST 127.66 FEET; THENCE NORTH 62° 03' 41" EAST 24.04 FEET; THENCE NORTH 17° 03' 41" EAST 10 FEET TO THE POINT OF BEGINNING.
- (B) BEGINNING AT A CORNER IN THE BOUNDARY OF THE AFOREMENTIONED PARCEL "D", SAID POINT BEING THE MOST SOUTHERLY CORNER OF LOT 69, AS SAID LOT IS SHOWN UPON A MAP ENTITLED "SHARON HEIGHTS UNIT NO. 13, MENLO PARK, SAN MATEO COUNTY, CALIFORNIA", FILED IN BOOK 63 OF MAPS AT PAGE 18, SAN MATEO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, ALONG THE BOUNDARY OF SAID PARCEL "D", NORTH 72° 56' 19" WEST 162 FEET; THENCE LEAVING SAID BOUNDARY, SOUTH 17° 03' 41" WEST 16 FEET; THENCE SOUTH 72° 56' 19" EAST 90 FEET; THENCE SOUTH 17° 03' 41" WEST 10 FEET; THENCE SOUTH 72° 56' 19" EAST 72 FEET TO THE AFOREMENTIONED BOUNDARY OF PARCEL "D"; THENCE ALONG SAID BOUNDARY, NORTH 17° 03' 41" EAST 20 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR.

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND ROADWAY PURPOSES,
WITHIN THE FOLLOWING DESCRIBED STRIP OF LAND:

BEGINNING AT POINT "O" AS DESIGNATED ON THE MAP ENTITLED
"RESUBDIVISION OF SHARON HEIGHTS UNIT NO. 9 MENLO PARK, SAN MATEO
COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE
RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON APRIL 20,
1965 IN BOOK 62 OF MAPS AT PAGES 16, 17, 18 AND 19; THENCE FROM SAID
POINT OF BEGINNING NORTH 3° 19' WEST 60 FEET; THENCE NORTH 86° 41'
EAST 350.68 FEET; THENCE SOUTH 87° 20' 40" EAST 257.08 FEET TO AN
ANGLE POINT IN THE NORTHEASTERLY BOUNDARY LINE OF THAT 80 FOOT WIDE
STRIP OF LAND OF THE CITY AND COUNTY OF SAN FRANCISCO, AS DESCRIBED
IN PARCEL ONE OF THE FINAL JUDGMENT IN CONDEMNATION RECORDED
APRIL 6, 1953 IN BOOK 2393 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE
735 (71639-K); THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE SOUTH
72° 56' 19" EAST 771.67 FEET; THENCE LEAVING SAID BOUNDARY LINE SOUTH
17° 03' 41" WEST 20 FEET; THENCE NORTH 72° 56' 19" WEST 608.31 FEET;
THENCE NORTH 87° 20' 40" WEST 407.20 FEET; THENCE SOUTH 86° 41' WEST
353.50 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE:

All the lands embraced within the boundaries of the subdivision shown on the map entitled, "Woodgate Menlo Park, San Mateo County, California", which map was filed in the office of the Recorder of the County of San Mateo, State of California on June 23, 1975, in Book 87 of Maps at pages 41-42-43.

DESCRIPTION OF SHARON PROPERTY

That property known as the Sharon Heights Golf Course described as follows:

All that certain real property situate partly in the City of Menlo Park, and partly in the County of San Mateo, State of California, described as follows:

PARCEL ONE

A PORTION of the former Frederick W. Sharon Estate as shown on that certain Record of Survey Map filed in the Office of the Recorder of San Mateo County on December 13, 1947 in Book 2 of Licensed Land Surveyors Maps at pages 26, 27, 28 and 29, and being more particularly described as follows:

BEGINNING at a point in the Northernly line of the Sand Hill Road, as established in Parcel 2(a) of that certain Final Order of Condemnation issued by the Superior Court of the State of California in and for the County of San Mateo, Case No. 86933, dated March 2, 1959 and recorded March 3, 1959 in Book 3556 of Official Records of San Mateo County at page 79 (45077-2), said point of beginning being at the Southwest corner of the lands of Allstate Insurance Corporation, as said lands are described in a Deed from Fox and Carakadon Realty Development Corporation, dated July 26, 1950 and recorded November 4, 1950 in Book 3686 of Official Records of San Mateo County at page 310 (4782-T); thence from said point of beginning, along the boundary of said lands of Allstate Insurance Corporation, North 1° 08' 20" East 222 feet to a point "A" to be hereinafter referred to, and continuing North 1° 08' 20" East 178 feet and South 89° 51' 40" East 29 feet to a point "B" to be hereinafter referred to; thence leaving said boundary North 4° 16' West 123 feet to a point "C" to be hereinafter referred to and continuing North 4° 40' West 537 feet; thence South 71° 40' 15" East 272.03 feet to a point "D" to be hereinafter referred to and continuing South 71° 40' 15" East 270.72 feet; thence North 33° 20' East 159.17 feet; thence North 17° 09' 41" East 286.11 feet to a point "E" to be hereinafter referred to on the Southwesterly boundary of the lands of Vista Homes of Sunnyvale as said lands are described in a Deed from Fox & Carakadon, Inc., dated and recorded June 4, 1958 in Book 3104 of Official Records of San Mateo County at pages 507 and 508 (45401-Q); thence

RECORDER'S MEMO: LADDERY OF WILSON
Filed at San Mateo, CALIFORNIA
In this document when indicated.

Exhibit "B"

