

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

8588



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
August 24, 2009

SUBJECT: Abatement of Public Nuisance [Grading without permit/ Construction without permit]
Case No.: CV 07-7450 & CV 06-0356 (ADAMS)
Subject Property: 33171 Madera De Playa, Temecula;
APN: 951-080-032
District Three

RECOMMENDED MOTION: Move that:

Departmental Concurrence

- (1) The grading without permits on the real property located 33171 Madera De Playa, Temecula, Riverside County, California, APN: 951-080-032, be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit grading of more than fifty (50) cubic yards without a grading permit.
- (2) A five (5) year hold on the issuance of building permits and land use approvals be placed on The Property.

JULIE R. JARVI, Deputy County Counsel
For PAMELA J. WALLS, County Counsel

(Continued)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 9, 2010
xc: Co. Co., Sheriff, CED(2), Prop. Owner

Kecia Harper-Ihem
Clerk of the Board

By:

Deputy

Prev. Agn. Ref.:

District: 3

Agenda Number:

- (3) Nathanael William Adams, the Owner of the subject real property or whoever has possession or control of the premises, be directed to restore or remediate the unpermitted grading within ninety (90) days.
- (4) If the owner or whoever has possession or control of the real property does not take the above described action within ninety (90) days of the date of the mailing and posting of the Board's Order to Abate, that representatives of the Code Enforcement Department are authorized to obtain the services of a contractor, to restore the property so as to prevent offsite drainage and slope erosion. Entry onto the property for purposes of abating the nuisance shall be either on receipt of the consent of the owner of the subject real property or by seizure warrant or other court order if necessary.
- (5) The construction without permits of a foam pit structure on the real property located 33171 Madera De Playa, Temecula, Riverside County, California, APN: 951-080-032, be declared a public nuisance and a separate violation of Riverside County Ordinance No. 457 which does not permit construction without a permit.
- (6) The owner be required either (1) to expeditiously apply for and obtain appropriate construction permits from the County of Riverside within ninety (90) days of the date of the Board's Order for the construction located on the property without a permit; or (2) to demolish and lawfully remove the unpermitted construction within ninety (90) days of the date of the Board's Order and after obtaining any and all appropriate permits and approvals from Riverside County.
- (7) If the unpermitted construction is not removed, or permitted in accordance with Riverside County Ordinance No 457 (RCC Title 15), within ninety (90) days of the of the Board's Order to Abate, the unpermitted construction and any contents therein shall be abated by representatives of Riverside County Code Enforcement Department, a contractor or the Sheriff's Department. Entry onto the property for purposes of abating the nuisance shall be either on receipt of the consent of the owner of the subject real property or by seizure warrant or other court order if necessary.
- (8) The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance No. 725.
- (9) Upon the restoration of the property and payment of all abatement costs assessed against the property the five (5) year hold on the issuance of building permits and land use approvals will be lifted.
- (10) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the grading without a permit and the construction without permits on the real property are declared to be in violation of Riverside County Ordinance No. 457 and public nuisances, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An inspection was made of the subject property by the Code Enforcement Officer on December 19, 2007. The inspection revealed several motorcycle jumps had been graded on the property and that the jumps deviated from the natural topography in violation of Riverside County Ordinance No. 457 (RCC Title 15). The Officer estimates that approximately two hundred sixty (260) cubic yards of dirt has been graded. The inspection also revealed that a foam pit structure had been constructed on the Property. A search of Riverside County records indicates that no permit for the grading or the construction of the foam pit structure has been obtained. This creates public and attractive nuisances.
2. Follow-up inspections on February 6, 2008, April 24, 2008, December 16, 2008, December 19, 2008, April 27, 2009, and July 18, 2009 revealed that the property continues to be in violation of Riverside County Ordinance No. 457.
3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for grading without a permit and construction without a permit.

BOARD OF SUPERVISORS
PUBLIC HEARING

February 9, 2010
(Continued 9.3 of 1/5/2010)

AGENDA ITEM NO. 9.3

Supplemental Documents

Abatement of Public Nuisance
33171 Madera De Playa, Temecula
Case No. CV06-0356 & CV07-7450

DISTRICT 3

2-9-10 9.3
2010-02-09 8:48

PAMELA J. WALLS
County Counsel

Principal Deputy
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3960 ORANGE STREET, 5TH FLOOR
RIVERSIDE, CA 92501
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 955-6363



January 12, 2010

CONTINUATION
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties
(See Attached Notice List)

Case No.: CV06-0356 & CV07-7450
APN: 951-080-032
Property: 33171 Madera De Playa, Temecula

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits and construction without a permit located on the SUBJECT PROPERTY described as **33171 Madera De Playa, Temecula, Riverside County, California**, and more particularly described as Assessor's Parcel Number 951-080-032.

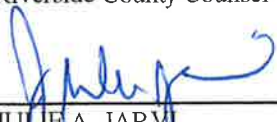
YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by removing the unpermitted construction from the property and by demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by complete restoration/remediation of the un-permitted grading so as to return the SUBJECT PROPERTY to its previous natural condition. Additionally, notice is hereby given that Riverside County Ordinance No. 457 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. The Code Enforcement Department will request that the five year flag be placed on the SUBJECT PROPERTY at the hearing.

SAID HEARING that was held on Tuesday, January 5, 2010, at 9:30 a.m. in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California **has been rescheduled to Tuesday, February 9, 2010 at 9:30 a.m.** at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to this department, will be presented to the Board of Supervisors, for consideration and deliberation in this matter.

Be on notice that in addition to costs that have already accrued for this case, costs associated therewith will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

You are encouraged to contact the Supervising Code Enforcement Officer Hector Viray at (951) 600-6140 or the undersigned prior to the hearing. Please meet the undersigned or Brian Black, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1st floor annex in front of the Clerk of the Board's Office to discuss the case.

PAMELA J. WALLS
Riverside County Counsel



JULIE A. JARVI
Deputy County Counsel

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

Mr. Brian Collins
Collins & Associates Engineering, Inc.
3741 Merced Drive, Suite E-2
Riverside, CA 92503

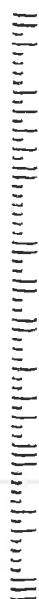
OFFICE OF COUNTY COUNSEL
RIVERSIDE COUNTY
3960 ORANGE STREET 5TH FLOOR
RIVERSIDE CA. 92501

Nathanael William Adams
33839 Pegase Court
Temecula, CA 92592

NIXTE 523 SEP 1 00 04/15/10

RETURN TO ADDRESSEE
NOT DELIVERABLE
UNABLE TO FORWARD

EC: 52501364405 *2504-07978-12-35



02 1P \$ 005.54
0003958246 JAN 12 2010
MAILED FROM ZIP CODE 92501

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

OFFICE OF COUNTY COUNSEL
RIVERSIDE COUNTY
3960 ORANGE STREET 5TH FLOOR
RIVERSIDE CA. 92501

First Magnus Financial Corp.
206 N. Wilmot
Tucson, AZ 85711

MIXIE 850 ME 1 39 04/17/10

REFUSED TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

EC: 32501364405
*7004-01149-12-42

ॐ नमो भगवते वासुदेवाय



02 1P \$ 003.34
0003958246 JAN 12 2010
MAILED FROM ZIP CODE 92501



U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ <u>4.44</u>
Certified Fee	<u>2.80</u>
Return Receipt Fee (Endorsement Required)	<u>2.80</u>
Restricted Delivery Fee (Endorsement Required)	<u>5.84</u>
Total	

