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RECORDED AT REQUEST OF
FIRST AMERICAN TITLE INSURANCE CO.
SAN MATEO COUNTY TITLE DIVISION

MAR 31 1 12 PM '89

RECORDED AT THE REQUEST OF:
PAN-CAL
4125 Blackford Avenue, Suite 200
San Jose, CA 95117

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
HARBOR COLONY SUBDIVISION

RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

THIS DECLARATION IS MADE AND DATED THIS 10th - DAY OF FEBRUARY 1989 BY HARBOR COLONY 88, a California limited Partnership ("DECLARANT").

WHEREAS, DECLARANT IS THE OWNER OF CERTAIN TRACT OF LAND SITUATED IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

All of Lots 1 to 25, inclusive, as shown upon that certain maps entitled, "HARBOR COLONY," which Map was filed for record in the Office of the Recorder of the County of San Mateo, State of California, on July 27, 1988, in Book 118 of Maps, at Pages 51 & 52, TO WHICH SAID MAP AND THE SAID RECORD THEREOF, REFERENCE IS HEREBY MADE, AND

WHEREAS, DECLARANT IS ABOUT TO SELL REAL PROPERTY ("PROPERTY") SHOWN ON SAID MAP, WHICH PROPERTY IT DESIRES TO BE SUBJECT TO CERTAIN CONDITIONS, COVENANTS, RESTRICTIONS AND AGREEMENTS BETWEEN IT AND THE PURCHASERS OF SAID PROPERTY, AS HEREIN AFTER SET FORTH:

NOW, THEREFORE, DECLARANT DECLARES THAT THE PROPERTY SHOWN ON SAID MAP OF HARBOR COLONY IS HELD AND SHALL BE CONVEYED SUBJECT TO THE RESTRICTIONS, CONDITIONS, COVENANTS, CHARGES AND AGREEMENTS SET FORTH IN THE DECLARATION, TO WIT:

PART A. RESIDENTIAL AREA COVENANTS.

A-1: LAND USE AND BUILDING TYPE.

NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO STRUCTURE SHALL BE ERECTED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE (1) DETACHED SINGLE-FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A PRIVATE GARAGE FOR NOT MORE THAN THREE (3) MOTOR VEHICLES AND TWO ACCESSORY STRUCTURES. CITY APPROVALS ARE REQUIRED.

A-2: ARCHITECTURAL CONTROL.

(A) NO STRUCTURE, OR ANY PART THEREOF, SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND A PLAN SHOWING THE LOCATION OF THE STRUCTURE HAVE BEEN APPROVED BY THE CITY OF REDWOOD CITY. EXCEPT FENCES INSTALLED BY THE DECLARANT, NO FENCE OR WALL SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT NEARER TO ANY STREET THAN THE MINIMUM BUILDING SETBACK LINE, ESTABLISHED BY THE CITY, UNLESS SIMILARLY APPROVED.

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(B) NO BUILDING, FENCE, WALL, POOL, SPA, OBSTRUCTION, OUTSIDE OR EXTERIOR WIRING, BALCONY, SCREEN, PATIO, PATIO COVER, TENT, AWNING, CARPORT, CARPORT COVER, TRELLIS, IMPROVEMENT, OR STRUCTURE OF ANY KIND SHALL BE COMMENCED, INSTALLED, ERECTED, PAINTED OR MAINTAINED UPON THE PROPERTY, NOR SHALL ANY ALTERATION OR IMPROVEMENT OF ANY KIND BE MADE THERETO, OR TO THE EXTERIOR OF ANY RESIDENCE, UNTIL THE SAME HAS BEEN APPROVED IN WRITING BY AN ARCHITECTURAL CONTROL COMMITTEE. PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, COLOR, SIZE, MATERIALS AND LOCATION OF SUCH IMPROVEMENTS, ALTERATIONS, ETC., SHALL BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AS TO QUALITY OF WORKMANSHIP AND DESIGN AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES, AND AS TO LOCATION IN RELATION TO SURROUNDING STRUCTURES, TOPOGRAPHY, AND FINISH GRADE ELEVATION. NO PERMISSION OR APPROVAL SHALL BE REQUIRED TO REPAINT IN ACCORDANCE WITH DECLARANT'S ORIGINAL COLOR SCHEME, OR TO REBUILD IN ACCORDANCE WITH DECLARANT'S ORIGINAL PLANS AND SPECIFICATIONS. NO PERMISSION OR APPROVAL SHALL BE REQUIRED TO REPAINT IN ACCORDANCE WITH A COLOR SCHEME PREVIOUSLY APPROVED BY THE COMMITTEE, OR TO REBUILD IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PREVIOUSLY APPROVED BY THE COMMITTEE. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO LIMIT THE RIGHT OF AN OWNER TO REMODEL THE INTERIOR OF HIS RESIDENCE, OR TO PAINT THE INTERIOR OF HIS RESIDENCE ANY COLOR DESIRED.