along said Southwesterly boundary North 72° 50' 19" West 771.07 feet to a point "F" to be hereinafter referred to and North 40° 25' 31" West 60 feet; thence leaving said boundary, North 31° 41' 40" East 219.99 feet; thence North 49° 50' West 150 feet; thence North 34° 01' West 191.40 feet; thence North 75° 42' West 077.94 feet; thence North 22° 28' West 07.05 feet to a point "G" to be hereinafter referred to being a corner in the boundary of that certain map entitled "RECORD OF SURVEY, MAP OF THE FORMER FREDERICK W. SHARON ESTATE, SAN MATEO COUNTY, CALIFORNIA", which map was filed in the office of the Recorder of the County of San Mateo, State of California in Book 2 of Licensed Land Surveyors Maps at pages 28, 27, 28 and 29 above mentioned; thence leaving said boundary North 35° 25' West 210 feet; thence North 20° 30' West 107.27 feet; thence North 33° 08' 50" East 400 feet to the aforementioned boundary line of the Record of Survey of the Sharon Estate; thence along said boundary South 30° 51' 10" East 695 feet; thence leaving said boundary, South 33° 01' 10" West 480.84 feet; thence South 41° 20' West 530 feet; thence South 27° 00' East 253 feet, to a point "H" to be hereinafter referred to, and continuing South 27° 00' West 109 feet; thence South 40° 00' West 610 feet; thence North 47° 55' West 115 feet; thence North 37° 18' 50" West 252.78 feet to a point "I" to be hereinafter referred to and being a corner in the boundary of the aforementioned Record of Survey of the Sharon Estate; thence along said boundary, South 30° 42' 28.30" East 693.15 feet and South 2° 57' 00.26" East 333.45 feet; thence leaving said boundary, South 05° 29' East 70 feet; thence South 47° 00' East 296.01 feet to a point; thence Easterly along the arc of a curve to the left, said curve having a radius of 350.00 feet, a central angle of 57° 40' and being tangent to the last mentioned course at the last mentioned point, a distance of 118.19 feet to a point; thence North 70° 00' East along a line tangent to the last mentioned curve at the last mentioned point, a distance of 89 feet; thence South 88° 49' 10" East 303.72 feet to a point; thence Southeasterly along the arc of a curve to the right, said curve having a radius of 185 feet, a central angle of 18° 41', the center of which curve bears South 44° 04' West from the last-mentioned point, a distance of 60.11 feet to a point; thence Easterly along the arc of a curve to the left, said curve having a radius of 227.02 feet; a central angle of 61° 47' 05" and being tangent to the last mentioned curve at the last mentioned point, a distance of 213.49 feet; thence North 44° 30' West 299.37 feet; thence North 73° 04' East 163.11 feet; thence North 61° 10' East 77.16 feet; thence North 12° 19' 05" West 111.10 feet; thence South 61° 51' 30" East 180.96 feet; thence South 70° 00' West 270.96 feet; thence North 71° 38' West 575.70 feet; thence North 41° 14' 10" West 100.00 feet to a point "J" to be hereinafter referred to; thence North 17° 07' West 375.11 feet; thence North 50° 58' East 174.20 feet; thence North 31° 53' 11" East 250 feet to a point "K" to be hereinafter referred to and continuing North 31° 53' 11" East 381.62 feet; thence South 50° 45' East 572.20 feet; thence North 62° 11' East 93.19 feet; thence South 21° 31' 10" East 110.17 feet to a point "L" to be hereinafter referred to and continuing South 21° 31' 10" East 387.69 feet to a point "Q" to be hereinafter referred to and continuing South 21° 31' 10" East 21.25 feet; thence South 23° 01' East 159.21 feet; thence South 16° 02' 20" East 621.30 feet; thence South 77° 40' 55" West 34.43 feet; thence South 22° 19' 05" East 111.10 feet to a point "R" to be hereinafter referred to and continuing South 12° 19' 05" East 70.71 feet to a point "S" to be hereinafter referred to, and continuing South 12° 19' 05" East 241.23 feet to the aforementioned Northerly right of way line of Sand Hill Road; thence along said Northerly right of way line of Sand Hill Road, North 51° 16' 20" East 227.50 feet to a point; thence Easterly along the arc of a curve to the right, said curve having a radius of 2635.17 feet a central angle of 5° 07' 20" and a center which bears South 1° 59' 00" East from the last mentioned point, a distance of 240.08 feet to a point and South 85° 51' 40" East along a line tangent to the last mentioned curve at the last mentioned point, a distance of 203.58 feet to the point of beginning.

EXCEPTING THEREFROM the following described portions thereof:

(A) That portion of that 20 foot wide strip of land of the City and County of San Francisco described in PARCEL ONE of the Final Judgment in Condemnation recorded April 6, 1953 in Book 2393 of Official Records of San Mateo County at page 735 (71619-S), lying within the above described parcel of land.

(B) That portion of that parcel of land, being six inches wide, granted by Altos Developers, a corporation, Rayzac Builders, Inc., a corporation and Vista Homes, of Sunnyvale, a corporation to the Town of Atherton, a Municipal Corporation, in the Grant Deed dated March 21, 1951 and recorded August 17, 1951 in Book 4038 of Official Records of San Mateo County at page 593 (85739-T), that lies within the above described parcel of land.

(C) The following described parcel of land: PORTION of the lands of Vista Construction Co. (Parcel 16) as said lands are described in a Deed recorded in Book 3102 of Official Records of San Mateo County at pages 155 and 167 (46199-Q) and Portion of the Lands of Westport Construction Co. (Parcel 12) as said lands are described in a Deed recorded in Book 3102 of Official Records of San Mateo County at pages 309 and 310 (46391-Q), more particularly described as follows:

BEGINNING at the east Easterly corner of the aforementioned lands of Vista Construction Co.; thence from said point of beginning North 45° 25' 31" West along the Northeasterly boundary of said lands of Vista Construction Co., a distance of 577.26 feet; thence leaving said boundary, South 17° 22' 30" West 23 feet to the true point of beginning of the lands to be herein described; thence from said true point of beginning North 72° 41' 30" West 53.65 feet; thence South 73° 11' 10" West 271.60 feet; thence South 60° 44' 50" West 158.88 feet; thence South 40° 02' 40" East 185.77 feet to a point "a" hereinafter referred to and continuing South 40° 02' 40" East 102.69 feet; thence South 32° 55' 40" East 156.38 feet to a point "b" to be hereinafter referred to and continuing South 32° 30' 50" East 21.21 feet; thence South 27° 51' East 132.73 feet; thence South 23° 43' East 95.84 feet; thence South 17° 30' East 11.28 feet; thence North 87° 21' 30" East 342.21 feet; thence North 6° 00' East 229.38 feet; thence North 6° 45' 30" West 163.53 feet; thence North 27° 42' East 61.70 feet; thence North 47° 33' East 67.25 feet; thence South 68° 23' East 157.70 feet; thence North 86° 41' East 45.05 feet to a point "c" to be hereinafter referred to; thence North 3° 19' West 60 feet; thence North 12° 51' 30" West 229.90 feet; thence North 14° 41' East 61.01 feet; thence North 53° 58' East 177.90 feet to the true point of beginning.

CONTAINING 16.6 acres, more or less.

(D) The following described parcel of land: BEGINNING at the point of beginning of the lands described in PARCEL ONE, said point being at the Southwest corner of the lands of Allstate Insurance Corporation; as said lands are described in a Deed recorded in Book 3556 of Official Records of San Mateo County at page 310 (4782-T); thence from said point of beginning, North 12° 08' 40" East along the Westerly boundary of said lands of Allstate Insurance Corporation, a distance of 193 feet; thence leaving said boundary, North 81° 09' West 223 feet; thence North 1° 05' 20" East 60 feet; thence North 81° 51' 20" East 314.22 feet; thence South 12° 19' 05" East 390.67 feet to the Northerly right of way line of Sand Hill Road as established by Parcel 2(a) of that certain Final Order of Condemnation issued out of Superior Court in and for the County of San Mateo, State of California, Case No. 45033, dated March 2, 1959 and recorded in Book 3556 of Official Records of San Mateo County at page 75 (450772);

thence along said Northerly right of way line of Sand Hill Road, North 81° 46' 10" East 227.50 feet to a point, Easterly along the arc of a curve to the right, said curve having a radius of 2945.47 feet, a central angle of 3° 07' 40" and a center which bears South 3° 59' 00" East from the last mentioned point, a distance of 40.08 feet to a point and South 83° 51' 40" East along a line tangent to the last mentioned curve at the last mentioned point, a distance of 208.58 feet to the point of beginning, CONTAINING 1.6 acres, more or less.

PARCEL TWO

All rights, reservations and easements in favor of Menlo Investment Company, a corporation, as set forth in that certain Final Judgment in Condemnation a certified copy of which was recorded April 9, 1953 in Book 239 of Official Records of San Mateo County at page 735 (71039-K), and as Modified and Supplemented by that certain Agreement by and between City and County of San Francisco, City of Menlo Park, Menlo Investment Company and Eslin & MacDonald, a copartnership, dated April 28, 1959 and recorded December 2, 1959 in Book 174 of Official Records of San Mateo County at page 161 (9904-S), affecting that portion of the 60 foot wide strip of land of the City and County of San Francisco excepted from Parcel One described herein and designated as Exception "A" to said description.

