

RECORDING REQUESTED BY
First American Title Company
Order No.
Escrow No. 4331-755301-712

DOCUMENT: 19227548

Pages: 7



Fees 25.00
Taxes... 678.70
Copies
AMT PAID 703.70

WHEN RECORDED MAIL TO:
Jay Gurusamy
Shanel A. Gurusamy
633 E. El Camino Real #102
Sunnyvale, CA 94087

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
First American Title Company

RDE # 101
12/15/2006
8:00 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:
Jay Gurusamy
Shanel A. Gurusamy
633 E. El Camino Real #102
Sunnyvale, CA 94087

The undersigned grantor(s) declare(s):
CITY TRANSFER TAX \$ NA
DOCUMENTARY TRANSFER TAX \$ 678.70
SURVEY/MONUMENT FEE \$ NA
XX Computed on the consideration or value of property conveyed, OR
Computed on the consideration or value less liens or encumbrances remaining at
time of sale.

APN 211-08-030 (portion)

GRANT DEED
(New Construction Units)

Signature of Declarant of Agent determining tax
S. McEntyre First American Title

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

AVALON VILLAS, LLC, a Delaware limited liability company

hereby GRANT(S) to Jay Gurusamy and Shanel A. Gurusamy, husband and wife as Community
Property with Right of Survivorship

the real property in the City of Sunnyvale of Santa Clara, State of California, described as

FOR LEGAL DESCRIPTION SEE EXHIBIT "1" and "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS DEED IS MADE AND ACCEPTED SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AS SET
FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR
CYPRESS LANDING RECORDED JUNE 26, 2006, AS DOCUMENT NO. 18988195, OFFICIAL RECORDS, SANTA CLARA COUNTY
(the "DECLARATION"), INCORPORATED HEREIN BY REFERENCE AS IF HERE FULLY SET FORTH.

Dated: October 26, 2006

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

AVALON VILLAS, LLC
a Delaware limited liability company
By: **Hardage Capital LLC,**
a Delaware limited liability company
Its Manager

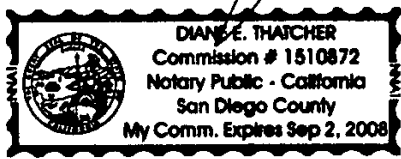
On OCTOBER 26, 2006
before me, DIANE E. THATCHER, notary public
personally appeared SAMUEL A. HARAGE

By:
Sam Hardage
Chairman

RECEIVED & READ

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/~~she/they~~ executed the
same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~
signature(s) on the instrument the person(s) or the entity upon behalf of
which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature



SIGNATURE _____ DATE _____
SIGNATURE _____ DATE _____

Mail Statements as Directed Above

(This area for official notarial seal)

EXHIBIT 1
TO
GRANT DEED TO PURCHASERS
LEGAL DESCRIPTION
(New Construction)

Unit 712 as shown and depicted on the Condominium Plan for Cypress Landing (together with any amendments thereto, collectively, the "**Plan**") which was recorded on June 26, 2006, as Instrument No. 18988194 Official Records of Santa Clara County, California ("**Official Records**"), which Unit is situated on Lot 1 of Tract No. 9634, as shown on the Subdivision Map ("**Map**") filed October 12, 2005, in Book 792 of Maps at Pages 32 and 33, in the Office of the Santa Clara County Recorder, and more particularly described in Exhibit A attached hereto and made a part hereof.

RESERVING THEREFROM, for the benefit of Grantor, its successors and assigns, together with the right to grant and transfer all or a portion of the same, easements for access, ingress, egress, encroachment, enforcement, support, maintenance, drainage, repair, and for other purposes, all as may be shown on the Plan and the Map, and as described in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Cypress Landing (together with any amendments thereto, collectively, the "**Declaration**"), recorded June 26, 2006, as Instrument No. 18988195, Official Records, Santa Clara County.

FURTHER RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and assignees, the right to enter the Unit (i) complete and repair any Improvements located thereon as determined necessary or proper by the Grantor, in its sole discretion, (ii) to comply with requirements for the recordation of subdivision maps or lot line adjustments in the Properties, (iii) for repair of Improvements in accordance with the provisions of the "Right to Repair Law" at California Civil Code Sections 895 through 9415, and (iv) to comply with requirements of applicable governmental agencies. Grantor shall provide reasonable notice to Grantee prior to entry into the Grantee's Unit under this Subsection except for emergency situations, which shall not require notice. For purposes of this paragraph, an "emergency" situation is deemed to exist where there is an imminent threat of injury to persons or damage to property. Nothing in this paragraph limits the right of Grantee to exclusive occupancy and control over the Unit. Any damage to a Unit caused by entry under this paragraph shall be repaired by the Grantor. If Grantee refuses to allow Grantor to exercise the rights reserved in this paragraph, then Grantor may enforce its rights with all legal and equitable remedies available to Grantor. Grantee shall be solely responsible for all costs, damage and injury arising from Grantee's failure to comply with this paragraph, including reasonable attorneys' fees and court costs. The term of this reservation of right of entry shall automatically expire on the date that is twelve (12) years after the date on which this Grant Deed is recorded in Official Records.

