

FINANCIAL TITLE COMPANY

PRELIMINARY REPORT

Access Financial
Attn: Ricardo E. Archila
1321 Laurel St. Suite B
San Carlos, CA 94070

Branch:
805 Veterans Blvd Suite #310
Redwood City, CA 94063
Phone: (650) 562-2700 Fax: (650) 562-2708
Contact: Denise Ventura/SLS /hmd
Escrow Contact:

Property Address:
**2849 Chamier Place
Fremont, CA 94555**

Order Number: 45078062-595-DV8

Other Reference:
Buyer/Borrower:

In response to the above referenced application for a policy of title insurance, this Company reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms. The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached.

Please read the exceptions shown or referred to below and the Exceptions and Exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land. This report (and any supplements hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The form of policy of title insurance contemplated by this report is:

Eagle Owner's and ALTA Lender's Policy

Dated as of **June 15, 2007** at 7:30 a.m.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee

Title to said estate or interest at the date hereof is vested in:

MARIA AGUIRRE, AN UNMARRIED WOMAN

LEGAL DESCRIPTION

The land referred to in this Report is described as follows:

All that certain real property situated in the City of Fremont, County of Alameda, State of California, described as follows:

Lot 27, Block 4, TRACT 3166, NORTHGATE UNIT NO. 4, filed May 8, 1970, in Book 65 of Maps, Pages 4 to 6, inclusive, in the office of the County Recorder of Alameda County.

APN: LOT: 00027 BLK: 0004

ARB: None

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy would be as follows:

EXCEPTIONS:

1. General and special taxes and assessments for the fiscal year 2007-2008, a lien not yet due or payable.
2. The lien of defaulted taxes for the fiscal year 2006-2007, and any subsequent delinquencies.

Tax Rate Area: 12-014
A. P. No.: 543 0318-027
Amount to redeem: \$2,269.50
Valid through: July 31, 2007
Amount to redeem: \$2,299.70
Valid through: August 31, 2007
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. An easement shown or dedicated on the Map as referred to in the legal description

For: Public Utilities, planting and incidental purposes.
5. Covenants, conditions, restrictions and easements in the document recorded May 8, 1970, Reel 2613, Image 693 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California 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
6. A deed of trust to secure an original indebtedness of \$600,000.00 recorded October 24, 2006 as Series No. 2006396706 of Official Records.

Dated: October 11, 2006
Trustor: Maria Aguirre, an unmarried woman
Trustee: CTC Real Estate Services
Beneficiary: Mortgage Electronic Registration Systems, Inc.
Lender: Countrywide Bank, N.A.

7. A deed of trust to secure an original indebtedness of Amount: None Shown recorded October 24, 2006 as Series No. 2006396707 of Official Records.

Dated: October 13, 2006

Trustor: Maria Aguirre, an unmarried woman

Trustee: CTC Real Estate Services

Beneficiary: Mortgage Electronic Registration Systems, Inc.

Lender: Countrywide Bank, N.A., a Natl. Assn.

8. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as Maria Aguirre. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.

NOTES:

Privacy Promise For Customers

We will not reveal non-public personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Occasionally, due to certain market conditions, it may not be possible to deliver policies of title insurance in a time frame that our clients request. Should you have individual needs please contact the title operation that issued this report. We recognize, appreciate and understand your needs.

- a. STR applies: YES.
- b. This report does not reflect requests for notice of default, requests for notice of delinquency, subsequent transfers of easements, and similar matters not germane to the issuance of the policy of title insurance anticipated hereunder.
- c. If this company is requested to disburse funds in connection with this transaction, Chapter 598 of 1989 Mandates of the California Insurance Code requires hold periods for checks deposited to escrow or sub-escrow accounts. Such periods vary depending upon the type of check and anticipated methods of deposit should be discussed with the escrow officer.
- d. No endorsement issued in connection with the policy and relating to covenants, conditions or restrictions provides coverage for environmental protection.
- e. Our investigation has been completed and the improvements located on the land described herein is a Single Family Residence known as **2849 Chamier Place, Fremont, CA 94555**.