RESERVING FROM the above described parcels of land, the following described easements:

- A. An easement for public utility purposes within a strip of land 10 feet in width, lying 5 feet on each side of a centerline which begins at Point "A" mentioned in the description of PARCEL ONE described above and thence South 74° 30' 10" West 411.25 feet; thence North 77° 17' 05" West 309 feet; thence North 46° 16' 05" West 47.75 feet to Point "B" mentioned in said description.
- B. An easement for public utility purposes within a strip of land 10 feet in width lying 5 feet on each side of a centerline which begins at Point "C" mentioned in the description of Parcel One described above and thence South 35° 20' 40" West 377 feet and thence South 01° 58' 20" West 378 feet; thence South 70° 15' 50" West 225.98 feet to Point "D" mentioned in said description.
- C. An easement for public utility purposes within a strip of land 10 feet wide lying adjacent to and measured at right angles Westerly from a line which begins at Point "E" mentioned in the description of PARCEL ONE described above and thence North 4° 16' West 123 feet to Point "C" mentioned in said description.
- D. An easement for public utility purposes within a strip of land 15 feet in width lying 7.5 feet on each side of a centerline which begins at Point "D" mentioned in the description of PARCEL ONE described above; thence North 31° 09' 40" East 800.41 feet and thence North 41° 58' West 092.02 feet to Point "E" mentioned in said description.
- E. An easement for public utility purposes within a strip of land 10 feet in width lying 5 feet on each side of a centerline which begins at a Point "F" mentioned in the description of PARCEL ONE described above and thence South 58° 45' 10" East 221.80 feet to Point "E" mentioned in said description.

F. An easement for public utility purposes within a strip of land 10 feet in width lying 5 feet on each side of a centerline which begins at Point "J" mentioned in the description of PARCEL ONE described above and thence North 56° 05' West 285.63 feet; thence North 39° 30' West 354 feet; thence North 33° 57' 30" West 232.09 feet to a point which bears North 56° 50' 22" West 6.62 feet from Point "I" mentioned in said description.

EXCEPTING THAT PORTION lying outside of said PARCEL ONE.

G. An easement for public utility and emergency road purposes within a strip of land 10 feet in width lying 20 feet on each side of a centerline which begins at Point "I" mentioned in the description of PARCEL ONE described above and thence North 62° 14' East 182.29 feet to Point "P" mentioned in the description of Exception "C" to PARCEL ONE described above.

H. A non-exclusive easement for ingress and egress and roadway purposes within the following described lands: BEGINNING at Point "E" mentioned in the description of PARCEL ONE described above; thence South 17° 03' 11" West 20 feet; thence North 72° 55' 19" West 608.31 feet; thence North 87° 20' 40" West 407.20 feet; thence South 86° 11' West 353.50 feet to Point "O" mentioned in the description of Exception "C" to PARCEL ONE described above; thence North 3° 19' West 60 feet; thence North 85° 12' East 356.68 feet; thence South 87° 20' 40" East 257.08 feet to Point "F" mentioned in the description of PARCEL ONE described above; thence South 72° 56' 19" East 771.67 feet to the point of beginning.

I. An easement for public utility purposes within a strip of land 15 feet in width lying 7.5 feet on each side of a centerline which begins at Point "Q" mentioned in the description of PARCEL ONE described above; thence North 31° 40' East 270.09 feet to Point "R" mentioned in the description of Exception "C" to PARCEL ONE described above.

J. An easement for public utility purposes within a strip of land 5 feet in width lying adjacent to and easterly of a line which begins at Point "K" mentioned in the description of Parcel One described above; thence North 1° 09' 20" East 478 feet.

K. An easement for public utility purposes within a strip of land 10 feet in width lying 5 feet on each side of a centerline which begins at a point distant North 33° 51' 40" West 25 feet from Point "B" mentioned in the description of PARCEL ONE described above; thence Northerly in a direct line to Point "C" mentioned in said description.

In the event of a breach of the condition set out in the first paragraph of this deed, the whole of the premises hereinafore described shall revert to the grantors, their successors or assigns, who shall have the right of immediate re-entry upon said premises, in the event of any such breach.

DESCRIPTION OF NON-EXCLUSIVE EASEMENT

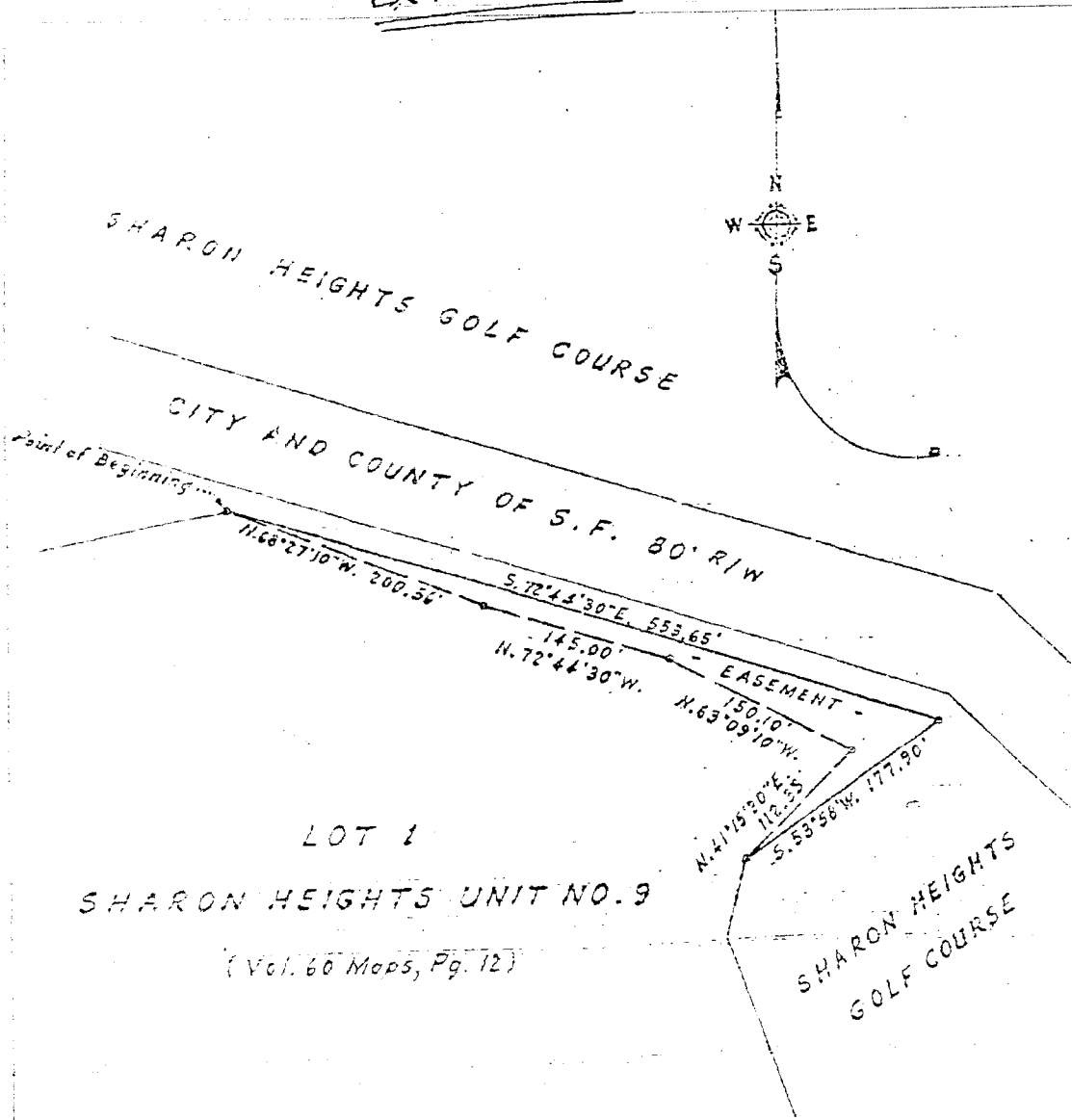
Portion of Common Area "A", Block 3, as said Block and Common Area is shown on the map entitled "Resubdivision of Parcel 'A' of Resubdivision of Sharon Heights Unit No. 9 Menlo Park, San Mateo County, California", which map was filed in the Office of the Recorder of the County of San Mateo, State of California, on April 13, 1972, in Book 75 of Maps at pages 17, 18, 19, 20, 21 and 22, more particularly described as follows:

BEGINNING at the most Northerly corner in the boundary of the aforementioned Common Area "A", Block 3, thence from said point of beginning, along said boundary, South 72° 44' 30" East 553.65 feet and South 53° 58' West 177.90 feet; thence leaving said boundary, North 41° 15' 30" East 112.33 feet; thence North 63° 09' 10" West 150.10 feet; thence North 72° 44' 30" West 145.00 feet; thence North 68° 27' 10" West 200.56 feet to the point of beginning.

