

DOC # 2006-0877842



DEC 11, 2006 4:59 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 533.00
OC: OC
PAGES: 4

Recording Requested By:

Chicago Title Company Subdivision Department

When Recorded Return To: **18785**
OMAR HAMID GARCIA HARFUCH
MARIANELA MINA CABRERA
RISCO #43S COL. JARDINES DEL PEDREGAL C.P.
01900 MEXICO, DF



2006-0877842

Order No.: **SP1030201-U12**
Escrow No.: **30367AM**

Mail Tax Statements To:

Same as above.

Handwritten initials: SP, UP, TH

GRANT DEED
AIROSO

The undersigned grantor declares:

Documentary Transfer Tax is \$ 517.00.

computed on full value of property conveyed.

computed on full value less value of liens and encumbrances remaining at time of sale.

Unincorporated area; ___City of _____

✓ A.P.N.: 305-190-15-18

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Standard Pacific Corp., a Delaware corporation** ("Grantor"), hereby grants to **OMAR HAMID GARCIA HARFUCH AND MARIANELA MINA CABRERA, HUSBAND AND WIFE AS COMMUNITY PROPERTY** ("Grantee"), the following described property located in the City of San Diego, County of San Diego, State of California:

A condominium more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference.

This Deed is made and accepted upon all items of record, including the easements, covenants, conditions and restrictions set forth in the following, all of which are incorporated in this Deed: (i) the Declaration of Restrictions For Airoso recorded September 8, 2005 as Document No. 2005- 0778030 in the Office of the County Recorder of San Diego County, California , (ii) the Deed And Declaration Establishing Access Easement Rights recorded September 8, 2005 as Document No. 2005- 0778028 in the Office of the County Recorder of San Diego County, California and (iv) any presently existing or future amendments to those documents.

AIROSO SP1030

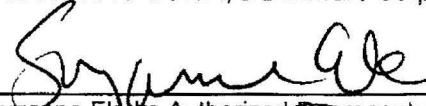
Grantee is hereby notified of the existence of the nonadversarial dispute resolution procedures set forth in California Civil Code Sections 910 through 938. These procedures impact the legal rights of the Grantee and Grantee's successors, assigns, subsequent owners, heirs, and parties holding any right or interest in the property. Grantee, by acceptance and recordation of this Grant Deed, on behalf of Grantee and Grantee's successors, assigns, subsequent owners, heirs, and parties holding any right or interest in the property ("Subsequent Owners"), (a) accepts and approves this Grant Deed, and (b) accepts, covenants, and agrees to be bound by and the beneficiary of all provisions of the Declaration and the Home Builder's Limited Warranty ("Home Warranty") (if such Home Warranty was provided by Grantor), referenced therein, including without limitation the binding arbitration procedure and the limitation of statutory and common law remedies described therein. If a Home Warranty was not provided by Grantor, the dispute resolution procedures of the Home Warranty shall not be applicable, and instead the secondary dispute resolution procedures shall apply. Nothing in the Home Warranty (if applicable) or any other document provided by Grantor in conjunction with the initial sale of property diminishes any rights or obligations Grantor, Grantee or Subsequent Owners may have under California Code Sections 985 through 945.5 (the "Fix It Law"). The Home Warranty (if applicable) does not constitute an "enhanced protection agreement" under California Civil Code Section 901 or alternative nonadversarial contractual provisions under Civil Code Section 914. Grantor and Grantee intend that these provisions are covenants which shall run with the land and be binding upon all Subsequent Owners. Should it be determined that any of these provisions are not covenants which run with the land, Grantor and Grantee intend that these provisions are equitable servitudes which run with the land and are binding upon all Subsequent Owners. Grantor and Grantee also intend that these provisions may be enforced by Grantor against Grantee and Subsequent Owners even if Grantor does not own property which is benefited by these provisions. Should any of these provisions be held to be unenforceable, all of the other provisions shall remain binding and enforceable. Should any of these provisions be held to not run with the land, all of the other provisions shall continue to run with the land. The provisions of the Declaration and the Home Warranty (if applicable) are acknowledged to be reasonable and incorporated in this Grant Deed by this reference.

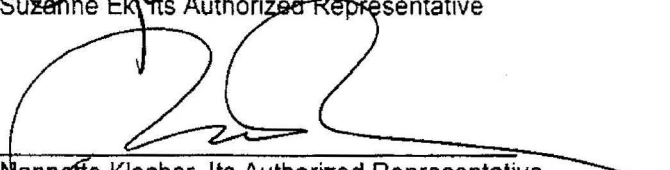
Grantee, by acceptance and recordation of this Deed, on behalf of Grantee and Grantee's successors, assigns and heirs, (a) accepts and approves of this Deed and (b) accepts, covenants and agrees to be bound by all the provisions of the documents described above, which provisions are acknowledged to be reasonable and incorporated in this Deed by reference.

IN WITNESS WHEREOF, this instrument has been executed on October 13, 2006

Grantor:

STANDARD PACIFIC CORP., a Delaware Corporation

By: 
Suzanne Ek, Its Authorized Representative

By: 
Nannette Klecher, Its Authorized Representative

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On October 13, 2006 before me, Melissa Fagan, Notary Public, personally appeared **Suzanne Ek and Nannette Klecher**, 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 Melissa Fagan (Seal)



EXHIBIT "A"
TO CONDOMINIUM GRANT DEED
Airoso

Condominium No. 201 as shown upon AIROSO CONDOMINIUM PLAN recorded September 8, 2005 as Document No. 2005- 0778029, Official Records of San Diego County, California (the "**Condominium Plan**") being a condominium project located within Lots 1 through 9, inclusive, of PACIFIC HIGHLANDS RANCH UNIT NO. 16, in the City of San Diego, County of San Diego, according to Map thereof No. 14836, filed in the Office of the County Recorder of San Diego County, California, on July 7, 2004:

PARCEL 1 (Residential Unit):

The Residential Unit with the same number as the Condominium described above.

PARCEL 2 (Common Area):

An appurtenant undivided interest in the Common Area described in the Condominium Plan equal to the reciprocal of the number of Residential Units in the Phase in which the Residential Unit described in PARCEL 1 above is located.

PARCEL 3 (Easement Over Association Property):

Non-exclusive appurtenant easements in and to the Association Property now or hereafter owned by AIROSO HOMEOWNERS ASSOCIATION, a California Nonprofit Mutual Benefit Corporation ("**Association**"). "Association Property" is defined in the Condominium Plan and in the Declaration of Restrictions For Airoso.

RESERVING THEREFROM the exclusive right to possession and use of any Exclusive Use Area shown on Condominium Plan.

PARCEL 4 (Access Over Drives):

A non-exclusive appurtenant easement for ingress and egress over the "**Drives**" within Lots 1 through 9, inclusive, of PACIFIC HIGHLANDS RANCH UNIT NO. 16, in the City of San Diego, County of San Diego, according to Map thereof No. 14836, filed in the Office of the County Recorder of San Diego County, California, on July 7, 2004, pursuant and subject to the terms and provisions of that certain Deed And Declaration Establishing Access Easement Rights described in the Deed to which this Exhibit is attached.

PARCEL 5 (Exclusive Use Areas):

The exclusive right to use any Exclusive Use Area shown on the Condominium Plan as being appurtenant to the Residential Unit described in PARCEL 1 above.