11/12/10

Postmark Here

Sent ☐ First-Class Permitted

Sent ☐ Registered Mail

Sent ☐ Signature Required

Sent ☐ Signature Required and Restricted Delivery

Sent ☐ Signature Required and Return Receipt

Sent ☐ Signature Required, Restricted Delivery and Return Receipt

Sent ☐ Signature Required, Restricted Delivery and Return Receipt with Insurance

Sent ☐ Signature Required, Restricted Delivery and Return Receipt with Insurance and Certified Mail

Sent ☐ Signature Required, Restricted Delivery and Return Receipt with Insurance and Certified Mail and Return Receipt

Sandy Adams

P.O. Box 246

Glendale, AZ 85311-0246

CV06-0356 & CV07-7450 Adams 6

NOTICE LIST

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Mr. Brian Collins Collins & Associates Engineering, Inc. 3741 Merced Drive, Suite E-2 Riverside, CA 92503 CV06-0356 & CV07-7450 Adams 6</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Article Number (Transfer from service label) 7009 1680 0000 9025 2560</p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>MERS P.O. Box 2026 Flint, MI 48501-2026 CV06-0356 & CV07-7450 Adams 6</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Article Number (Transfer from service label) 7009 1680 0000 9025 2591</p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Nathanael William Adams 33171 Madera De Playa Temecula, CA 92592 CV06-0356 & CV07-7450 Adams 6</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Article Number (Transfer from service label) 7009 1680 0000 9025 2614</p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

AFFIDAVIT OF POSTING OF NOTICES

January 13, 2010

RE CASE NO: CV077450

I, Jane Tate, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 39493 Los Alamos Road, Suite #A, Murrieta, California 92563 .

That on 1/13/2010 at 1027, I securely and conspicuously posted Continuation Notice to Correct County Ordinance Violations and Abate public Nuisance at the property described as:

Property Address: 33171 MADERA DE PLAYA, TEMECULA

Assessor's Parcel Number: 951-080-032

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on January 13, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Jane Tate, Code Enforcement Officer III



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

AFFIDAVIT OF POSTING OF NOTICES

January 13, 2010

RE CASE NO: CV060356

I, Jane Tate, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 39493 Los Alamos Road, Suite #A, Murrieta, California 92563 .

That on 1/13/2010 at 1027, I securely and conspicuously posted Continuation Notice to Correct County Ordinance Violations and Abate Public Nuisance at the property described as:


Property Address: 33171 MADERA DE PLAYA, TEMECULA

Assessor's Parcel Number: 951-080-032

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on January 13, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Jane Tate, Code Enforcement Officer III

PROOF OF SERVICE
Case Nos. CV06-0356 & CV07-7450

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Yadira Oseguera, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 3960 Orange Street, 5th Floor, Riverside, California 92501.

That on January 12, 2010 I served the following document(s):

CONTINUED
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

Owners or Interested Parties
(see attached notice list)

XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

— **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).

XX **STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.**

— **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.**

EXECUTED ON January 12, 2010 at Riverside, California.


YADIRA OSEGUERA

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



9.3

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding the Abatement of Public Nuisance [Grading without permit/Construction without permit] Case No. CV 07-7450 and CV 06-0356, located at 33171 Madera De Playa, Temecula, 3rd District, the Chairman called the matter for hearing.

Julie Jarvi, Deputy County Counsel asked the item be taken off calendar.

Brian Collins spoke on the matter.

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is continued to Tuesday, February 2, 2010 at 9:30 a.m.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on January 5, 2010 of Supervisors Minutes.

(seal) WITNESS my hand and the seal of the Board of Supervisors
Dated: January 5, 2010
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: [Signature] Deputy

AGENDA NO.
9.3

xc: Co. Co., CED, Prop. Owner, COB

Riverside County Board of Supervisors
Request to Speak

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Brian Collins

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: 1/5/10 **Agenda #** 9.3

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

Riverside County Board of Supervisors
Request to Speak

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Robert Mabee

Address: 3086 Miguel St
(only if follow-up mail response requested)

City: Riverside **Zip:** 92506

Phone #: 788-4858

Date: 1-5-2010 **Agenda #** 9.3 ✓

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
_____ **Support** ☒ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

**BOARD OF SUPERVISORS
PUBLIC HEARING**

**January 5, 2010
(Continued 9.5 of November 3, 2009)**

AGENDA ITEM NO. 9.3

Supplemental Documents

**Abatement of Public Nuisance
33171 Madera De Playa, Temecula
Case No. CV06-0356 & CV07-7450**

DISTRICT 3

2010-01-097864

PAMELA J. WALLS
County Counsel

Principal Deputy
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3535 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 955-6363



November 23, 2009

CONTINUATION
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties
(See Attached Notice List)

Case No.: CV06-0356 & CV07-7450
APN: 951-080-032
Property: 33171 Madera De Playa, Temecula

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as **33171 Madera De Playa, Temecula, Riverside County, California**, and more particularly described as Assessor's Parcel Number 951-080-032.

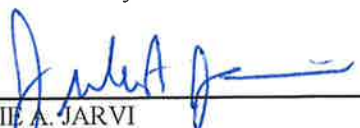
YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by complete restoration/remediation of the un-permitted grading so as to return the SUBJECT PROPERTY to its previous natural condition. Additionally, notice is hereby given that Riverside County Ordinance No. 457 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. The Code Enforcement Department will request that the five year flag be placed on the SUBJECT PROPERTY at the hearing.

SAID HEARING that was held on Tuesday, November 3, 2009, at 9:30 a.m. in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California **has been rescheduled to Tuesday, January 5, 2010 at 9:30 a.m.** at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to this department, will be presented to the Board of Supervisors, for consideration and deliberation in this matter.

Be on notice that in addition to costs that have already accrued for this case, costs associated therewith will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

You are encouraged to contact the Supervising Code Enforcement Officer Hector Viray at (951) 600-6140 or the undersigned prior to the hearing. Please meet the undersigned or Brian Black, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1st floor annex in front of the Clerk of the Board's Office to discuss the case.

PAMELA J. WALLS
Riverside County Counsel



JULIE A. JARVI
Deputy County Counsel

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Track & Confirm

Search Results

Label/Receipt Number: **7009 1680 0000 9032 1501**Service(s): **Certified Mail™**Status: **Notice Left**

We attempted to deliver your item at 11:52 AM on November 24, 2009 in TEMECULA, CA 92592 and a notice was left. No further information is available for this item.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

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No FEAR Act EEO Data

FOIA

United States Postal Service
America's Mailing PartnerUnited States Postal Service
America's Mailing Partner

7009 1680 0000 9032 1501

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com**OFFICIAL USE**

Postage	\$ 44
Certified Fee	2.86
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 59.16

mailed
11/23/09
Postmark
Here

NATHANAEL WILLIAM ADAMS
33171 MADERA DE PLAYA
TEMECULA, CA. 92592
CV07-7450 * CV06-0356 *ABT* ADAMS 6

PS Form 3800, August 2006

See Reverse for Instructions

[Home](#) | [Help](#) | [Sign In](#)[Track & Confirm](#)[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: **7009 1680 0000 9032 1495**Service(s): **Certified Mail™**Status: **Notice Left**

We attempted to deliver your item at 11:31 AM on November 24, 2009 in TEMECULA, CA 92592 and a notice was left. No further information is available for this item.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

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No FEAR Act EEO Data

FOIA

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 44
Certified Fee	2.20
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.84
mailed 11/23/09 Postmark Here	
Sent To NATHANAEL WILLIAMS ADAMS 33839 PEGASE COURT TEMECULA, CA. 92592 CV07-7450 * CV06-0356 *ABT* ADAMS 6	
PS Form 3800, August 2006 See Reverse for Instructions	