Exhibit "C"

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Exhibit "C"



EDWIN H. SMITH CIVIL ENGINEER
REDWOOD CITY

EASEMENT, PORTION OF LOT 1, SHARON HEIGHTS UNIT NO. 9
MENLO PARK, CALIFORNIA

SCALE: 1" = 100'
MAY 5 1975

SURV.	-	12404
PLAN	A.M.Y.	

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209007

1200 SHARON PARK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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RECORDER'S OFFICE SAN MATEO COUNTY

60190AJ

1200 SHARON PARK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Sharon Park Associates, a California limited partnership, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Menlo Park, County of San Mateo, State of California, which is more particularly described in Exhibit A, attached hereto and incorporated by reference, and

WHEREAS, Declarant intends to create thereon a residential community with open spaces and other common facilities for the benefit of said community, and

WHEREAS, Declarant is the owner of additional adjacent real property described in Exhibit B, attached hereto, which it intends to develop and sell and to annex to the property described in Exhibit A as part of a total planned development area.

WHEREAS, Declarant desires to provide for the preservation of the value and amenities in said community and for the maintenance of said open spaces and other common facilities and intends and desires to sell the property described in Exhibit A attached hereto, and to impose upon it and upon such additions as may hereafter be made thereto (as provided in Article II) the covenants, limitations, restrictions, easements, charges and liens hereinafter set forth, each and all of which is for the benefit of said property and each owner thereof, and

NOW THEREFORE, Declarant hereby declares that all of the property described in Exhibit A, attached hereto, shall be held, sold and conveyed, encumbered, leased, rented, used, occupied and improved subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the value, attractiveness, and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of said property and of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Sharon Park Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee simple title to any lot or unit which is a part of the property.

RECORDER'S OFFICE SAN MATEO COUNTY

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Section 3. "Property" shall mean and refer to that certain real property described in Exhibit A and such additions thereto as may hereafter be annexed in accordance with the provisions of Article II.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot or unit shall consist of all that certain real property which is set forth and designated as "Common Area, Lot 1" as shown on Exhibit A, to which reference has previously been made.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property with the exception of the common area as described and set forth in Section 4 hereinabove.

Section 6. "Unit" shall mean the elements of a condominium which are not owned in common with the owners of other condominiums in the project.

Section 7. "Declarant" shall mean and refer to Sharon Park Associates, a California limited partnership, its successors and assigns.

Section 8. "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.

Section 9. "Mortgagee" shall mean and include a beneficiary under or a holder of a deed of trust as well as a mortgage.

Section 10. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 11. "1200 Sharon Park" shall mean all the real property described in Exhibit A, together with such additional real property as may be annexed thereto pursuant to Article II hereof when and from the time such additional real property is so annexed.

ARTICLE II ANNEXATION

Section 1. Conditions of Annexation. The Declarant may, pursuant to the following provisions of this section, from time to time, and in its sole discretion, annex all or any part of the real property more particularly described in Exhibit B and incorporated herein by reference.

(a) The annexation of any such real property shall become effective when, and only when, the last of each of the following events occur:

(1) Declarant shall have recorded in the Office of the Recorder of the County of San Mateo a declaration which may consist of more than one document and which shall, among other things,

(a) Describe the real property which is to be annexed to 1200 Sharon Park.

RECORDER'S OFFICE SAN MATEO COUNTY

(bb) Set forth or refer to such additional or other limitations, restrictions, covenants and conditions and assessments applicable to such property, as provided in paragraph (c) below.

(cc) Declare that such property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to 1200 Sharon Park Declaration of Covenants, Conditions and Restrictions, and

(dd) States with respect to said real property either that the final public report required by the Department of Real Estate of the State of California has been issued, or that no such final report is required; and

(2) Declarant shall have recorded in the Office of the Recorder of the County of San Mateo a Subdivision or Condominium Map relating to the real property described in said Declaration.

(3) A declaration of restrictions to be subordinated to the 1200 Sharon Park Declaration of Covenants, Conditions and Restrictions and applicable exclusively to such property shall have been recorded in the Office of the Recorder of the County of San Mateo.

(b) Upon such annexation becoming effective the property covered by such annexation shall become and constitute a part of 1200 Sharon Park and the Sharon Park Homeowners Association shall have and shall accept and exercise jurisdiction over such property as a part thereof and over all owners of lots or units therein who shall automatically become members of the Sharon Park Homeowners Association.

(c) Any provision herein to the contrary notwithstanding, the Declaration referred to in paragraph (a) above may, with respect to all or any part of the property described in said Declaration provide for such additional or different limitations, restrictions, easements, charges, assessments and covenants as the Declarant may deem appropriate to reflect the different character, if any, of such added property and as are not inconsistent with the scheme of this declaration; provided, however, that all such properties annexed shall in every case be subject to all of the provisions of these restrictions.

ARTICLE III
SHARON PARK HOMEOWNERS ASSOCIATION

Section 1. Organization. The Association is a non-profit membership corporation charged with the duties and empowered with the rights set forth herein. It was created by its Articles, and its affairs shall exist and operate in accordance with its Articles and By-Laws.

Section 2. Membership. Every record owner of a lot or unit as defined in Article I, hereof, shall be a member of the Association and shall possess one (1) membership for each lot or unit owned.

Upon annexation of property as provided in Article II hereof, each owner of a lot or unit therein located shall likewise automatically become a member hereof and be subject to all the provisions of this Article III.

Section 3. Voting Rights. The Association shall have two classes of voting membership as follows:

(a) Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot or unit owned. When more than one person holds an interest in any lot or unit all such persons shall be members. The vote for such lot or unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot or unit.

(b) Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot or unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or on or before June 1, 1977.

Section 4. Duties and Obligations of Association. The Association shall have the obligations and duties, subject to the 1200 Sharon Park Declaration of Covenants, Conditions and Restrictions to do and perform each and every of the following for the benefit of the owners and for the maintenance and improvement of 1200 Sharon Park:

(a) The Association shall accept as part of 1200 Sharon Park all property annexed to 1200 Sharon Park pursuant to Article II hereof and shall accept all owners as members of the Association.

(b) The Association shall accept title to all common areas conveyed to it by Declarant.

(c) The Association shall provide all services, repairs, maintenance and replacements for which members of the Association are assessed pursuant to Article V, Section 2.

(d) To the extent not assessed to or paid directly by the owners, the Association shall pay all real and personal property taxes and assessments levied upon any portion of common area or other property owned by the Association.

(e) Unless provided by a municipal, county or other governmental body directly or by franchise, and unless the cost thereof is assessed, directly or indirectly, against the owners by such body, the Association shall contract for, employ, or otherwise provide police and refuse disposal services. The Association may also contract for and provide patrol and police services in addition to those provided by the City of Menlo Park.

