

EXHIBIT C

(a) Authority. The person(s) executing this Agreement on behalf of the Homeowners Association are authorized to bind the Homeowners Association and the Homeowners Association is authorized and empowered to perform its obligations hereunder.

(b) Organization and Authority. The Homeowners Association has the full right and authority and has obtained any and all consents required to enter into this Agreement, to consummate or cause to be consummated the sale of the Parking Easement and the other transactions described herein, and to execute, acknowledge and deliver the Homeowners Association Quitclaim Deed and the CC&R Amendment. This Agreement and all of the documents to be delivered by the Homeowners Association at or prior to the Closing hereunder have been and will be authorized and properly executed and will constitute the valid and binding obligations of the Homeowners Association, enforceable in accordance with their terms.

(c) Ownership of Parking Easement. The Homeowners Association is the sole owner of the Parking Easement (and the rights under Section 2.12 of the CC&Rs appurtenant to Parcel 1 identified on the 1982 Map) and, other than the owner of the underlying fee title to Parcel 4 upon which the Parking Easement is situated, no third party or parties hold an interest in such Parking Easement (or the rights under Section 2.12 of the CC&Rs appurtenant to Parcel 1 identified on the 1982 Map).

(d) Requisite Vote of Lot Owners. The Homeowners Association has obtained the requisite number of votes from the owners of the fourteen (14) lots identified on the 1982 Tract Map (as required under the CC&Rs) to enter into this Agreement and to perform the covenants, agreements and obligations of the Homeowners Association described herein. This Agreement, the Homeowners Association Quitclaim Deed and the CC&R Amendment have been approved by the requisite number of owners of the fourteen (14) lots identified on the 1982 Tract Map (as required by the CC&Rs) and such requisite number of owners of such lots have approved the execution and recordation of the Homeowners Association Quitclaim Deed and CC&R Amendment.

(e) "Foreign Person". The Homeowners Association is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code, as amended (the "Code"), and the Homeowners Association will furnish to Buyer, prior to the Closing, an affidavit confirming the same.

The representations and warranties of the Homeowners Association set forth in Sections 7.1(a)-(e) above shall survive the Close of Escrow hereunder. All obligations and liabilities of the parties under this Agreement shall survive the Close of Escrow and shall not merge into the Homeowners Association Quitclaim Deed referred to in Section 5.1(a) above.

7.2 Disclosure. Buyer hereby discloses to the Homeowners Association the following:

Villa Felice



SANTA CLARA
DEVELOPMENT

2185 The Alameda, Santa Clara
San Jose, CA 95128
408.345.1767

DATE: 03.07.2006
PROJECT #: 03-612
SCALE: 1/4" = 1'-0"