NOTICE LIST

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

Nathanael William Adams
33171 Madera De Playa
Temecula, CA 92592

Nathanael William Adams
33839 Pegase Court
Temecula, CA 92592

MERS
P.O. Box 2026
Flint, MI 48501-2026

First Magnus Financial Corp.
206 N. Wilmot
Tucson, AZ 85711

Sandy Adams
P.O. Box 246
Glendale, AZ 85311-0246

Mr. Brian Collins
Collins & Associates Engineering, Inc.
3741 Merced Drive, Suite E-2
Riverside, CA 92503

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

2. Article Number
(Transfer from service label)
PS Form 3811, February 2004

Domestic Return Receipt

7009 1680 0000 9032 1457

102595-02-M

**MR. BRIAN COLLINS
COLLINS & ASSOCIATES
ENGINEERING INC
3741 MERCED DR. SUITE E2
RIVERSIDE, CA. 92503
CV07-7450 * CV06-0356 * ABT * ADAMS 6**

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Addressee

B. Received by (Printed Name) ☐ Date of Delivery

C. Is delivery address different from item 1? ☐ Yes
☒ No

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**MERS
P O BOX 2026
FLINT, MI 48501-2026
CV07-7450 * CV06-0356 * ABT * ADAMS 6**

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Addressee

B. Received by (Printed Name) ☐ Date of Delivery

C. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)
PS Form 3811, February 2004

Domestic Return Receipt

7009 1680 0000 9032 1457

102595-02-M

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

OFFICE OF COUNTY COUNSEL
3960 ORANGE STREET, 5TH FLOOR
RIVERSIDE, CA. 92501

[illegible]

PROOF OF SERVICE
Case Nos. CV06-0356 & CV07-7450

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Yadira Oseguera, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 3535 Tenth Street, Suite 300, Riverside, California 92501-3674.

That on November 23, 2009 I served the following document(s):

CONTINUED
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

Owners or Interested Parties
(see attached notice list)

XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

— **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).

XX **STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.**

— **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.**

EXECUTED ON November 23, 2009 at Riverside, California.


YADIRA OSEGUERA



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

JOHN BOYD
Director

AFFIDAVIT OF POSTING OF NOTICES

November 24, 2009

RE CASE NO: CV077450

I, Mike Sanders, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 39493 Los Alamos Road, Suite #A, Murrieta, California 92563 .

That on 11/24/2009 at 12:14 PM, I securely and conspicuously posted Continuation Notice to Correct County Ordinance Violations and Abate Public Nuisance. at the property described as:

Property Address: 33171 MADERA DE PLAYA, TEMECULA

Assessor's Parcel Number: 951-080-032

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on November 24, 2009 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Mike Sanders, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

AFFIDAVIT OF POSTING OF NOTICES

November 24, 2009

RE CASE NO: CV060356

I, Mike Sanders, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 39493 Los Alamos Road, Suite #A, Murrieta, California 92563 .

That on 11/24/2009 at 12:14 PM, I securely and conspicuously posted Continuation Notice to Correct County Ordinance Violations and Abate Public Nuisance at the property described as:

Property Address: 33171 MADERA DE PLAYA, TEMECULA

Assessor's Parcel Number: 951-080-032

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on November 24, 2009 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Mike Sanders, Sr. Code Enforcement Officer

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



9.5

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding the Abatement of Public Nuisance [Grading without Permit] Case Nos. CV 07-7450 and CV 06-0356 located at 33171 Madera De Playa, Temecula, 3rd District.

Jonathan Holub, Deputy County Counsel asked the matter be continued.

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is continued to Tuesday, January 5, 2010 at 9:30 a.m.

Roll Call:

Ayes: Tavaglione, Stone and Ashley
Nays: None
Absent: Buster

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on November 3, 2009 of Supervisors
Minutes.

(seal) WITNESS my hand and the seal of the Board of Supervisors
Dated: November 3, 2009
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: Kenneth Buster Deputy

AGENDA NO.
9.5

xc: Co. Co., CED, Prop. Owner, COB

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

858B



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
August 24, 2009

SUBJECT: Abatement of Public Nuisance [Grading without permit/ Construction without permit]
Case No.: CV 07-7450 & CV 06-0356 (ADAMS)
Subject Property: 33171 Madera De Playa, Temecula;
APN: 951-080-032
District Three

RECOMMENDED MOTION: Move that:

Departmental Concurrence

- (1) The grading without permits on the real property located 33171 Madera De Playa, Temecula, Riverside County, California, APN: 951-080-032, be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit grading of more than fifty (50) cubic yards without a grading permit.
- (2) A five (5) year hold on the issuance of building permits and land use approvals be placed on The Property.


JULIE A. JARVI, Deputy County Counsel
For PAMELA J. WALLS, County Counsel

(Continued)

FINANCIAL
DATA

Current F.Y. Total Cost:

\$ N/A

In Current Year Budget:

N/A

Current F.Y. Net County Cost:

\$ N/A

Budget Adjustment:

N/A

Annual Net County Cost:

\$ N/A

For Fiscal Year:

N/A

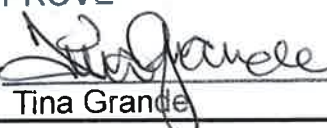
SOURCE OF FUNDS:

Positions To Be
Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Tina Grande

County Executive Office Signature

☐ Consent
☒ Policy

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 3

Agenda Number:

9.5

- (3) Nathanael William Adams, the Owner of the subject real property or whoever has possession or control of the premises, be directed to restore or remediate the unpermitted grading within ninety (90) days.
- (4) If the owner or whoever has possession or control of the real property does not take the above described action within ninety (90) days of the date of the mailing and posting of the Board's Order to Abate, that representatives of the Code Enforcement Department are authorized to obtain the services of a contractor, to restore the property so as to prevent offsite drainage and slope erosion. Entry onto the property for purposes of abating the nuisance shall be either on receipt of the consent of the owner of the subject real property or by seizure warrant or other court order if necessary.
- (5) The construction without permits of a foam pit structure on the real property located 33171 Madera De Playa, Temecula, Riverside County, California, APN: 951-080-032, be declared a public nuisance and a separate violation of Riverside County Ordinance No. 457 which does not permit construction without a permit.
- (6) The owner be required either (1) to expeditiously apply for and obtain appropriate construction permits from the County of Riverside within ninety (90) days of the date of the Board's Order for the construction located on the property without a permit; or (2) to demolish and lawfully remove the unpermitted construction within ninety (90) days of the date of the Board's Order and after obtaining any and all appropriate permits and approvals from Riverside County.
- (7) If the unpermitted construction is not removed, or permitted in accordance with Riverside County Ordinance No 457 (RCC Title 15), within ninety (90) days of the of the Board's Order to Abate, the unpermitted construction and any contents therein shall be abated by representatives of Riverside County Code Enforcement Department, a contractor or the Sheriff's Department. Entry onto the property for purposes of abating the nuisance shall be either on receipt of the consent of the owner of the subject real property or by seizure warrant or other court order if necessary.
- (8) The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance No. 725.
- (9) Upon the restoration of the property and payment of all abatement costs assessed against the property the five (5) year hold on the issuance of building permits and land use approvals will be lifted.
- (10) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the grading without a permit and the construction without permits on the real property are declared to be in violation of Riverside County Ordinance No. 457 and public nuisances, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An inspection was made of the subject property by the Code Enforcement Officer on December 19, 2007. The inspection revealed several motorcycle jumps had been graded on the property and that the jumps deviated from the natural topography in violation of Riverside County Ordinance No. 457 (RCC Title 15). The Officer estimates that approximately two hundred sixty (260) cubic yards of dirt has been graded. The inspection also revealed that a foam pit structure had been constructed on the Property. A search of Riverside County records indicates that no permit for the grading or the construction of the foam pit structure has been obtained. This creates public and attractive nuisances.
2. Follow-up inspections on February 6, 2008, April 24, 2008, December 16, 2008, December 19, 2008, April 27, 2009, and July 18, 2009 revealed that the property continues to be in violation of Riverside County Ordinance No. 457.
3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for grading without a permit and construction without a permit.