Section 5. Powers and Authority of the Association. The Association shall have all of the powers set forth in the Articles, together with its general powers as a non-profit corporation,

generally to do any and all things that a corporation organized under the laws of the State of California may lawfully do in operating for the benefit of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and in the 1200 Sharon Park Declaration of Covenants, Conditions and Restrictions, and to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of these restrictions and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of the owners and guests of 1200 Sharon Park. Without in any way limiting the generality of the foregoing:

(a) The Association shall have the power and authority at any time, and from time to time, and without liability to any owner, to enter upon any lot or unit subject to these restrictions for the purpose of enforcing any and all of the provisions of these restrictions, or for the purpose of maintaining and repairing any such area if for any reason whatsoever the owner thereof fails to maintain and repair such area as herein required. The Association shall also have the power and authority from time to time, in its own name, on its own behalf or on behalf of any owner or owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these restrictions and to enforce, by mandatory injunction or otherwise, all of the provisions of these restrictions.

(b) In fulfilling any of its obligations or duties for the maintenance, repair, operation or administration of common area, and to the extent necessitated by the failure of the owners thereof, other lots or units, the Association shall have the power and authority to contract and pay for the provision of goods and services as the Board may consider necessary or desirable in the performance of the Association's duties and obligations as set forth in these restrictions.

(c) The Association may, from time to time, employ the services of a manager to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of California and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under these restrictions.

(d) The Association shall have the power and authority from time to time to grant and convey to any third party such easements, rights of way, parcels or strips of land, in, on, over or under any common areas for the purpose of construction, erecting, operating and maintaining thereon, therein and thereunder:

- (1) public roads, streets, walks, driveways, parkways and park areas,

(2) sub-surface conduits for the transmission of electricity for lighting, heating, power, telephone, television and other purposes and for the necessary attachments in connection therewith, and

(3) public sewers, storm water drains, land drains and pipe, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection with the foregoing.

(e) The Association shall have the right from time to time to pay, compromise or contest any and all taxes and assessments levied against all or any part of any common area or upon any real or personal property belonging to the Association; provided, however, that prior to the sale or other disposition of any property to satisfy the payment of any such tax or assessment, the Association shall pay and discharge the lien imposed with respect to such property.

(f) The Association shall have the right, upon the vote or written consent of members holding three-fourths (3/4) of the voting power of the Association, to offer for dedication to the County of San Mateo or to convey with or without consideration to said County or any other municipal corporation all or any part of the property of the Association or any interest therein, in trust for park or recreational uses.

ARTICLE IV
CONVEYANCE OF COMMON AREA AND RESERVATION
OF EASEMENTS AND RIGHTS OF WAY

Section 1. Construction and Conveyance of Common Areas.

Declarant shall construct such recreational facilities as it deems appropriate upon certain areas contained within the real property described herein and shall convey such area (hereinafter called "common area") without charge to the Association after sale of the first lot or unit.

Section 2. Acceptance by Association. The Association must accept the fee interest in the real property so conveyed, which conveyance and acceptance shall be subject to any or all of the following exceptions, liens and encumbrances:

(a) Such easements and rights of way on, over or under all or any part thereof as may be reserved to Declarant or granted to any owner or participating facility for the use thereof in accordance with the provisions of the 1200 Sharon Park Declaration of Covenants, Conditions and Restrictions.

(b) Such easements and rights of way on, over or under all or any part thereof as may be reserved to Declarant or granted to or for the benefit of, the United States of America, the State of California or in the City of Menlo Park, any other political subdivision or public organization, any public utility corporation, any participating facility, any project, or any lot, for the purpose of constructing, erecting, operating and maintaining thereon, therein and thereunder, at that time or at any time in the future

- (1) Roads, streets, walks, driveways.
- (2) Subsurface wires and conduits for the transmission of electricity for lighting, heating, power, telephone, television and other purposes and for the necessary attachments in connection therewith, and
- (3) Public sewers, sewage disposal systems, storm water drains, land drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection therewith;

(c) Such easements and rights of way on, over or under all or any part thereof as may be reserved to Declarant or granted to any owner for maintenance or improvement of common area or for maintenance, improvement or utilization in connection with real property contiguous to common area;

(d) The obligations imposed, directly or indirectly, by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of California or any other political subdivision or public organization having jurisdiction over such property or by virtue of any organization or body politic created pursuant to any such statute, law, ordinance or regulation.

Section 3. Common Area. Upon the conveyance of any such property to the Association, such property shall, within the meaning of the 1200 Sharon Park Declaration of Covenants, Conditions and Restrictions, become and constitute common area. Prior to such conveyance, such property shall not be deemed to constitute common area.

ARTICLE V
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot or unit owned within the property, hereby covenants, and each owner of any such lot or unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to their successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the property and for the improvement and maintenance of the common area, and

of the homes situated upon the property. Said assessments shall include and the Association shall acquire and pay for out of the funds derived from said assessments the following:

(a) Water, sewer, garbage, electrical, lighting, telephone and gas and other necessary utility service for the common area.

(b) Maintenance and repair of storm drains, sanitary sewers and private roadways and driveways lying within the common area.

(c) Water service and maintenance for the common area.

(d) Fire and extended coverage insurance covering the full insurable replacement value of the physical improvements located within 1200 Sharon Park.

(e) Liability insurance insuring the Association against any liability to the public or to any owner, their invitees or tenants incident to their occupation or use of the common area, with limits of liability to be set by the Association, such limits and coverage to be reviewed at least annually by the Association and increased or decreased at its discretion.

(f) Any other insurance deemed necessary by the Board of Directors of the Association.

(g) Painting, maintenance, repair, replacement, landscaping of the common area, and such furnishings and equipment for the common area as the Association shall determine are necessary and proper, including but without limiting the generality of the foregoing, all equipment, furnishings, and personnel for the recreational areas necessary or proper for the use thereof, and the facilities thereon by the owners for recreational purposes, and the Association shall have the exclusive right and duty to acquire same.

(h) Painting, maintenance and nonstructural repair of the exterior surfaces of the residences, as the Association shall deem necessary and proper, including but without limitation, replacement of trim, caulking and other repairs of the roof covers, and other miscellaneous repairs, not of a structural nature. Such exterior maintenance shall not include glass surfaces and patios. In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot or unit is subject.

(i) In the event an owner of any lot or unit in the property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said premises and to repair, maintain

and restore the lot or unit and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot or unit is subject.

(j) Landscape planting, watering and irrigation, and maintenance service for the common areas; provided, however, that all landscaping inside patio or yard areas of any lot or unit shall be provided and maintained by the owner thereof.

(k) Removal and replacement of any part of a patio or fence that extends into the common area under authority of an easement when access to a utility line underneath such patio or fence is requested by any utility company.

(l) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, real property taxes or assessments which the Association is required to secure or pay for pursuant to the terms of these restrictions or by law or which in the opinion of the Association's Board of Directors shall be necessary or proper for the operation of the common area, or for the benefit of the lot or unit owners, or for the enforcement of these restrictions.

Section 3. Annual Assessment.

(a) From and after one (1) year immediately following the levying of the first annual assessment by the Association, the maximum annual assessment may, thereafter, be increased each year not more than three percent (3%) above the assessment for the previous year, except that the maximum annual assessment may be increased above three percent (3%) by the vote or written assent of fifty-one percent (51%) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of fifty-one percent (51%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum Requirements. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60)

days in advance of the meeting. If the proposed action is favored by majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one percent (51%) of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and units and will be collected on a monthly basis.

Section 7. Dates of Annual Assessment and Estimates.