(C) THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS. DECLARANT MAY APPOINT ALL OF THE ORIGINAL MEMBERS OF THE COMMITTEE AND ALL REPLACEMENTS UNTIL FIFTY-ONE PERCENT (51%) OF THE LOTS ARE SOLD. THE DECLARANT RESERVES TO ITSELF THE POWER TO APPOINT A MAJORITY OF THE MEMBERS TO THE COMMITTEE UNTIL NINETY-FIVE PERCENT (95%) OF ALL THE LOTS IN THE PROJECT HAVE BEEN SOLD. AFTER FIFTY-ONE PERCENT (51%) OF THE LOTS HAVE BEEN SOLD, THE OWNERS SHALL HAVE THE POWER TO APPOINT ONE (1) MEMBER TO THE ARCHITECTURAL CONTROL COMMITTEE UNTIL NINETY-FIVE PERCENT (95%) OF ALL OF THE LOTS IN THE DEVELOPMENT HAVE SOLD. THEREAFTER, THE LOT OWNERS, INCLUDING DECLARANT, SHALL HAVE THE POWER TO APPOINT ALL OF THE ARCHITECTURAL CONTROL COMMITTEE. MEMBERS APPOINTED TO THE ARCHITECTURAL CONTROL COMMITTEE BY THE DECLARANT NEED NOT BE LOT OWNERS. A MAJORITY OF THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE SUCCESSOR SHALL BE APPOINTED BY THE PERSON, ENTITY OR GROUP WHICH APPOINTED SUCH MEMBER UNTIL DECLARANT NO LONGER HAS THE RIGHT TO APPOINT ANY MEMBERS TO THE COMMITTEE, AND THEREAFTER THE LOT OWNERS SHALL APPOINT SUCH A SUCCESSOR. NEITHER THE MEMBERS OF THE COMMITTEE NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT HERETO. IN THE EVENT THE COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS WITHIN THIRTY (30) DAYS AFTER THE SAME HAVE BEEN SUBMITTED TO IT, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. AFTER ALL HOUSES ARE CONSTRUCTED, THE ARCHITECTURAL CONTROL COMMITTEE MAY VOLUNTARILY RESIGN.

(D) NO LANDSCAPING OF PATIOS OR YARDS OR PORTIONS OF LOTS VISIBLE FROM THE STREET OR FROM ANY COMMON AREA SHALL BE UNDERTAKEN BY AN OWNER UNTIL PLANS AND SPECIFICATIONS SHOW IN THE NATURE, KIND, SHAPE, AND LOCATION OF THE MATERIALS SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.

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(E) BEFORE COMMENCEMENT OF ANY ALTERATION OR IMPROVEMENTS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE OWNER SHALL COMPLY WITH ALL APPROPRIATE GOVERNMENTAL LAWS AND REGULATIONS. APPROVAL BY THE COMMITTEE DOES NOT SATISFY THE APPROPRIATE APPROVALS THAT MAY BE REQUIRED BY ANY GOVERNMENTAL ENTITY WITH APPROPRIATE JURISDICTION.