**BOARD OF SUPERVISORS
PUBLIC HEARING**

**November 3, 2009
(Continued 9.5 of 09/29/09)**

AGENDA ITEM NO. 9.5

Supplemental Documents

**Abatement of Public Nuisance
33171 Madera De Playa, Temecula
Case No. CV06-0356 & CV07-7450**

DISTRICT 3

5000 NOA -

RECEIVED

PAMELA J. WALLS
County Counsel

Principal Deputy
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3535 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 955-6363



October 13, 2009

CONTINUATION
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties
(See Attached Notice List)

Case No.: CV06-0356 & CV07-7450 (Adams)

APN: 951-080-032

Property: 33171 Madera De Playa, Temecula

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as **33171 Madera De Playa, Temecula, Riverside County, California**, and more particularly described as Assessor's Parcel Number 951-080-032.


YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by complete restoration/remediation of the un-permitted grading so as to return the SUBJECT PROPERTY to its previous natural condition. Additionally, notice is hereby given that Riverside County Ordinance No. 457 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. The Code Enforcement Department will request that the five year flag be placed on the SUBJECT PROPERTY at the hearing.

SAID HEARING that was held on Tuesday, September 29, 2009, at 9:30 a.m. in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California **has been rescheduled to Tuesday, November 3, 2009 at 9:30 a.m.** at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to this department, will be presented to the Board of Supervisors, for consideration and deliberation in this matter.

Be on notice that in addition to costs that have already accrued for this case, costs associated therewith will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

You are encouraged to contact the Supervising Code Enforcement Officer Hector Viray at (951) 600-6140 or the undersigned prior to the hearing. Please meet the undersigned or Brian Black, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1st floor annex in front of the Clerk of the Board's Office to discuss the case.

PAMELA J. WALLS
Riverside County Counsel


JULIE A. JARVI
Deputy County Counsel

PROOF OF SERVICE
Case Nos. CV06-0356 & CV07-7450

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Yadira Oseguera, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 3535 Tenth Street, Suite 300, Riverside, California 92501-3674.

That on October 13, 2009 I served the following document(s):

**CONTINUATION
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE**

by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

**Owners or Interested Parties
(see attached notice list)**

XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

— **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).

XX **STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.**

— **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.**

EXECUTED ON October 13, 2009 at Riverside, California.


YADIRA OSEGUERA

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To	
SANDY ADAMS	
P.O. BOX 246	
GLENDALE, AZ. 85311-0246	
CV07-7450 & CV06-0356 ABT (6) ADAMS	
See Reverse for Instructions	

NOTICE LIST

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

Nathanael William Adams
33171 Madera De Playa
Temecula, CA 92592

Nathanael William Adams
33839 Pegase Court
Temecula, CA 92592

MERS
P.O. Box 2026
Flint, MI 48501-2026

First Magnus Financial Corp.
206 N. Wilmot
Tucson, AZ 85711

Sandy Adams
P.O. Box 246
Glendale, AZ 85311-0246

Mr. Brian Collins
Collins & Associates Engineering, Inc.
3741 Merced Drive, Suite E-2
Riverside, CA 92503

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>MR. BRIAN COLLINS COLLINS & ASSOCIATES ENGINEERING INC 3741 MERCED DRIVE, SUITE E-2 RIVERSIDE, CA. 92503 CV07-7450 & CV06-0356 ABT (6) ADAMS</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery 10/1/02</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7009 1680 0000 9032 1082</p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>1. Article Addressed to:</p> <p>NATHANAEL WILLIAM ADAMS 33171 MADERA DE PLAYA TEMECULA, CA 92592 CV07-7450 & CV06-0356 ABT (6) ADAMS</p>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery 10/1/02</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
<p>2. Article Number (Transfer from service label)</p> <p>7009 1680 0000 9032 1136</p> <p>PS Form 3811, February 2004 Domestic Return Receipt 1025</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

NOTICE LIST

Subject Property: 33171 Madera De Playa,
Temecula

Case Nos.: CV 07-7450 & CV 06-0356;
APN: 951-080-032; District 3

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>FIRST MAGNUS FINANCIAL CORP 206 N. WILMOT TUCSON, AZ. 85711 CV07-7450 & CV06-0356 ABT (6) ADAMS</p>		<p>A. Signature <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received-by (Printed Name) <u>NATHANIEL WILLIAM ADAMS</u> C. Date of Delivery <u>10-20-09</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
2. Article Number (Transfer from service label) 7009 1680 0000 9032 1105		7009 1680 0000 9032 1105	
PS Form 3811, February 2004		Domestic Return Receipt	



OFFICE OF COUNTY COUNSEL
RIVERSIDE COUNTY
3535 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3574

NATHANIEL WILLIAM ADAMS
33839 PEGASE COURT
TEMECULA, CA. 92592

NIXIE 923 SE 1 06 10/15/09
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 92501967499 *0704-00009-13-45
92501967499

NOTICE LIST

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Blaine K. Clark</u> C. Date of Delivery <u>OCT 21 2009</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
1. Article Addressed to: MERS P. O. BOX 2026 FLINT, MI 48501-2026 CV07-7450 & CV06-0356 ABT (6) ADAMS		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, February 2004		Domestic Return Receipt	

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



9.5

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding the Abatement of Public Nuisance [Grading without Permit/ Construction without permit] Case Nos. CV 07-7450 and CV 06-0356 located at 33171 Madera De Playa, Temecula, 3rd District.

Julie Jarvi, Deputy County Counsel asked for a continuance.

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is continued to Tuesday, November 3, 2009 at 9:30 a.m.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 29, 2009 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: September 29, 2009
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
(seal) and for the County of Riverside, State of California.

By: [Signature] Deputy

AGENDA NO.
9.5

xc: Co. Co., CED, Prop. Owner, COB

**BOARD OF SUPERVISORS
PUBLIC HEARING**

**September 29, 2009
(Continued 9.2 of September 21, 2009)**

AGENDA ITEM NO. 9.5

Supplemental Documents

**Abatement of Public Nuisance
33171 Madera De Playa, Temecula
Case No. CV06-0356 & CV07-7450**

DISTRICT 3

5000 2EB 58 AM 10: 28

RECEIVED DISTRICT 3



PAMELA J. WALLS
County Counsel

Principal Deputy
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3535 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 955-6363



September 9, 2009

CONTINUATION
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties
(See Attached Notice List)

Case No.: CV06-0356 & CV07-7450 (ADAMS)
APN: 951-080-032
Property: 33171 Madera De Playa, Temecula

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as **33171 Madera De Playa, Temecula, Riverside County, California**, and more particularly described as Assessor's Parcel Number 951-080-032.

YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by complete restoration/remediation of the un-permitted grading so as to return the SUBJECT PROPERTY to its previous natural condition. Additionally, notice is hereby given that Riverside County Ordinance No. 457 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. The Code Enforcement Department will request that the five year flag be placed on the SUBJECT PROPERTY at the hearing.

SAID HEARING that was held on Tuesday, September 1, 2009, at 9:30 a.m. in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California **has been rescheduled to Tuesday, September 29, 2009 at 9:30 a.m.** at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to this department, will be presented to the Board of Supervisors, for consideration and deliberation in this matter.