(a) Estimated Cash Requirement. Within thirty (30) days prior to the commencement of each fiscal year, the Association shall estimate the operating expenses to be paid during the succeeding fiscal year (plus a reasonable provision for replacement reserves and less any expected income and any surplus from the prior year's fund) and furnish a copy thereof to each owner prior to commencement of the fiscal year. Said amount shall constitute the "estimated cash requirement" and shall be assessed to each owner. Failure to provide a copy of said notice shall not affect the validity of assessments based thereon so long as an owner receives reasonable notice before commencement of any action or proceeding to enforce collection thereof. If the sum estimated proves inadequate for any reason, the Association may, at any time, levy a further assessment, which shall be assessed in like proportions, unless otherwise provided herein. Declarant shall be liable for payment of any assessment levied against lots or units owned by Declarant. Assessments made pursuant to this paragraph shall be paid to the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Association shall designate.

(b) Initial Assessments. Prior to determination of the first "estimated cash requirement" and an assessment based thereon, owners shall pay assessments based upon the actual operating expenses of the Association which in no event shall exceed the operating expense budget submitted by Declarant and approved by the Department of Real Estate of the State of California; provided, however, that upon conveyance of lots or units entitled to exercise more than fifty percent (50%) of the total voting power to owners other than Declarant, assessments for the "estimated cash requirement" shall be levied as provided in subparagraph (a) above, based upon a determination by the Association of said "estimated cash requirement" made within thirty (30) days after fulfillment of said sales condition. Assessments based upon actual operating expenses shall be billed to the owners monthly with an appropriate accounting furnished to the owners no less often than quarterly.

(c) Application of Assessments; No Waiver. All funds collected hereunder shall be expended for the purposes designated herein. No owner may waive or otherwise be relieved of liability for the assessments provided for herein by nonuse of the Common Area or abandonment of their lot or unit.

Section 8. Default in Payment of Assessments. Each assessment levied hereunder shall be a separate distinct and personal debt and obligation of the member against whom the same is addressed. In the event of a default or defaults in payment of any such assessment or assessments, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation as follows:

(a) By suit or suits at law to enforce each such assessment obligation. Any judgment rendered in any such action shall include, where permissible under any law, a sum for reasonable attorneys' fees in such amount as the Court may adjudge against such defaulting member.

(b) At any time within ninety (90) days after the occurrence of any such default, the Association may give a written notice to the defaulting member, which said notice shall state the date of the delinquency, the amount of the delinquency, and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the Association may elect to file a claim of lien against the lot or unit of such delinquent member. Such claim of lien shall state:

- (1) The name of the delinquent member,
- (2) A legal description of the lot or unit against which claim is made,
- (3) The amount claimed to be due and owing (with any proper offset allowed),
- (4) That the claim of lien is made by the Association pursuant to the terms of the 1200 Sharon Park Declaration of Covenants, Conditions and Restrictions (giving the date of execution and the date, book, page references of the recording thereof in the Office of the Recorder of the County of San Mateo), and
- (5) That a lien is claimed against the lot or unit in an amount equal to the amount of the stated delinquency.

Upon recordation of a duly executed original or copy of such claim or lien with the Recorder of the County of San Mateo, the lien claimed therein shall immediately attach and become effective, subject only to the limitations hereinafter set forth. Subsequent defaults shall also immediately attach and become effective without the necessity of recording a new claim of lien or liens. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust or mortgage with power of sale pursuant to and in accordance with the provisions of Sections 2924, 2924(b) and (c) of the California Civil Code. In the event such

foreclosure is by action in court, attorneys' fees in a reasonable amount shall be allowable to the extent permitted by law. In the event the foreclosure is as in the case of a deed of trust or a mortgage with power of sale, the Association shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. The Association shall have the right to bid for and purchase any lot or unit sold in such court action or under power of sale and thereafter to hold, lease, maintain, mortgage and convey for valuable consideration any such property so acquired.

(c) A certificate executed and acknowledged or made under penalty of perjury by any two members of the Association shall be conclusive upon the Association and the owners in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any owner shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his lot or unit (or the fact that all assessments due are paid if such is the case) within ten (10) days after demand therefor and upon payment of a reasonable fee not to exceed twenty dollars (\$20.00).

Section 9. Mortgage Protection. Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any lot or unit shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage or deed of trust (meaning a mortgage or deed of trust with first priority over other mortgages or deeds of trust) hereafter given upon such lot or unit made in good faith and for value, provided that after the foreclosure of any such mortgage or deed of trust, there may be a lien created pursuant to Section 8 of this Article on the interest of the purchaser at such foreclosure sale to secure all assessments assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage or deed of trust recorded prior to recordation of such amendment who does not join in the execution thereof.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall or structure or alterations, repainting, repairs, additions to existing structures, buildings or fences shall be commenced, erected or maintained upon the property, including replanting, until the plans and specifications showing the nature, kind, shape, height, materials, colors, and locations of the same shall have been submitted to and approved

in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

This provision shall in no way be deemed to be a substitute for, or waiver of any approval or permit which may be required by the City of Menlo Park, State of California or any governmental agency connected with the action contemplated hereunder.

In the event an owner shall do any work for which permission of the Board of Directors is needed pursuant to this Article VI, the Board of Directors may take whatever action is necessary to correct such situation, at the expense of the owner, including the removal of any building or structure wrongfully erected.

ARTICLE VII OBLIGATION TO REBUILD

Section 1. Damage and Destruction Affecting Residences - Duty to Rebuild. If all or any portion of any residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner of said residence to rebuild, repair or reconstruct said residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

Section 2. Variance in Exterior Appearance and Design. Any owner that has suffered damage may apply to the Board of Directors for reconstruction, rebuilding or repair of his residence in a manner which will provide for an exterior appearance and design different than that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The Board of Directors shall grant such approval only if the design proposed by the owner would result in a finished residence in harmony of exterior design with other residences on the property. Failure of the Board of Directors to act within sixty (60) days after receipt of such a request in writing coupled with drawings and the plot plans showing the full and complete nature of the proposed change, shall constitute approval thereof.

Section 3. Time Limitation. The owner or owners of any damaged residence and the Board of Directors shall be obligated to proceed with all due diligence hereunder and commence reconstruction within three (3) months after the damage occurs and complete reconstruction within six (6) months after the damage occurs unless prevented by causes beyond their reasonable control.

ARTICLE VIII
OWNERS' OBLIGATION TO REPAIR

Section 1. General Duty. Each owner shall, at his sole cost and expense, maintain any item pertaining to and relative to his individual residence not listed in Article V, Section 2.h. and shall at all times, keep his individual residence in good condition and shall make any and all structural repairs as they may be required.

ARTICLE IX
OCCUPANCY AND USE RESTRICTIONS OF PROPERTY

The property shall be occupied and used as follows:

(a) Each lot or unit shall be used as a residence for a single family and for no other purpose. The owner of each lot or unit shall have the right to lease or rent the same, provided that the lease or rental agreement is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration, and further subject to the By-Laws of the Association. There shall be no subletting of a portion or portions of any lot or unit to any individual or individuals.

(b) No business or commercial activity of any kind shall be conducted on any owner's lot or unit with the exception of the business of Declarant in developing all of the lots and units as provided in paragraph S of this Article IX.

(c) No noxious or offensive activity shall be carried on, in or upon any lot, unit or common area nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.

(d) No lot or unit owner shall post any signs, advertisements or posters of any kind in or on his lot or unit or the common area, except a sign 12" x 18" advertising the lot or unit for sale. This sign must be placed in the window of his residence and may not be affixed to or placed upon the exterior walls, roof, lot, unit or common area.