At the close of escrow, an ALTA Lenders Policy of Title Insurance will be issued with 100 and 116 series Endorsements.

- f. If the land is an improved residential lot on which there is located a one-to-four family residence and each insured buyer is a natural person, and unless otherwise directed, we will issue the extended coverage CLTA Homeowners Policy of Title Insurance (6/2/98).
- g. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:
- h. A document recorded October 24, 2006 as Series No. 2006396705 of Official Records.

From: Rafael Torres, a married man, as his sole and separate property
To: Maria Aguirre, an unmarried woman

i. General and special taxes and assessments for the fiscal year 2006-2007.

First Installment:	\$2,013.01 Paid
Penalty:	\$0.00
Second Installment:	\$2,013.01 Defaulted
Penalty:	\$211.30
Tax Rate Area:	12-014
A. P. No.:	543 0318-027

NOTE: The above amounts are included in item number 2 of the above exceptions.

This order was generated by Financial Title Company. All questions and recordings should be directed to:

**3130 Crow Canyon Place, Suite 300
San Ramon, CA 94583
Phone No.: (925) 242-5600
Fax No.: (925) 328-1546**

EXHIBIT "A"

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

CLTA Preliminary Report Form
(Rev. 6/98)

CLTA PRELIMINARY REPORT FORM LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

SCHEDULE B

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY FORM - 1990 AND CALIFORNIA LAND TITLE ASSOCIATION HOMEOWNER'S POLICY - EAGLE (6/2/98) EXCLUSIONS FROM COVERAGE

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence of violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on you if you bought the land without knowing of the taking.
4. Risks:
 - a. that are created, allowed or agreed to by you, whether or not they appear in the Public Records;
 - b. that are known to you at the Policy Date, but not to us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to you; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24, or 25.
5. Failure to pay value for your title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the land.This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

2. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) WITH ALTA ENDORSEMENT - FORM 1 COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

EXHIBIT "A" - CONTINUED

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure: (i) to timely record the instrument of transfer; or (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) are shown by the public records.

FINANCIAL TITLE COMPANY

Notice of Opportunity to Earn Interest

You have the opportunity to earn interest on the funds you deposit with us by instructing us to deposit your funds into an interest bearing account. (You do not have an opportunity to earn interest on any funds deposited by a lender.) If you elect to earn interest, there is an additional fee in the amount of \$50.00 for establishing and maintaining such an account. It is important that you consider this cost as it may exceed the actual interest you earn.

Example: A regular savings deposit of \$1,000.00 at an average interest rate of 3.0%* per annum for a 30 day period:

<u>Deposit</u>	x	<u>Rate</u>	÷	<u>Annual</u>	x	<u>Days</u>	=	<u>Total Interest Earned</u>
\$1,000.00	x	.03	÷	360	x	30	=	\$2.50

PLEASE READ THE FOLLOWING CAREFULLY:

A. If you do not want to have your funds deposited into an interest bearing account, please initial this paragraph and return this Notice and such will constitute an instruction to us that your funds be deposited into Financial Title Company's general escrow account. Likewise, non-receipt of this form will also constitute an instruction to us that your funds be deposited into Financial Title Company's general escrow account. For important information regarding the general escrow accounts, please read the disclosure in Paragraph C below. **Initials:** _____

B. If you elect to have your funds earn interest in an interest bearing account using Financial Title Company's depository bank, you **MUST** sign this form, below, and return to Financial Title Company. In addition, you will also need to execute a W-9 and Interest Bearing Account Authorization form, which you can obtain by requesting from your Financial Title Company representative. Please Note – all aforementioned forms are required in our possession before your account can be opened and any interest can be accrued. Please be advised that you will be responsible for reporting all earnings to the applicable taxing authorities.