(F) THE INITIAL ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF LEONARD HUFTON, JOANN OLSASKY, AND CHANNY CHAN.

A-3: DWELLING COST, QUALITY, AND SIZE.

NO DWELLING SHALL BE PERMITTED ON ANY LOT AT A CONSTRUCTION COST OF LESS THAN \$200,000.00 BASED UPON COST LEVELS PREVAILING ON THE DATE THESE COVENANTS ARE RECORDED, IT BEING THE INTENTION AND PURPOSE OF THIS COVENANT TO ASSURE THAT ALL DWELLINGS SHALL BE OF A QUALITY OF WORKMANSHIP AND MATERIALS SUBSTANTIALLY THE SAME OR BETTER THAN THAT WHICH CAN BE PRODUCED ON THE DATE THESE COVENANTS ARE RECORDED AT THE MINIMUM PERMITTED DWELLING SIZE. THE GROUND FLOOR AREA OF THE MAIN DWELLING, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 2,000 SQUARE FEET FOR A ONE-STORY DWELLING, NOR SHALL THE GROUND FLOOR AREA BE LESS THAN 1,600 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY.

A-4: BUILDING LOCATION.

NO STRUCTURE SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET OR SIDE LOT LINE THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAN OR AS ESTABLISHED BY THE CITY OF REDWOOD CITY.

A-5: LOT AREA.

NO DWELLING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN 6,000 SQUARE FEET, EXCEPT THAT A DWELLING MAY BE ERECTED OR PLACED ON ANY LOT SHOWN ON THE RECORDED FINAL TRACT MAP.

A-6: EASEMENTS.

EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED TRACT MAP. EACH OWNER SHALL BE RESPONSIBLE FOR MAINTAINING WATER DRAINAGE STRUCTURES NOT SPECIFICALLY MAINTAINED BY PUBLIC AGENCIES AND WATER COURSES FREE OF OBSTRUCTION AND IN GOOD WORKING ORDER. EACH OWNER SHALL BE RESPONSIBLE FOR MAINTAINING DRAINAGE FACILITIES ON HIS OR HER LOTS IN GOOD WORKING ORDER.

A-7: NUISANCES.

NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

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A-8: TEMPORARY STRUCTURES.

NO STRUCTURE OF A TEMPORARY CHARACTER, AND NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. A JOB OR CONSTRUCTION TRAILER MAY BE USED IN CONJUNCTION WITH ACTUAL PERMANENT DWELLING CONSTRUCTION ACTIVITIES AND IN SUCH CASE FOR NO LONGER PERIOD THAN ONE YEAR FOR EACH PERMANENT DWELLING UNDER CONSTRUCTION PROVIDING CITY APPROVALS ARE OBTAINED.

A-9: SIGNS.

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN SIX SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. DURING THE DECLARANT'S SALES PERIOD, THE DECLARANT SHALL HAVE THE RIGHT TO DISPLAY A PROJECT SIGN OF A SIZE APPROVED BY THE CITY OF REDWOOD CITY.

A-10: OIL AND MINING OPERATIONS.

NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERRECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

A-11: LIVESTOCK AND POULTRY.

NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT OF DOGS, CATS, OR OTHER HOUSEHOLD PETS (COLLECTIVELY, "HOUSEHOLD PETS"), NOT TO EXCEED FOUR HOUSEHOLD PETS PER HOUSEHOLD, MAY BE KEPT.

A-12: GARBAGE AND REFUSE DISPOSAL.

NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE. SUCH MATERIAL SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION, AND SHALL BE HIDDEN IN VIEW FROM ANY STREET BY APPROPRIATE LANDSCAPING OR FENCING.

A-13: AUTOMOBILES, TRUCKS, BOATS, TRAILERS AND SPORTS EQUIPMENT.