(e) No owner of a lot or unit shall park, store or keep any vehicle except wholly within the parking space designed therefor and no owner shall park, store or keep any truck, camper, boat, trailer or aircraft or any vehicle other than a private passenger vehicle upon any uncovered parking space. No owner of a lot or unit shall repair or restore any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any lot or unit or upon the common area except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

(f) Nothing shall be done or kept on the lot, unit or common area which shall increase the rate of insurance relating thereto without the prior written consent of the Board of Directors of the Association, and no owner shall permit anything to be done

or kept on his lot, unit or the common area which would result in the cancellation of insurance on any residence or any part of the common area, or which would be in violation of the law.

(g) No exterior clothesline shall be erected or maintained, and there shall be no drying or laundering of clothes on the balconies, patios, porches or other areas. Dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Should any animal belonging to occupants or owners of any lot or unit be found wandering around the area and not being held by a leash by a person capable of controlling the animal, the animal may be removed by the Association, or a person designated by them to do so, to a pound under the jurisdiction of the County of San Mateo or any municipality therein which the premises may be situated and subject to the laws and rules governing said pound, or to a shelter, whereupon the owner may, by paying all expenses connected therewith, redeem the animal.

(h) No rubbish, trash, garbage or other waste material shall be kept or permitted upon any lot, unit or common area except in sanitary containers located in appropriate area screened and concealed from view.

(i) No fence, hedge, wall or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot or unit, except as Declarant may vary or exceed said height or location of any fence in accordance with its approved architectural plans.

(j) No masts, tower or pole or outside television antenna, radio aerial or antenna, air conditioning unit or wirings for electrical or television installation shall be erected, constructed or maintained on any lot or unit located in such a manner as to be visible from the exterior of the lot or unit.

(k) No outbuilding, basement, tent, shack, garage, trailer or shed or temporary building of any kind shall be used as a residence either temporarily or permanently.

(l) Nothing shall be altered or constructed in or removed from the common area except upon the written consent of the Board of Directors of the Association.

(m) No lot or unit owner shall repaint the exterior of their residence without receiving the prior written consent of the Board of Directors of the Association.

(n) No basketball standards or fixed sports apparatus shall be attached to any lot, unit or garage without the written consent of the board of Directors of the Association.

(o) Each lot or unit owner shall keep his garage in a neat and orderly condition with all storage areas completely enclosed.

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(p) The Association shall promulgate rules and regulations concerning the use of the common areas and recreational facilities by owners and their guests.

(q) The Association shall have the right to limit the number of an owner's guests who are using the recreational facilities.

(r) The Association and local fire and police departments shall have the right to move or remove any or all vehicles which are parked in front of fire hydrants or any area which interferes with vehicular movement or activities of the police, fire or emergency services. The Association shall comply with the requirements of Section 22658 of the Vehicle Code of the State of California, which pertains to the removal of vehicles from private property, and Sections 22852 and 22853 of the Vehicle Code, which pertain to the requirements of notice.

Any expenses incurred by the Association or municipal police or fire department in the moving or removal of an owner's vehicle shall be a charge and included in the assessment of the owner. The owner shall also be responsible for his guests' vehicles, and the owner's assessment shall include the additional expenses incurred by the removal of his guests' vehicles.

(s) Declarant will undertake the work of developing all of the property described in Exhibits A and B. The completion of that work and sale, rental and other disposal of residential units is essential to the establishment and welfare of said property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(1) Prevent Declarant or its contractors or subcontractors, from doing on said property or any part thereof whatever they determine to be reasonably necessary or advisable in connection with the completion of said work; or

(2) Prevent Declarant, or its representatives from erecting, constructing and maintaining on any part or parts of said property owned or controlled by Declarant, or its contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in parcels by sale, rental or otherwise; or

(3) Prevent Declarant, or its contractors or subcontractors, from conducting on any part or parts of said property owned or controlled by Declarant, or its transferees, its or their business of completing said work and of establishing said property as a residential community and of disposing of said property in parcels by sale, rental or otherwise; or

(4) Prevent Declarant, or its contractors or sub-contractors, from maintaining such sign or signs on any of said lots, units, buildings and property owned or controlled by any of them as may be necessary in connection with the sale, rental or otherwise of the property.

(5) Prevent Declarant from maintaining a sales office in the recreation building or maintaining a sales office trailer on any portion of the property.

ARTICLE X
USE OF COMMON AREAS

Section 1. Rights and Restrictions. Every member of the Association shall have a right to use the Association's common areas subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the common area;

(b) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be deemed beneficial to the Association.

(c) To be constructed upon various lots on the property described in Exhibit A are structures whose patio areas and fire chimneys and storage areas will encroach and protrude upon portions of the adjoining common area. The owners of such lots or units, as well as their successors and assigns, are hereby granted an irrevocable license to allow those encroachments and protrusions onto and over the common area. This license shall terminate when the patio area and chimneys cease to exist.

Nothing herein contained shall be deemed to relieve the owners of any duty of maintenance or reconstruction pursuant to these restrictions.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, their right of enjoyment to the common area and facilities to the members of their family, their tenants, or contract purchasers who reside on the property.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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A breach of any of the conditions contained herein or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to premises or any part thereof; but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustees' sale or otherwise.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

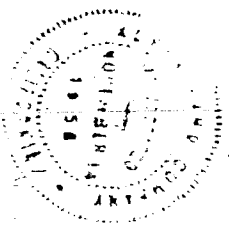
Section 4. Golf Club Easement and Road Easement.

(a) Road Maintenance Committee. By virtue of the recordation of a Declaration of the Establishment of Regulations, Covenants and Conditions recorded April 20, 1965, in Book 4936 of the Official Records of the County of San Mateo, at page 687, file 39939Y, the existing private roadways that service the property described in Exhibits A and B, as well as adjoining properties not part of 1200 Sharon Park, owners of units and lots are subject to said Declaration above mentioned. This Declaration, which is hereby incorporated by reference, generally provides for a committee to be chosen from the owners who use said road to provide for maintenance of the road together with the power of assessment to provide funds for its maintenance. Every owner shall be entitled to participate in the affairs of this committee, including the right to vote and hold office on the committee.

(b) By virtue of the recordation of a Mutual Declaration of Covenants recorded September 16, 1975, in Volume 6535, Pages 709 to 725 of the Official Records of the County of San Mateo, file 89666A1, a copy of which is hereby incorporated by reference, the Sharon Heights Golf and Country Club have a non-exclusive easement for a right of way over a portion of the property described in Exhibit B. Said easement encumbers a proposed common area. If said property described in Exhibit B is annexed to 1200 Sharon Park pursuant to Article II herein, the easement shall run with the land and be in full force and effect when and if said annexation is completed.

RECORDER'S OFFICE SAN MATEO COUNTY

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of April, 1976.

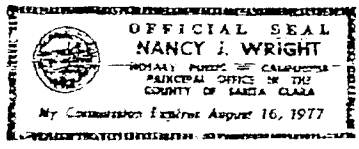


SHARON PARK ASSOCIATES, a California Limited Partnership
by ALPHA LAND COMPANY, General Partner

BY Philip H. Ingber
Philip H. Ingber
BY Gilbert H. Mills Secretary
GILBERT H. MILLS

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss

On this 8th day of April, 19 76, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Philip H. Ingber known to me to be the President and Gilbert H. Mills known to me to be the Secretary of the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation; said corporation being known to me to be the General Partner of the Limited Partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such General Partner and that such Limited Partnership executed the same.