C. Should you not elect to earn interest on your deposit, your funds will be deposited into our general escrow account at a financial institution insured by the FDIC. The general escrow account is restricted and protected against claims by third parties or creditors of Financial Title Company. This is a non-interest bearing account; however, Financial Title Company, may receive certain financial benefits from that financial institution because of the general escrow account and its on-going banking relationship. These benefits may include, without limitation, credits allowed by such financial institution on loans to Financial Title Company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. We do not have an obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by Financial Title Company. Any such benefits shall be deemed additional compensation of Financial Title Company for its services in connection with the escrow.

ELECTION TO EARN INTEREST:

I HEREBY AUTHORIZE AND DIRECT FINANCIAL TITLE COMPANY TO OPEN AN INTEREST BEARING ACCOUNT AT FINANCIAL TITLE COMPANY'S DEPOSITORY BANK AND TO CHARGE THE ADDITIONAL FEE FOR THIS SERVICE.

SIGNATURE: _____

DATE: _____

SIGNATURE: _____

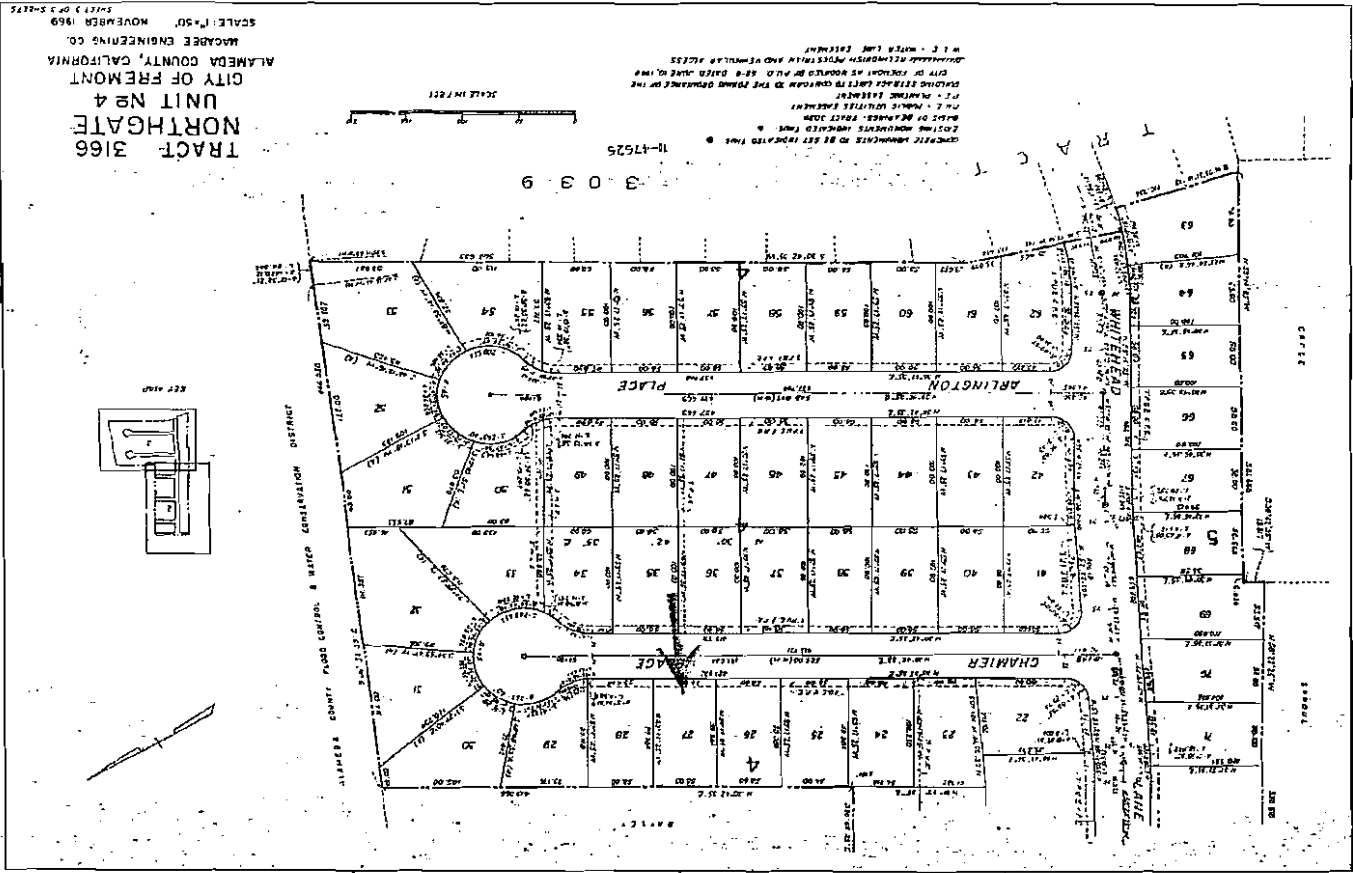
DATE: _____

* Please note that this interest rate is only an example and Financial Title Company does not guaranty the availability of any specific rate.

Dated: July 19, 2007

Escrow No.: 45078062-595-DV8

MAP Bk. 65 Pg. 6



ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1 (b) of the Government Code, please take note of the following:

“If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and maybe removed pursuant to Section 12956.1 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 base on familial status.”

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RECORDED at REQUEST OF
Title Insurance & Trust Co. b21
At 9 A. M.

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MAY - 8 1970

DECLARATION OF RESTRICTIONS

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
JACK G. BLUE
COUNTY RECORDER

TRACT 3166

WHEREAS, THE TI CORPORATION (OF CALIFORNIA), a corporation, formerly Title Insurance and Trust Company, hereinafter called "Declarant", is the record owner of the following real property, to-wit:

ALL that real property situated in the City of Fremont, County of Alameda, State of California, described as follows:

LOTS 1 to 3, inclusive, in Block 1; Lots 4 to 10, inclusive, in Block 2; Lots 11 to 17, inclusive, in Block 3; Lots 18 to 62, inclusive, in Block 4; Lots 63 to 84, inclusive, in Block 5, as said lots and blocks are shown on the map of "Tract 3166, Northgate Unit No. 4, City of Fremont, Alameda County, California", filed May 8th, 1970, in Book 65 of Maps, pages 4 to 6 inclusive, in the office of the County Recorder of Alameda County,

AND WHEREAS, said Declarant desires to subject the said real property to the restrictions hereinafter set forth for the benefit of said real property and for the present and future owners thereof;

NOW THEREFORE, said Declarant declares that all of the above described real property is held and shall be conveyed subject to the following covenants and restrictions which shall be and operate as covenants running with the land, binding upon and inuring to the benefit of each owner, present and future, of each lot in said Tract 3166, and for the benefit of all such lots.

1. The word "lot" as used herein means the site for a dwelling and the grounds appurtenant thereto, whether said site consists of a lot or lots designated on said map of Tract 3166, or a portion thereof, or a combination of such lots or portions thereof.
2. The words "said property" shall mean all of the real property affected by this Declaration of Restrictions and refers to such property only.
3. The word "set-back" means the distance between the dwelling house or other structure referred to and the nearest line of the street referred to, measured perpendicularly or radially to the last mentioned line.
4. The word "street" means any street, highway or other thoroughfare shown on said map of Tract 3166, regardless of what name or term shall be used on said map to designate such street, highway or thoroughfare.
5. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than two cars.

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6. No building 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 Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. No building, fence, wall, or other permanent structure shall be erected, altered or placed on any corner lot of any collector street until building plans, specifications, and plot plan showing the location of structure on the lot have been submitted to and approved in writing as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot, by the Architectural Control Committee. Approval shall be as provided in Paragraph 13 hereof.

7. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the 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 cost stated herein for the minimum permitted dwelling size. With respect to dwellings, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet.