Be on notice that in addition to costs that have already accrued for this case, costs associated therewith will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

You are encouraged to contact the Supervising Code Enforcement Officer Hector Viray at (951) 600-6140 or the undersigned prior to the hearing. Please meet the undersigned or Ken King, Senior Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1st floor annex in front of the Clerk of the Board's Office to discuss the case.

PAMELA J. WALLS
Riverside County Counsel


JULIE A. JARVI
Deputy County Counsel

PROOF OF SERVICE
Case Nos. CV06-0356 & CV07-7450

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Yadira Oseguera, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 3535 Tenth Street, Suite 300, Riverside, California 92501-3674.

That on September 9, 2009 I served the following document(s):

CONTINUED
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

Owners or Interested Parties
(see attached notice list)

XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

— **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).

XX **STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.**

— **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.**

EXECUTED ON September 9, 2009 at Riverside, California.


YADIRA OSEGUERA

NOTICE LIST

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

Nathanael William Adams
33171 Madera De Playa
Temecula, CA 92592

Nathanael William Adams
33839 Pegase Court
Temecula, CA 92592

MERS
P.O. Box 2026
Flint, MI 48501-2026

First Magnus Financial Corp.
206 N. Wilmot
Tucson, AZ 85711

Sandy Adams
P.O. Box 246
Glendale, AZ 85311-0246

Mr. Brian Collins
Collins & Associates Engineering, Inc.
3741 Merced Drive, Suite E-2
Riverside, CA 92503

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.Print your name and address on the reverse so that we can return the card to you.Attach this card to the back of the mailpiece, or on the front if space permits.		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Nathanael Adams</u> C. Date of Delivery <u>9/15/04</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
1. Article Addressed to: MR. BRIAN COLLINS Collins & Associates Engineering Inc 3741 Merced Drive Suite E-2 Riverside, Ca. 92503 CV07-7450 * CV06-0356 ABT (Adams) 6		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label) PS Form 3811, February 2004		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	
7008 3230 0001 0916 1597		102595-02-M-1540	

OFFICE OF COUNTY COUNSEL
RIVERSIDE COUNTY
3535 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3574

CERTIFIED MAIL™



7008 3230 0001 0916 1611



First Magnus Financial Corp
206 N. Wilmot
Tucson, AZ 85711

603

*X 850 NED 1 8080
FORWARD TIMEX EXP RIN TO
FIRST MAGNUS FINANCIAL
4909 N 44TH ST
PHOENIX AZ 85018-2708

28 09/12/09
SEND

RETURN TO SENDER



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MERS
P. O. Box 2026
Fling, MI 48501-2026
CV07-7450 * CV06-0356 ABT (Adams) 6

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
Blaine K. Grant ☐ Addressee
- B. Received by (Printed Name) & Date of Delivery
Blaine K. Grant *SEP 16 2009*
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

7008 3230 0001 0916 1627

Domestic Return Receipt

102595-02-M-1540

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Label/Receipt Number: **7008 3230 0001 0916 1603**Service(s): **Certified Mail™**Status: **Notice Left**

We attempted to deliver your item at 7:53 AM on September 11, 2009 in GLENDALE, AZ 85311 and a notice was left. You may pick up the item at the Post Office indicated on the notice, go to www.usps.com/redelivery, or call 800-ASK-USPS to arrange for redelivery. If this item is unclaimed after 30 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

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For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

mailed
9/11/09
Postmark
Here

7008 3230 0001 0916 1603

Sandy Adams
P.O. Box 246
Glendale, AZ 85311-0246
CV07-7450 * CV06-0356 ABT (Adams) 6

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Track & Confirm

Search Results

 Label/Receipt Number: **7008 3230 0001 0916 1634**

 Service(s): **Certified Mail™**

 Status: **Notice Left**

We attempted to deliver your item at 12:27 PM on September 10, 2009 in TEMECULA, CA 92592 and a notice was left. You may pick up the item at the Post Office indicated on the notice, go to www.usps.com/redelivery, or call 800-ASK-USPS to arrange for redelivery. If this item is unclaimed after 30 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

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Enter Label/Receipt Number.



Notification Options

Track & Confirm by email

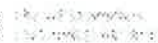
Get current event information or updates for your item sent to you or others by email.


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For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 1.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54
<div> <div> <div>Sent</div> <div>Street or PO</div> <div>City</div> <div>PS F</div> </div> <div> <div>Nathanael William Adams</div> <div>33859 Pegase Court</div> <div>Temecula, Ca. 92592</div> <div>CV07-7450 * CV06-0356 ABT (Adams) 6</div> </div> <div> <div>Instructions</div> </div> </div>	

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9/10/09
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Label/Receipt Number: **7008 3230 0001 0916 1641**Service(s): **Certified Mail™**Status: **Notice Left**

We attempted to deliver your item at 12:45 PM on September 10, 2009 in TEMECULA, CA 92592 and a notice was left. You may pick up the item at the Post Office indicated on the notice, go to www.usps.com/redelivery, or call 800-ASK-USPS to arrange for redelivery. If this item is unclaimed after 30 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

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U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

7008 3230 0001 0916 1641

mailed
9/10/09
Postmark
Here

Nathanael William Adams
33171 Madera De Playa
Temecula, Ca. 92592
CV07-7450 * CV06-0356 ABT (Adams) 6

For Instructions



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

AFFIDAVIT OF POSTING OF NOTICES

September 17, 2009

RE CASE NO: CV-060356

I, Ariana Meza, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 39493 Los Alamos Road, Suite #1, Murrieta, California 92563 .

That on 09/16/09 at 4:57PM, I securely and conspicuously posted *CONTINUATION NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE *PROOF OF SERVICE *NOTICE LIST at the property described as:

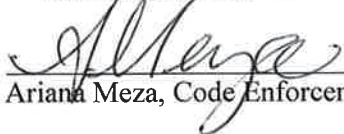
Property Address: 33171 MADERA DE PLAYA, TEMECULA

Assessor's Parcel Number: 951-080-032

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on September 17, 2009 at Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Ariana Meza, Code Enforcement Technician



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

AFFIDAVIT OF POSTING OF NOTICES

September 17, 2009

RE CASE NO: CV-077450

I, Ariana Meza, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 39493 Los Alamos Road, Suite #1, Murrieta, California 92563 .

That on 09/16/09 at 4:57PM, I securely and conspicuously posted *CONTINUATION NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE *PROOF OF SERVICE *NOTICE LIST at the property described as:

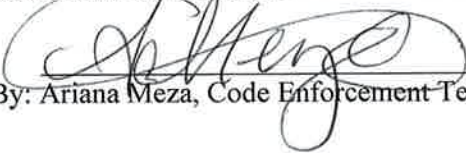
Property Address: 33171 MADERA DE PLAYA, TEMECULA

Assessor's Parcel Number: 951-080-032

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on September 17, 2009 at Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Ariana Meza, Code Enforcement Technician

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Nate Adams

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** 9.2

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: _____

DAKE WILLIAMS

Address: _____

(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** 9.2

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____



John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Murrieta District Office
39493 Los Alamos Road, Suite A
Murrieta, California 92563
(951) 600-6140 – Fax (951) 600-6190

AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV07-7450 AND CV06-0356

I, Jane Tate , hereby declare:

1. I am employed by the Riverside County Code Enforcement Department; that my business address is:

County of Riverside
Code Enforcement Department
39493 Los Alamos
Murrieta, CA. 92563

2. That on 6/18/09 at **1404 HRS.**, I securely and conspicuously posted **RESCHEDULED NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE** at the property described as:

Property Address: 33171 MADERA DE PLAYA, Temecula, CA.

Assessor's Parcel Number: 951-080-032

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on 6/18/09 at Murrieta, California.