SUBJECT TO:

1. Nondelinquent general and special real property taxes and public and private assessments;
2. All other covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, including without limitation, the Declaration, the Plan and the Map;
3. All (i) matters discoverable or ascertainable by inspection or survey of the Unit, (ii) zoning ordinances and regulations and any other laws, ordinances or governmental regulations

restricting the use, occupancy or enjoyment of the Unit, and (iii) any other matters already permitted or approved by Grantee; and

4. The following provisions (collectively, the ***“Right to Repair Provisions”***) pertaining to matters governed by the Requirements for Actions for Construction Defects set forth in Sections 895 through 945i of the California Civil Code, and successor statutes (the ***“Right to Repair”***)

4.1 **Right to Repair Procedures; Grantor Election to Use Alternative Nonadversarial Contractual Provision.** Grantor notifies Grantee of the existence of the prelitigation procedures as set forth in Sections 910 through 938 of the Right to Repair Law (collectively, the ***“Right to Repair Procedures”***) and further notifies Grantee that such procedures impact the legal rights of Grantee. Grantor elects to use its own alternative nonadversarial contractual provisions instead of the Right to Repair Procedures as authorized by Section 914 of the Right to Repair Law. Grantor’s nonadversarial contractual provisions are set forth in Sections 12.4.1 through 12.4.3, inclusive, of the Declaration. Any dispute which is not resolved under those nonadversarial contractual provisions shall be resolved by judicial reference under Section 12.4.4 of the Declaration

4.2 **Grantee Acknowledgment of Receipt.** Grantee, by accepting title to the Unit, acknowledges that Grantor has provided, and Grantee has received, the following:

(a) ***Right to Repair Law.*** A written copy of the Right to Repair Law, which Grantee covenants to provide to any subsequent purchaser of the Property from Grantee.

(b) ***Fit and Finish Limited One Year Warranty.*** Grantee shall provide a copy of Grantor’s Fit and Finish One Year Limited Warranty to any successor purchaser of the Unit who acquires the Unit on or before the first anniversary of the date of the recordation of this Grant Deed in the Official Records.

(c) ***Unit Maintenance Recommendations.*** All maintenance recommendations (including preventive maintenance recommendations) that pertain to the Unit and Improvements constructed thereon (collectively, the ***“Unit Maintenance Recommendations”***) that are available as of the date such information was compiled by Grantor, Notwithstanding the foregoing, Grantor and Grantee acknowledge that as of the date of recordation of this Grant Deed, not all Unit Maintenance Recommendations may be available and, therefore, Grantor shall have the right, by written notice to Grantee, to supplement or amend the Unit Maintenance Recommendations from time to time. Nothing in the Unit Maintenance Recommendations provided by Grantor to Grantee is intended to constitute, nor shall any Unit Maintenance Recommendation be interpreted to constitute, an “enhanced protection agreement” as that term is defined in Section 901 of the California Civil Code. Grantee covenants to faithfully follow all Unit Maintenance Recommendations, and Grantee covenants that it shall require all tenants and other occupants of the Unit to follow all Unit Maintenance Recommendations. Grantee further covenants to provide all Unit Maintenance Recommendations to any subsequent purchaser of the Unit from Grantee.

(d) ***Manufactured Products Maintenance Recommendations and Limited Warranty Information.*** All manufactured product maintenance recommendations (including preventive maintenance recommendations) (collectively, ***“Manufactured Product Maintenance Recommendations”***) and limited warranty information that pertain to the manufactured products installed in the Residence and the Unit (collectively, the ***“Manufactured Product Warranty Information”***) which was available as of the date such information was compiled by Grantor Grantor and Grantee acknowledge that as of the date of recordation of this Grant Deed, not all Manufactured Product Maintenance Recommendations and Manufactured Product Warranty Information may be available and, therefore, Grantor shall have the right, by written notice to Grantee, to supplement or amend the Manufactured Product Maintenance Recommendations and Manufactured Product Warranty Information from time to time, Nothing in the Manufactured Product Maintenance Recommendations and Manufactured Product

Warranty Information provided by Grantor to Grantee is intended to constitute, nor shall any Manufactured Product Maintenance Recommendations and Manufactured Product Warranty Information be interpreted to constitute, an "enhanced protection agreement" as that term is defined in Section 901 of the California Civil Code. Grantee covenants to faithfully follow all Manufactured Product Maintenance Recommendations, and Grantee covenants that it shall require all tenants and other occupants of the Unit to follow all Manufactured Product Maintenance Recommendations. Grantee further covenants to provide all Manufactured Product Maintenance Recommendations and Manufactured Product Warranty Information to any subsequent purchaser of the Unit from Grantee.

4.3 Indemnity of Grantor by Grantee. Grantee agrees to indemnify, defend and hold Grantor free and harmless from any loss, costs or damages arising from Grantee's failure to carry out Grantee's obligations under the terms of these Right to Repair Provisions.