8. No building shall be located on any lot nearer than twenty (20) feet to the front lot line or nearer than fifteen (15) feet to any side street line. No building except a detached garage or other outbuilding located sixty (60) feet or more from the front lot line shall be located nearer than five (5) feet to any interior lot line, provided that an attached garage may be located not nearer than three (3) feet to an interior lot line. No dwelling shall be located on any interior lot line nearer than twenty (20) feet to the rear lot line. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

9. No dwelling shall be erected or placed on any lot having a width of less than forty-two (42) feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 5400 square feet, except that a dwelling may be erected or placed on any original lot as shown on the recorded map of Tract 3166.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No industry or manufacturing of any kind shall be engaged in or carried on, and no hospital, sanitarium or institution of a similar kind or like character shall be conducted or maintained on any of said lots, nor shall any trucks, wagons, trailers, equipment or goods be parked, stored or kept on the front portion of any lot in Tract 3166, except during such time as the same are actually being used in connection with the construction of any residential building or pertinent garage or outbuilding on any lot in said Tract 3166.

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11. No structure of a temporary character, 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.

12. The Architectural Control Committee is composed of:

Name	Address
Virgil P. Young, Jr.	2777 Alvarado Street, San Leandro, California
John Brooks	2777 Alvarado Street, San Leandro, California
F. W. Valley	2777 Alvarado Street, San Leandro, California

A majority of the committee may designate a representative of the committee to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of the majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

13. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

14. No fowl, rabbits, livestock or animals of any kind shall be kept or bred on any lot in said tract for commercial purposes, nor in numbers beyond the reasonable needs for the use or consumption by the occupants of the specific premises where kept, and no horses, mules, donkeys, cows, goats, pigs or sheep shall be kept or maintained on any lot in said tract for any use or purpose whatsoever.

15. No commercial vehicles exceeding one-half ton gross weight shall be parked or kept or permitted to remain in front of any residential lot or in any driveway overnight, nor shall any such vehicle be parked in front of any residential lot or any driveway during the daytime for a longer period than is reasonably necessary to load or unload such vehicle.

16. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five 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.

17. 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 erected, maintained or permitted upon any lot.

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18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six (2' and 6') feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines, or in the case of a rounded corner from the intersection of the street property lines, extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.

20. All of the covenants and restrictions set forth in this Declaration of Restrictions are imposed upon said property to the extent herein contained for the direct benefit thereof as a part of the general plan of development and improvement thereof hereby adopted by Declarant. Said covenants and restrictions shall run with the land and continue to be in full force and effect and shall be binding upon Declarant and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

21. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

22. The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

23. Nothing contained in this Declaration shall defeat or impair the lien of any mortgage or deed of trust, but title to any property acquired through foreclosure or sale of any mortgage or deed of trust shall be held subject to all of the provisions hereof.

24. No access will be permitted to and from the eastern line of Heard Road from Lots 1, 2 and 3 in Block 1 and Lot 84 in Block 5, as said lots and blocks are shown on the map of Tract 5166.

25. In the event Declarant shall convey all of its right, title and interest to any partnership, individual or individuals, corporation or corporations, in and to the real property described herein, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such other partnership, individual or individuals, corporation or corporations, shall succeed to all of the rights, powers, reservations, obligations and duties as though such other partnership, individual or individuals, corporation or corporations, had originally been named herein as declarant instead of Declarant.

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IN WITNESS WHEREOF, said corporation has caused its corporate name to be affixed hereto and this instrument to be executed by its agents thereunto duly authorized.

Dated: March 17, 1970

THE TI CORPORATION (OF CALIFORNIA),
a corporation, formerly Title Insurance
and Trust Company

By: Sal Deza
its authorized agent

By: Howard R. Frantz
its authorized agent

TO 44b c
(Corporation)

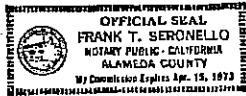
STATE OF CALIFORNIA
COUNTY OF Alameda } SS.

On March 17, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Sal Deza known to me to be the Authorized Agent and Howard R. Frantz known to me to be the Authorized Agent of the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: Frank T. Seronello

Name (Typed or Printed)



TC-47627