Nancy J. Wright
Notary Public
in and for the County of Santa Clara, State of California

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60190AJ

RECORDED AT REQUEST OF
TRANSAMERICA TITLE
INSURANCE COMPANY
APR 12 11 03 AM 1976

MARYIN CHURCH, RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

270

DESCRIPTION OF PARCEL 1

Portion of Parcel "A" as said parcel is shown upon the map entitled "Resubdivision of Sharon Heights Unit No. 9, Menlo Park, San Mateo County, California", filed in Volume 62 of Maps at Pages 16, 17, 18 and 19, Records of San Mateo County, California, more particularly described as follows:

BEGINNING at a point in the boundary of the aforementioned Parcel "A" said point bearing North $49^{\circ} 57' 20''$ East, along said boundary, a distance of 40.00 feet from the most Westerly corner in the boundary of Parcel "B" as said parcel is shown upon the aforementioned map; thence from said point of beginning, North $24^{\circ} 25' 04''$ East 43.25 feet; thence North $44^{\circ} 20'$ East 209.46 feet; thence North $65^{\circ} 00'$ East 13.76 feet; thence South $25^{\circ} 00'$ East 62.00 feet; thence North $65^{\circ} 00'$ East 183.52 feet; thence South $72^{\circ} 15'$ East 181.79 feet; thence North $17^{\circ} 45'$ East 62.00 feet; thence South $72^{\circ} 15'$ East 27.00 feet; thence South $38^{\circ} 22' 15''$ East 90.39 feet; thence South $6^{\circ} 25'$ East 72.00 feet; thence South $31^{\circ} 35'$ East 119.00 feet to the aforementioned boundary of Parcel "A", thence along said boundary the following courses and distances: South $66^{\circ} 25'$ West 228.30 feet; thence South $78^{\circ} 15'$ West 202.74 feet; thence Westerly, along the arc of a curve to the right, said curve having a radius of 200 feet, a central angle of $61^{\circ} 42' 20''$ and being tangent to the last mentioned course, an arc distance of 215.39 feet; thence along a line tangent to the last mentioned curve, North $40^{\circ} 02' 40''$ West 33.07 feet; thence Northerly, along the arc of a curve to the right, said curve having a radius of 40 feet, a central angle of $61^{\circ} 19'$ and being tangent to the last mentioned course, an arc distance of

35.83 feet; thence Northerly and Westerly, along the arc of a curve to the left, said curve having a radius of 40 feet, a central angle of $141^{\circ} 19'$ and being tangent to the last mentioned curve, an arc distance of 98.66 feet to the point of beginning.

DESCRIPTION OF PARCEL 2
(Portion of Common Area of 1200 Sharon Park)

Portion of Parcel "A" as said parcel is shown upon the map entitled "Resubdivision of Sharon Heights Unit No. 9, Menlo Park, San Mateo County, California" filed in Volume 62 of Maps at Pages 16, 17, 18 and 19, Records of San Mateo County, California, more particularly described as follows:

BEGINNING at the most Westerly corner in the boundary of the aforementioned Parcel "A"; thence from said point of beginning, along said boundary, North 60° 44' 50" East 488.88 feet, North 78° 13' 10" East 271.60 feet, South 72° 44' 30" East 553.65 feet, South 53° 58' West 177.90 feet, South 14° 13' West 61.04 feet, South 19° 54' 30" East 229.90 feet, South 85° 41' West 32.38 feet, North 68° 23' West 153.58 feet and South 68° 25' West 66.70 feet; thence leaving the aforementioned boundary of Parcel "A", North 21° 35' West 119.00 feet; thence North 6° 25' West 72.00 feet; thence North 38° 22' 15" West 90.39 feet; thence North 72° 15' West 27.00 feet; thence South 17° 45' West 62.00 feet; thence North 72° 15' West 181.79 feet; thence South 65° 00' West 188.52 feet; thence North 25° 00' West 62.00 feet; thence South 65° 00' West 13.76 feet; thence South 44° 20' West 209.46 feet; thence South 24° 25' 04" West 43.25 feet to the aforementioned boundary of Parcel "A"; thence along said boundary, South 49° 52' 20" West 40.00 feet and North 40° 02' 40" West 269.46 feet to the point of beginning.

January 25, 1976

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EXHIBIT B

WAIVER AND CONSENT

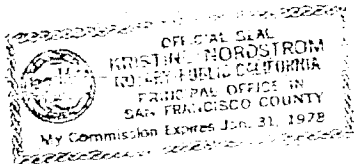
Wells Fargo Bank, N.A., a national banking association, as Beneficiary under that certain Deed of Trust dated June 12, 1975, recorded June 23, 1975, book 5874, page 52, Series No. 61826-A1, Official Records executed by Sharon Park Associates, a California limited partnership, to American Securities Company, a corporation, Trustee, hereby consents to the Declaration of Restrictions attached hereto and made a part hereof, and approve and join in the same.

WELLS FARGO BANK,
a national banking association

By: Ernest A. Clark

By: Peter L. Edberg

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO



On this 11th day of February in the year one thousand nine hundred and seventy five, before me, KRISTINE NORDSTROM, a Notary Public, State of California, duly commissioned and sworn, personally appeared ERNEST A. CLARK AND PETER L. EDBERG, known to me to be the VP AND ASSISTANT VP of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City of San Francisco County of San Francisco the day and year in this certificate first above written.

Kristine Nordstrom
Notary Public, State of California

RECORDER'S OFFICE SAN MATEO COUNTY

WAIVER AND CONSENT

Homestead Savings and Loan Association, a California corporation, as Beneficiary under that certain Deed of Trust dated June 16, 1975, recorded June 23, 1975, book 6874, page 68, Series No. 61828-AI, Official Records executed by Sharon Park Associates, a limited partnership, to Gramercy Mortgage Corporation, a California corporation, Trustee, hereby consents to the Declaration of Restrictions attached hereto and made a part hereof, and approve and join in the same.

HOMESTEAD SAVINGS AND LOAN ASSOCIATION
a California corporation

By: [Signature]

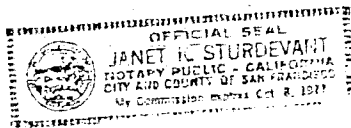
By: [Signature]

STATE OF CALIFORNIA
COUNTY OF San Francisco

} SS

ON February 6th, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lawrence Weissberg known to me to be the

President, and Britt Evans known to me to be the Secretary of the Corporation that executed the within instrument and the officers 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.



Notary's Signature [Signature]

RECORDER'S OFFICE SAN MATEO COUNTY

WAIVER AND CONSENT

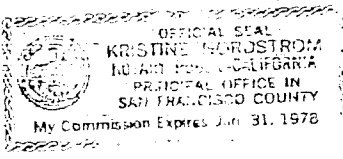
Wells Fargo Bank, N. A., a national banking association, as Beneficiary under that certain Deed of Trust dated June 12, 1975, recorded June 23, 1975, book 6874, page 74, Series No. 61829-AI, Official Records executed by Sharon Park Associates, a California limited partnership, to American Securities Company, a corporation, Trustee, hereby consents to the Declaration of Restrictions attached hereto and made a part hereof, and approve and join in the same.

WELLS FARGO BANK, N. A.
& national banking association

By: Ernest A. Glall

By: Peter L. Edberg

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO



On this 11TH day of FEBRUARY in the year one thousand nine hundred and SEVENTY-SIX before me, KRISTINE NORDSTROM a Notary Public, State of California, duly commissioned and sworn, personally appeared ERNEST A. GLALL AND PETER L. EDBERG known to me to be the V.P. AND ASSISTANT SEC. of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the SAN FRANCISCO County of SAN FRANCISCO the day and year in this certificate first above written.

Kristine Nordstrom
Notary Public, State of California