CODE ENFORCEMENT DEPARTMENT

By: _____

, Code Enforcement Officer

**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE [GRADING WITHOUT PERMITS AND CONSTRUCTION WITHOUT PERMITS] APN: 951-080-032, 33171 MADERA DE PLAYA, TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA; NATHANAEL WILLIAM ADAMS, OWNER.	} } } } } } }	CASE NO. CV 07-7450 & CV 06-0356 DECLARATION OF OFFICER ANGELA FRAZIER [R.C.O. Nos. 457 (RCC Title 15) and 725 (RCC Title 1) and Board of Supervisors Policy F-6]
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

I, Angela Frazier, hereby affirm and declare that the facts set forth below are personally known to me except to the extent that certain information is based on information and belief which I believe to be true, and if called as a witness, I could and would competently testify thereto under oath:

1. I am currently employed by the Riverside County Code Enforcement Department as a Code Enforcement Officer. My current official duties as a Code Enforcement Officer include inspecting property for violations and enforcement of the provisions of Riverside County Ordinances.

2. On December 19, 2007, Code Enforcement Officer Ron Welch and I conducted an initial inspection of the real property described as a 33171 Madera De Playa, Temecula, Riverside County, California and further described as APN 951-080-032 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map indicating the location of THE PROPERTY is attached hereto as Exhibit "A" and is incorporated herein by this reference.

3. A review of County records and documents disclosed that THE PROPERTY is owned by Nathanael William Adams (hereinafter referred as "OWNER"). A certified copy of the County Equalized Assessment Roll for the year 2007-2008 is attached hereto and incorporated herein by reference as part of Exhibit "B" THE PROPERTY is approximately 2.12 acres and is located within the R-R (Rural Residential) zone classification. A copy of a report generated from the County Geographic Information System ("GIS") is attached hereto as part of Exhibit "B" and incorporated herein by reference.

4. Based upon the Lot Book Report issued by First American Title Insurance Company on December 21, 2007, as updated by a Lot Book Report from RZ Title Service dated November 19, 2008, it is determined that other parties potentially hold a legal interest in THE PROPERTY, to-wit: MERS and First Magnus Financial Corp. ("INTERESTED PARTIES"). A true and correct copy of the Lot Book Report is attached hereto and incorporated herein as Exhibit "C."

1 5. On December 19, 2007, Code Enforcement Officer Ron Welch and I went to THE
2 PROPERTY to conduct an inspection regarding alleged illegal grading. I observed several dirt motorcycle
3 jumps that had been graded on THE PROPERTY that deviated from the natural topography. True and
4 correct photographs of THE PROPERTY taken during this inspection which truly and accurately depict the
5 condition of THE PROPERTY on this date are attached hereto as part of Exhibit "D" and incorporated
6 herein by reference. Based upon my training and experience, I determined that approximately 260 cubic
7 yards of dirt had been moved on THE PROPERTY to form the motocross jumps.

8 6. During the December 19, 2007 inspection, Code Enforcement Officer Ron Welch and I
9 observed an above ground foam pit structure used for motocross activities. Officer Welch determined that
10 the foam pit structure was approximately 24' x 48' x 10' in size. This structure was built without a
11 building permit, as required by Riverside County Ordinance 457, as codified in Riverside County Code
12 Title 15, and constitutes a public nuisance in violation of the provisions set forth in Riverside County
13 Ordinance 457, as codified in Riverside County Code Title 15. Photographs taken during this inspection
14 which truly and accurately reflect the condition of THE PROPERTY on this date are attached hereto as part
15 of Exhibit "D" and are incorporated herein by this reference.

16 7. A subsequent search of County records revealed that neither a grading permit nor a permit to
17 construct the foam pit structure had been obtained for THE PROPERTY.

18 8. As a result of the grading without a permit and construction of the foam pit structure without
19 a permit, THE PROPERTY constituted a public nuisance in violation of the provisions set forth in
20 Riverside County Ordinance ("RCO") No 457, Sections 2 and 4, as codified in Riverside County Code
21 ("RCC") Title 15.

22 9. On December 19, 2007, Notices of Violation for Unapproved Grading and Construction
23 Without Permits were posted on THE PROPERTY. True and correct copies of the Notices and supporting
24 documentation are attached hereto as part of Exhibit "E" and incorporated herein by reference.

25 10. On January 16, 2008, Notices of Violation for Unapproved Grading and Construction
26 without Permits were mailed to OWNER and INTERESTED PARTIES. The notice for unapproved
27 grading violation advised the OWNER that they were required to provide complete restoration or
28 remediation to the property affected by the unapproved grading. The notice further advises that failure to

1 bring THE PROPERTY into compliance will result in criminal, administrative, or civil action being
2 brought against the OWNER including penalties, restoration, or remediation of the illegal grading by the
3 County. In addition, the notice states RCO No. 457 allows for the Department of Building & Safety to
4 place a five year flag on the issuance of building permits and land use approvals for property that has been
5 graded without approval or permits. The unpermitted construction notice advised OWNER that they were
6 required to, prior to seeking building permits, to consult with the Riverside County Planning Department to
7 ensure compliance with zoning regulations, or to demolish the structure. The notice further advises that
8 failure to bring THE PROPERTY into compliance will result in legal action. A true and correct copy of the
9 Notices and supporting documentation are attached hereto as part of Exhibit "E" and incorporated herein by
10 reference.

11 11. On February 6, 2008, I drove to THE PROPERTY to conduct another inspection. During
12 this inspection I observed no change in the condition and that THE PROPERTY remains in violation.

13 12. On February 8, 2008 I posted Administrative Citation A22006 for construction without
14 permits for the foam pit structure. The Administrative Citation was also mailed to OWNER. A true and
15 correct copy of the citation, along with the supporting documentation are attached hereto as part of Exhibit
16 "E" and is incorporated herein by this reference.

17 13. On February 13, 2008, I received a telephone call from OWNER's mother. She explained
18 that she was assisting her son and asked if she needed to pay the citation. During this conversation I
19 explained to her that her son would have to apply for permits for the construction of the foam pit structure
20 and that the grading issues would have to be addressed by the Department of Building and Safety, Grading
21 Division.

22 14. I am informed and believe and thereon allege that on April 18, 2008, OWNER applied for a
23 permit to address the grading violation.

24 15. On April 24, 2008, I conducted another inspection of THE PROPERTY. During this
25 inspection, I observed that THE PROPERTY remained in violation.

26 16. I am informed and believe and thereon allege that on December 16, 2008 and December 19,
27 2008, Code Enforcement Technicians Meza and Bustillos conducted an inspection of THE PROPERTY.
28 During this inspection they observed that the violations remained on THE PROPERTY. Photographs taken

1 during the December 19, 2008 inspection are attached hereto as part of Exhibit "D" and are incorporated
2 herein by this reference.

3 17. A site plan and photographs of the condition of THE PROPERTY are attached hereto as part
4 of Exhibit "D" and incorporated herein by reference.

5 18. Based upon my experience, knowledge and visual observations, it is my determination that
6 the un-permitted graded conditions on THE PROPERTY are dangerous to the neighboring property owners
7 and the general public and are a public nuisance. Based upon my experience, knowledge and visual
8 observations, it is my determination that the foam pit structure and unpermitted grading on THE
9 PROPERTY (in excess of fifty (50) cubic yards) were done without a permit and are therefore in violation
10 of Riverside County Ordinance No. 457 (RCC Chapter 15.12.020). Under Riverside County Ordinance
11 No. 725 (RCC Chapter 1.16), any condition caused, maintained or permitted to exist in violation of any of
12 the provisions of county land use ordinances, including Riverside County Ordinance No. 457, is declared
13 unlawful and a public nuisance that may be abated consistent with the procedures provided for in Riverside
14 County Ordinance No. 725, or in any other manner provided by law.