NO MORE THAN ONE (1) AUTOMOBILE AND/OR TRUCK BELONGING TO THE OWNER MAY BE PARKED ON THE STREET AT ANY ONE TIME. NO TRAILER, RECREATIONAL VEHICLE, BOAT, TRUCK, OR INOPERATIVE VEHICLE SHALL BE KEPT OR STORED ON ANY LOT, UNLESS ENCLOSED WITHIN A CARPORT OR GARAGE, OR UNLESS IT IS KEPT OR STORED ON THE REAR 50 FEET OF THE LOT. NO SPORTS EQUIPMENT OF ANY TYPE MAY BE CONSTRUCTED, FASTENED OR OTHERWISE INSTALLED, EITHER PERMANENTLY OR TEMPORARILY, WITHIN 30 FEET OF THE FRONT PROPERTY LINE.

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A-14: AERIALS.

NO RADIO OR TELEVISION OR OTHER AERIAL, ANTENNA, SATELLITE DISH, TOWER OR TRANSMITTING OR RECEIVING AERIAL, OR SUPPORT THEREOF SHALL BE ERECTED, INSTALLED, PLACED OR MAINTAINED UPON ANY LOT OR UPON ANY BUILDING OR STRUCTURE, EXCEPT THOSE DEVICES WHICH MAY BE ERECTED, INSTALLED, PLACED, OR MAINTAINED AND USED UNDER EAVES OR ENTIRELY WITHIN THE ENCLOSED PORTION OF THE INDIVIDUAL DWELLING UNIT OR GARAGE; AND IN NO EVENT SHALL SUCH DEVICES PROTRUDE ABOVE THE HIGHEST POINT OF THE DWELLING SITUATED UPON SUCH LOT.

PART B. GENERAL PROVISIONS.

B-1: TERM.

ALL OF THE RESTRICTIONS, CONDITIONS, COVENANTS, AND AGREEMENTS SHALL APPLY TO ALL OF THE LOTS AS HEREINABOVE SET FORTH AND ARE MADE FOR THE DIRECT AND RECIPROCAL BENEFIT THEREOF, AND IN FURTHERANCE OF A GENERAL PLAN FOR THE IMPROVEMENT OF SAID TRACT, AND THE RESTRICTIONS, CONDITIONS, COVENANTS AND AGREEMENTS SHALL ATTACH TO AND RUN WITH THE LAND. SAID RESTRICTIONS, CONDITIONS COVENANTS, AND AGREEMENTS SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 35 YEARS FROM THE DATE THESE RESTRICTIONS, CONDITIONS, COVENANTS, AND AGREEMENTS ARE RECORDED, AFTER WHICH TIME THEY SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS.

B-2: ENFORCEMENT.

IF THE PARTIES HERETO, OR THEIR SUCCESSORS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN DURING THE PERIOD FOR WHICH THEY ARE IN FORCE, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY REAL PROPERTY SUBJECT THERETO TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, OR EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

B-3: SUBORDINATION.

A BREACH OF ANY OF THE COVENANTS CONTAINED HEREIN SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE AS TO SAID PREMISES OR ANY PART THEROF. HOWEVER, SAID COVENANTS SHALL BE BINDING UPON AND EFFECTIVE AGAINST ANY OWNER OF SAID PREMISES WHOSE TITLE THERETO IS ACQUIRED BY FORECLOSURE, TRUSTEE'S SALE OR OTHERWISE.

B-4: SEVERABILITY.

INVALIDATION OF ANY ONE OR MORE OF THESE COVENANTS SHALL IN NO WAY AFFECT ANY OF THE OTHER COVENANTS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

B-5: AMENDMENT.

THESE COVENANTS, CONDITIONS AND RESTRICTIONS MAY BE AMENDED BY WRITTEN CONSENT OF 51% OF THE THEN RECORD OWNERS OF LOTS COVERED BY THE RESTRICTIONS AND SHALL BECOME EFFECTIVE UPON RECORDATION OF THE PROPER DOCUMENT IN THE OFFICE OF THE SAN MATEO COUNTY RECORDER.

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PART C. LANDSCAPING.

EACH HOMEOWNER SHALL BE REQUIRED TO COMPLETE FRONT YARD LANDSCAPING AND SIDE YARD LANDSCAPING THAT IS VISIBLE FROM ANY STREET WITHIN FOUR (4) MONTHS AFTER CLOSING ESCROW ON EACH HOME.