4.4 Covenants to Run With the Land. The Unit shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied and used subject to the Right to Repair Provisions. The Right to Repair Provisions: (i) are intended and shall be construed as covenants running with and binding the Unit pursuant to California Civil Code Section 1468 and as equitable servitudes; (ii) are binding on and burden all persons having or acquiring any right, title or interest in the Unit (during their ownership of such interest), or any part thereof, and their successors and assigns; (iii) shall inure to the benefit of Grantor and its successors and assigns; and (iv) shall automatically terminate and be of no further force or effect upon the expiration of all applicable statutes of limitations or repose for the filing of a complaint or suit or other legal remedies against Grantor under the Right to Repair Law (including any tolling periods)).


GRANTEE ACCEPTANCE, AGREEMENT AND POWER OF ATTORNEY

1. **ACCEPTANCE.** Grantee, by acceptance and recordation of this Giant Deed, (a) accepts and approves this Giant Deed, (b) accepts, covenants, and agrees to be bound by all provisions of the Declaration, including the dispute resolution procedure and waiver of jury trial in Section 12.4 of the Declaration; and (c) understands that this grant is subject to and expressly conditioned upon the performance of such provisions and requirements to be performed by Grantee thereunder. Grantee has read, understood and agreed to the provisions of the Declaration and they are incorporated in this Giant Deed by this reference.


2. **SPECIAL POWER OF ATTORNEY.** Grantee constitutes and irrevocably appoints Grantor, for so long as Grantor owns all or any portion of the "Properties" (as defined in the Declaration) as Grantee's Attorney-in-Fact, for Grantee and for each of Grantee's mortgagees, optionees, grantees, licensees, trustees, receivers, lessees, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, and Grantee hereby conveys to Grantor a special power of attorney coupled with an interest authorizing Grantor to act as Grantee's attorney in fact to prepare, execute, acknowledge and record any amendment to or restatement of the Plan, as Grantor deems to be reasonably necessary in order to correct errors, to conform to n-built conditions, or to bring the Plan into compliance with any City, County, State or Federal laws or regulations.

Signatures on the following page:

Grantee:



Jay Gurusamy




Shanel A. Gurusamy

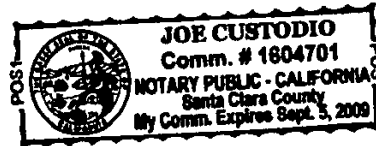
STATE OF CALIFORNIA
COUNTY OF Santa Clara

On ~~the~~ 2 ~~December~~ ^{2, 2006} before me, Joe Custodio, Notary Public, personally appeared Jay Gurusamy, Shanel A. Gurusamy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

X 

Signature of Notary Public



LEGAL DESCRIPTION

Real property in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

A CONDOMINIUM COMPRISED OF

PARCEL ONE:

Condominium Unit No. 712 as depicted upon that certain Condominium Plan for Cypress Landing, recorded June 6, 2006, as Document No. 18988194, Official Records, and the Certificate of Correction to Condominium Plan, recorded August 4, 2006 as Document No. 19048215, Official Records, Santa Clara County (the Plan") and which condominium unit is defined in that certain Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Cypress Landing recorded June 26, 2006, as Document No. 18988195, Official Records, and the First Amendment to Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Cypress Landing recorded July 19, 2006 as Document No. 19025661 Official Records, Santa Clara County, (the "Declaration"), said Unit being situated on Lot 1 as said lot is shown upon that certain Map entitled "Tract No. 9634", which Map was filed in the Office of the Recorder, County of Santa Clara, State of California, on October 12, 2005, in Book 792 of Maps, at pages 32 and 33.

PARCEL TWO:

An undivided 1/57th fee simple interest as a tenant in common in and to the Common Area as shown on the Plan as amended and as defined in the Declaration, as amended.

PARCEL THREE:

The exclusive right to the use, possession and enjoyment of the Exclusive Use Areas appurtenant to Parcel One and Two above, depicted on the Plan, as amended and defined in the Declaration as Balcony and/or Patio, which are set aside and allocated for the exclusive use of the owner of the unit to which they are attached, and for internal and external telephone wiring designed to serve a single unit.

PARCEL FOUR:

The exclusive right to the use, possession and enjoyment of the Exclusive Use Area appurtenant to Parcel One and Two above, for parking of vehicles in Assigned Parking Space No. PS-2, located within a portion of Lot 1 of Tract 9634, as depicted on the Plan, as amended and defined in the Declaration, together with perpetual, non-exclusive easement over the driveways on Lot 1 as necessary for pedestrian and vehicular access to and from the public streets.

PARCEL FIVE:

The exclusive right to the use, possession and enjoyment of the Exclusive Use Area appurtenant to Parcel One and Two above, for parking of vehicles in Assigned Carport Space No. CP-57, located within a portion of Lot 1 of Tract 9634, as depicted on the Plan, as amended and defined

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in the Declaration together with perpetual, non-exclusive easements over the driveways on Lot 1 as necessary for pedestrian and vehicular access to and from the public streets.

PARCEL SIX:

Non-exclusive easement for ingress and egress, support, use, enjoyment and rights over, under, upon and through the Association Property appurtenant to all units as said easements are depicted on the Plan, as amended and as defined in the Declaration.

CYPRESS LANDING

APN: 211-08-030 (Affects this and other property)

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