NORTH
SHEET # A-

CONCEPTUAL
ELEVATIONS
PLAN 2B - LOT 34



McLarard, Vasquez & Partners INTL

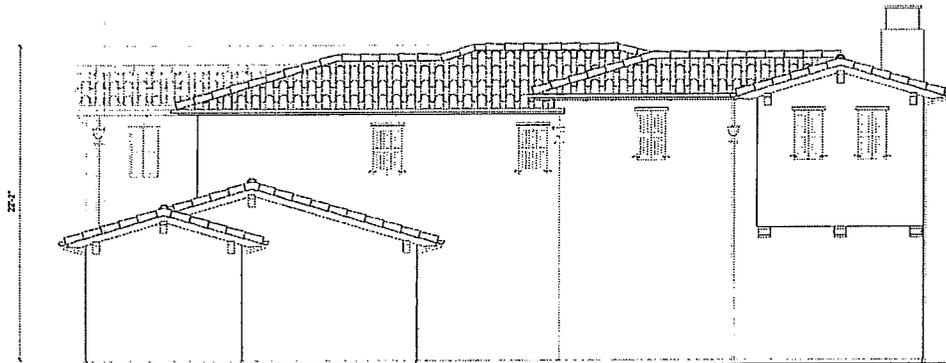
EXHIBIT D



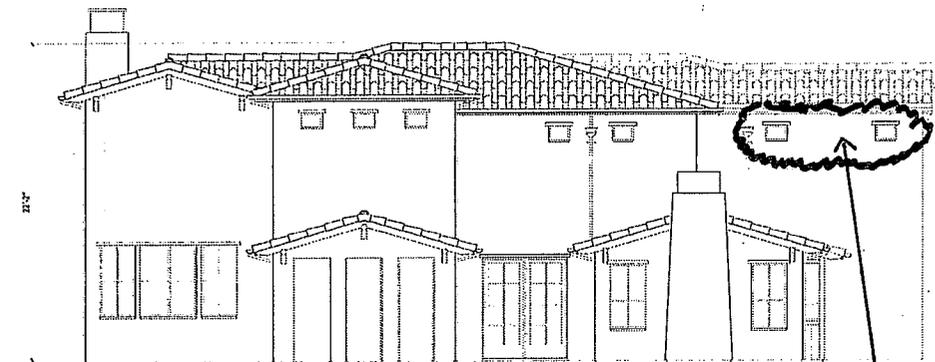
REAR ELEVATION



FRONT ELEVATION



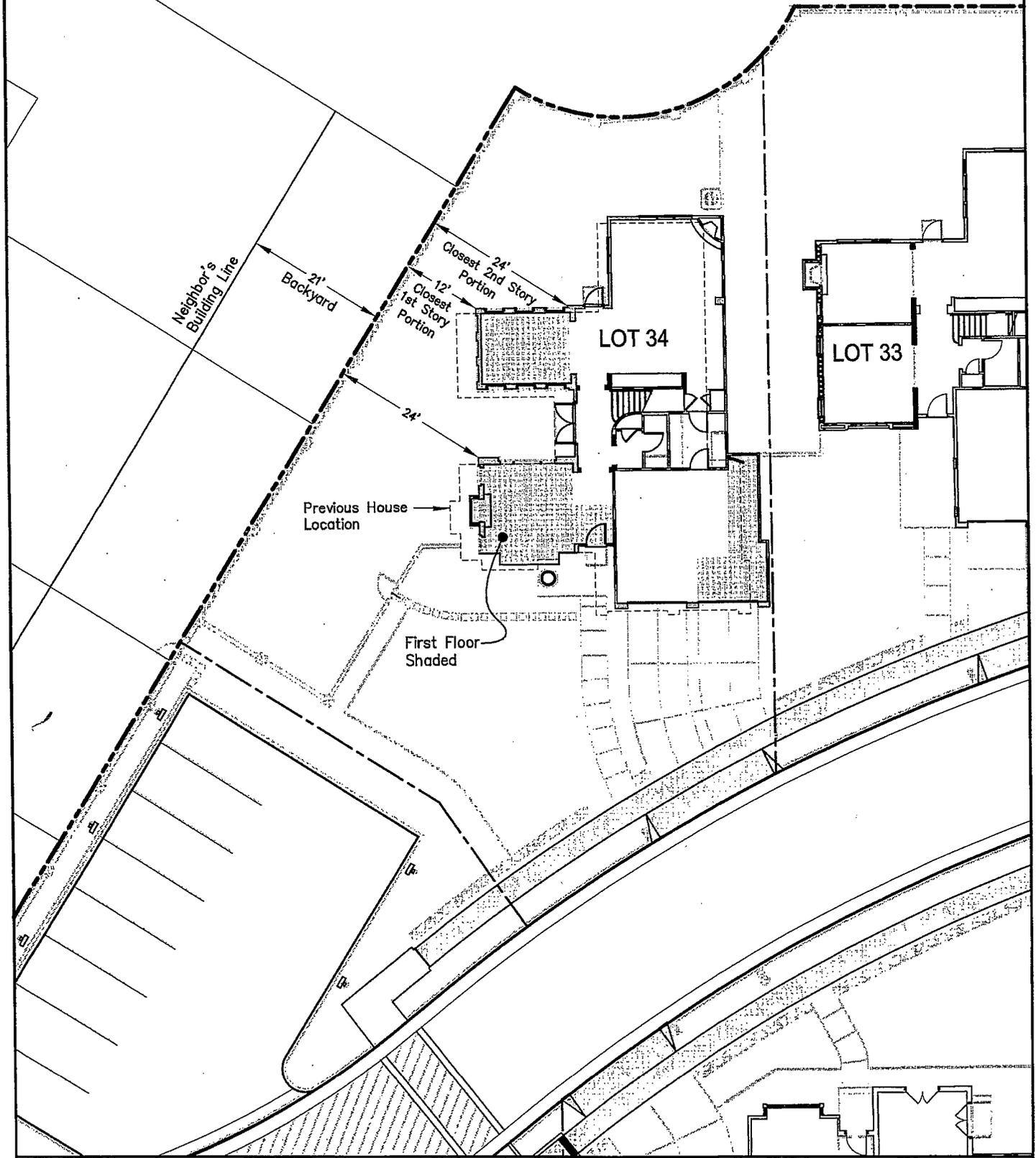
RIGHT ELEVATION



LEFT ELEVATION

Replaced windows

EXHIBIT E



Date: March 10, 2008
 Scale: 1" = 20'
 Designed:
 Drawn:
 Checked:
 Proj. Engr.:
 Dwg Name: 3263EX01.DWG

HMH
ENGINEERS

San Jose
 (408) 487-2200
 Gilroy
 (408) 846-0707
 www.hmh-engineers.com

Lot 34
 House Location Exhibit