PART D: MISCELLANEOUS.

D-1: COVENANTS, ETC., TO RUN WITH LAND:

ALL RIGHTS, OBLIGATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH THE LAND, AND IN RUNNING WITH THE LAND, SHALL BE A COVENANT APPURTENANT TO EACH OF THE PARCELS DESCRIBED THEREIN, AND SHALL BE CONSIDERED FOR THE BENEFIT OF EACH OF THE PARCELS CONTAINED HEREIN.

D-2: EFFECTIVENESS:

THIS DECLARATION IS BINDING ON THE SUCCESSORS OF INTEREST ON ALL PARTIES HERETO AND SHALL BE A BURDEN ON THE LAND OF ALL PARTIES HERETO.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE HERETO SET THEIR HAND AND SEAL THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

DECLARANT:

HARBOR COLONY 88, a California Limited Partnership.

Pan-Cal Investment Co., Inc., General Partner

By: *David K. Chui*
David K. Chui, President

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3006 (6/82) - (Corporation as a Partner of a Limited Partnership)
First American Title Company

STATE OF CALIFORNIA Santa Clara ss.
COUNTY OF Santa Clara
On March 9, 1989 before me, the undersigned, a Notary Public in and for
said State, personally appeared David K. Chui
personally known to me (or proved to me on the
basis of satisfactory evidence) to be the persons who executed the within instrument as
President XXXXXXXXXXXXXXXXXXXX, on behalf of PAN-CAL

the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors, said corporation being known to me to be the general partner of HARBOR COLONY
a California Limited Partnership
the limited 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.
Signature *Lucy Rodriguez*
Lucy Rodriguez



(This area for official notarial seal)

CONSENT AND SUBORDINATION

The undersigned, as trustee under that certain Deed of Trust dated February 1, 1989 and recorded February 10, 1989, under Recorder's Serial No. 89018700, Official Records of San Mateo County, State of California executed by Harbor Colony 88, a California limited partnership, hereby consent to the recordation of Covenants, Conditions and Restrictions herein and hereby subordinates their interest in said Deed of Trust to said Restrictions.

Continental Auxiliary Company, Trustee

By: [Signature]
R. S. Baldwinson, Assistant Vice President

By: [Signature]
Judi Wharton, Assistant Secretary

Dated: March 30, 1989

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STATE OF CALIFORNIA)
COUNTY OF Santa Clara)

On this 30th day of March, 1989, before me the undersigned a Notary Public in and for said Santa Clara County, personally appeared R. S. Baldwinson known to me to be the Assistant Vice President and Judi Wharton known to me to be the Assistant Secretary of the Continental Auxiliary Company, the corporation that executed the within instrument, and also know to me to be the person(s) who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal

[Signature]



Notary Public in and for said Santa Clara County and State.

My Commission expires October 30, 1992.

CONSENT AND SUBORDINATION

The undersigned, as trustee under that certain Deed of Trust dated January 18, 1989 and recorded January 20, 1989, under Recorder's Serial No. 89008613, Official Records of San Mateo County, State of California executed by Harbor Colony 88, a California limited partnership, hereby consent to the recordation of Covenants, Conditions and Restrictions herein and hereby subordinates their interest in said Deed of Trust to said Restrictions.

Continental Auxiliary Company, Trustee

By: Judi Wharton
Judi Wharton, Assistant Secretary
By: Gary Leger
Gary Leger, Assistant Vice President

Dated: March 27, 1989

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss

On this 27th day of March, 1989, before me the undersigned a Notary Public in and for said Santa Clara County, personally appeared Judi Wharton known to me to be the Assistant Secretary and Gary Leger known to me to be the Assistant Vice President of the Continental Auxiliary Company, the corporation that executed the within instrument, and also know to me to be the pers(s) who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal

Lori J. Howe



Notary Public in and for said Santa Clara County and State.
My Commission expires October 30, 1992.

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