15 19. Notices of Non-Compliance were recorded in the Office of the County Recorder, County of
16 Riverside, State of California, on January 8, 2008 as Instrument Numbers 2008-0026340 and 2008-
17 0026336, true and correct copies of which are attached hereto as Exhibit "F" and are incorporated herein by
18 this reference.

19 20. A subsequent inspection on April 27, 2009 revealed that THE PROPERTY remained in
20 violation of RCO No. 457 (RCC Title 15) due to the unpermitted structure and grading without permits. A
21 subsequent search of County records revealed that permit number BHR 080130 for the remediation of the
22 grading had been issued. However, OWNER has disputed the recommendations for the remediation
23 required under this permit.

24 21. On April 23, 2009, the second notice – "Notice To Correct County Ordinance Violations
25 and Abate Public Nuisance" providing notification of the Board of Supervisors' hearing scheduled for June
26 9, 2009, as required by Riverside County Ordinance No. 725, was mailed to OWNER and INTERESTED
27 PARTIES by certified mail, return receipt requested and on April 27, 2009 was posted on THE
28 PROPERTY. True and correct copies of the notice, returned receipt cards, together

1 with the proof of service, and the affidavit of posting of notices are attached hereto as Exhibit "G" and
2 incorporated herein by reference.

3 22. The complete restoration or remediation of the property affected by the unapproved grading
4 is required to bring THE PROPERTY into compliance with RCO No. 457 (RCC Title 15) as to the
5 unapproved grading violation.

6 23. Demolition of the unpermitted foam pit structure and removal and disposal of all structural
7 debris, or alternatively expeditiously apply for and obtaining a finalized construction permit, are required to
8 abate the public nuisance and bring THE PROPERTY into compliance with Riverside County Ordinance
9 Number 457 (RCC Title 15), the Health and Safety, Uniform Housing, Administrative and Abatement of
10 Dangerous Buildings Codes as to the unpermitted construction violation.

11 24. Accordingly, the following findings and conclusions are recommended:

12 (a) That the construction without permits of a foam pit structure on THE PROPERTY be
13 deemed and declared a public nuisance; and

14 (b) That OWNER be required to either (1) expeditiously apply for and obtain
15 appropriate construction permits from the County of Riverside within ninety (90) days of the date of the
16 Board's Order for the Unpermitted Construction located on THE PROPERTY without a permit; or (2)
17 demolish and lawfully remove the Unpermitted Construction within ninety (90) days of the date of the
18 Board's Order; and

19 (c) If the unpermitted construction is not permitted in accordance with all Riverside
20 County Ordinances, including but not limited to Riverside County Ordinance No. 457 (RCC Title 15),
21 within ninety (90) days of the date of the Board's Order to Abate, then the unpermitted construction and
22 any contents therein shall be abated by representatives of the Riverside County Code Enforcement
23 Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order
24 where necessary under applicable law authorizing entry onto THE PROPERTY; and

25 (d) That the grading without permits on THE PROPERTY be deemed and declared a
26 public nuisance; and

27 (e) That a five year hold on the issuance of building permits and land use approvals be
28 placed on THE PROPERTY; and

1 (f) That the OWNER or whoever has possession or control of THE PROPERTY be
2 required to completely restore or remediate through the Riverside County restoration process, the un-
3 permitted grading on THE PROPERTY in accordance with the provisions of all applicable County
4 ordinances, including but not limited to RCO No. 457 (RCC Title 15) within ninety days of the Board's
5 Order to Abate Nuisance; and

6 (g) that if THE PROPERTY is not restored through the Riverside County restoration
7 process within ninety days of the Board's Order to Abate Nuisance, representatives of the Code
8 Enforcement Department are authorized to obtain the services of a contractor to reclaim THE PROPERTY
9 so as to prevent offsite drainage and slope erosion; and

10 (h) That upon restoration of THE PROPERTY and payment of all abatement costs, the
11 five year hold on the issuance of building permits and land use approvals will be released; and

12 (i) That reasonable costs of abatement, after notice and opportunity for hearing, shall be
13 imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE
14 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 457 and
15 725.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
17 and correct.

18 Executed this 28th day of April, 2009 at Murietta California.

19
20 
21 Angela Prazier
22 Code Enforcement Officer
23 Code Enforcement Department

24 L:\DOCS\6000\CV077450\A42896.DOC

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



9.2

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding the Abatement of Public Nuisance [Grading without Permit/ Construction without permit] Case Nos. CV 07-7450 and CV 06-0356 located at 33171 Madera De Playa, Temecula, 3rd District, the Chairman called the matter for hearing.

Alexandra Fong, Deputy County Counsel presented the matter.

The following individuals spoke on the matter:

Brian Collins
Nate Adams
Blake Williams

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is continued to Tuesday, September 29, 2009 at 9:30 a.m.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 1, 2009 of Supervisors
Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: September 1, 2009
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: Kecia Harper-Ihem Deputy

AGENDA NO.
9.2

xc: Co. Co., CED, Prop. Owner, COB

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Brian Couins

Address: _____

(only if follow-up mail response requested)

City: _____

Zip: _____

Phone #: _____

Date: _____

Agenda # 9.2

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support**

_____ **Oppose**

_____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support**

_____ **Oppose**

_____ **Neutral**

I give my 3 minutes to: _____

Photo's
of
Nate Adam's
Property



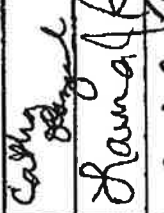
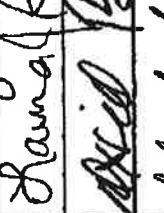



~~11-3-09~~
~~9-2 cont~~ ~~9-29-09~~
~~9-1-09~~
Submitted
By: Brian
Collins

11-3-09
9-29-09 9.5 cont
9-1-09 9.2 cont

Petition to RETAIN Private Freestyle Motocross Training Facility

Friday, November 07, 2008

Petition summary and background	This petition is in regards to the private freestyle motocross training facility located at 33171 Madera De Playa, Temecula, CA 92592.
Action petitioned for	We, the undersigned citizens and neighbors, feel that the private freestyle motocross training facility is not a nuisance, disturbance or a noise problem. Neither us, nor our animals have incurred any undue distress due to this facilities use or the activities which take place on this property. We feel that the owner of this property has been a considerate neighbor and does not operate on the property during inappropriate hours of the day. Since the owner of the property uses this facility privately for his own training purposes for his profession and does not allow the public to use, we have no objections to the facility remaining as it stands today.

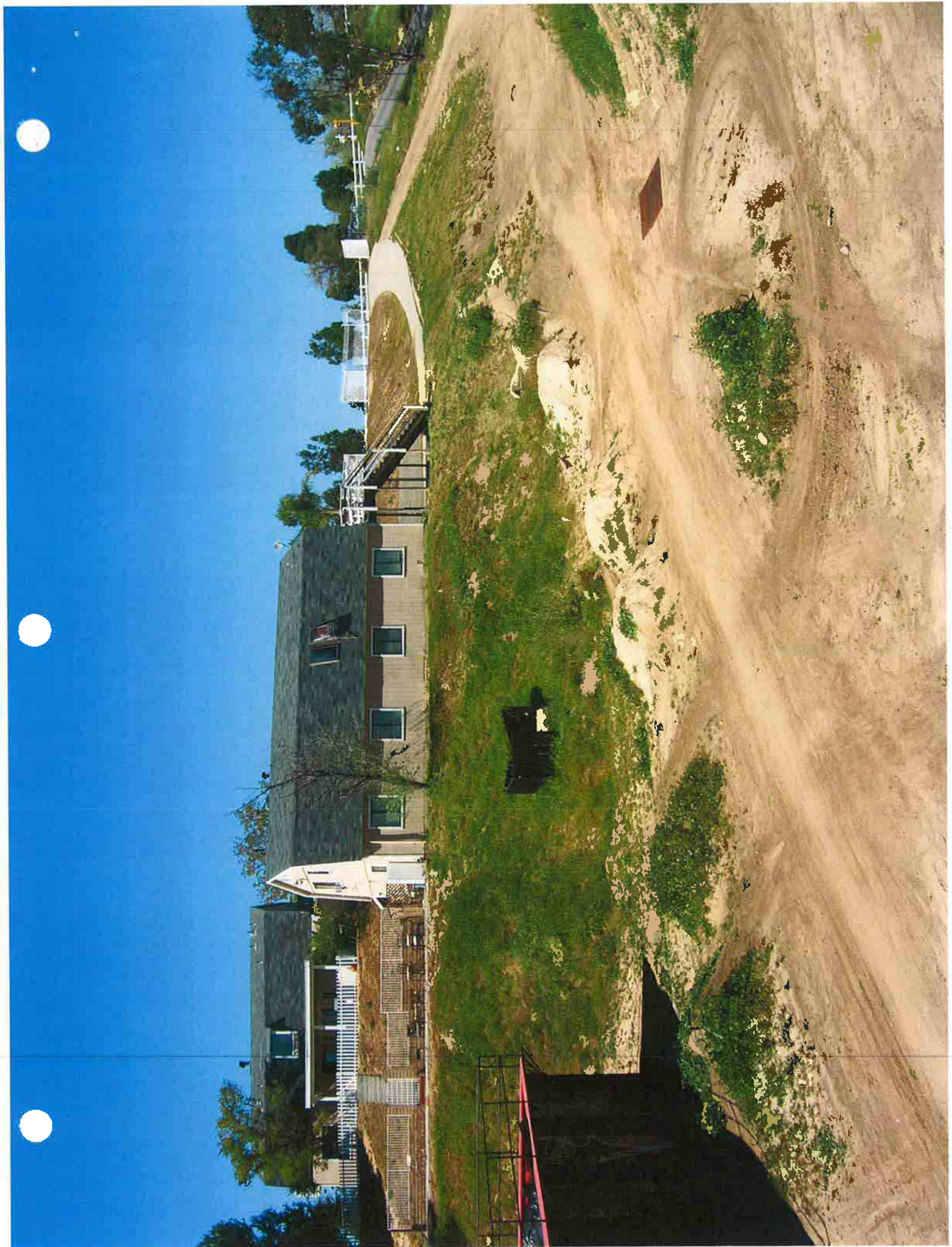
#	Printed Name	Signature	Address	Comment	Date
1	CRAIG KELLER		41815 Avenida de Anza Temecula CA 92592	TRACKS NOT A NUISANCE	11/17/08
2	KYLE WINTERBORN		3318 Madera de Playa Temecula CA 92592	WE ENJOY HAVING THEM IN THE NEIGHBORHOOD	11/17/08
3					
4	Cathy Olszewski		41936 Avenida de Anza Temecula CA 92592	Not a problem, no noise when they are having them	11/17/08
5	Laura Roth		33300 Madera de Playa Temecula CA	Love having them in the neighborhood. No problems, we have (4) horses, 3 dogs	11/18/08
6	Charles E. Deborah Hill		33360 Madera de Playa Temecula, CA	We love freestyle motocrosses - we support the riders	2/9/09
7	DARIAN LINKOGLJE		41720 Calle Cabrillo	Support Residential tracks	2/9/08
8	LARRY LINKOGLJE		41820 Calle Cabrillo		

Petition to RETAIN Private Freestyle Motocross Training Facility

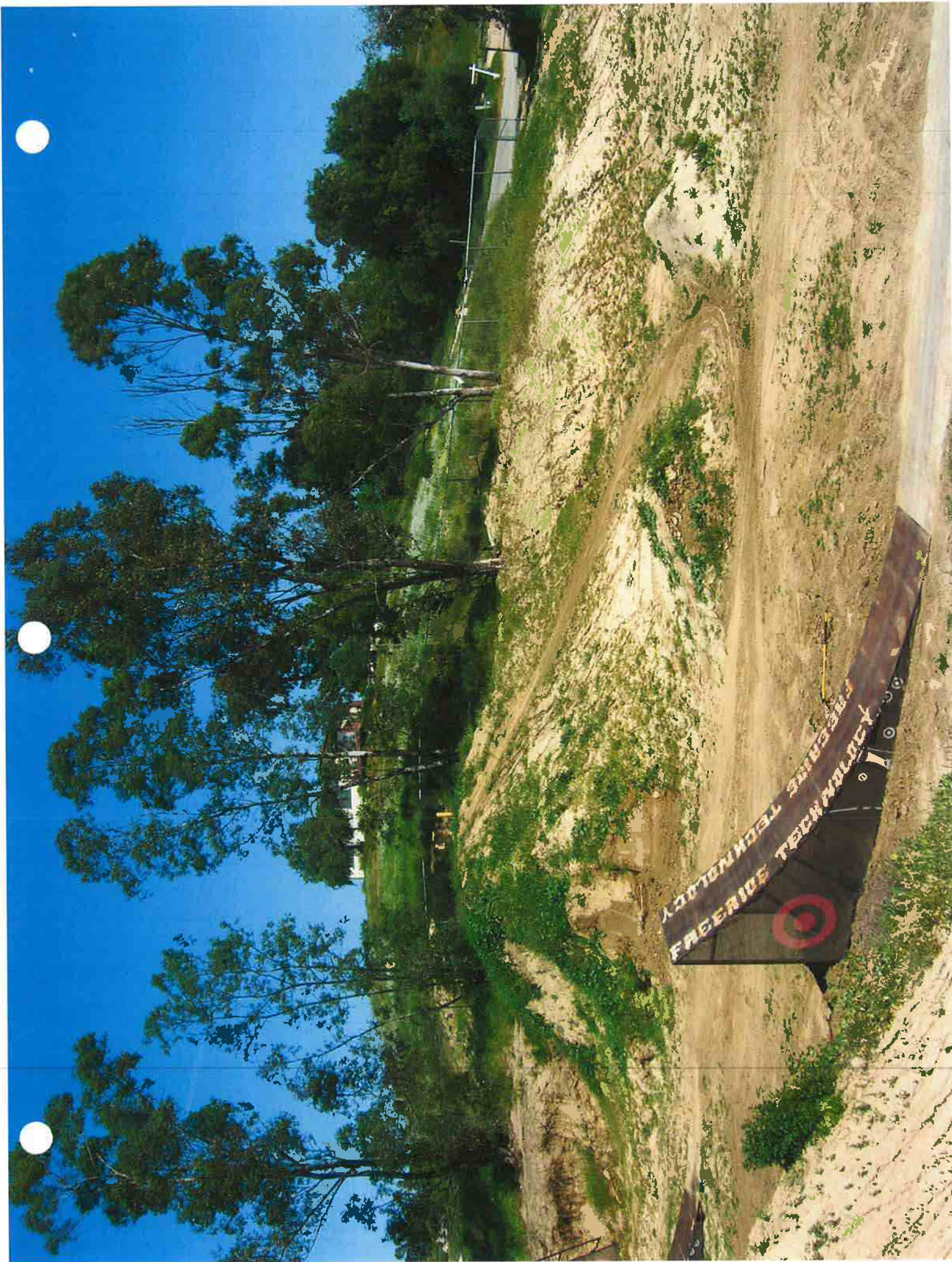
Friday, November 07, 2008

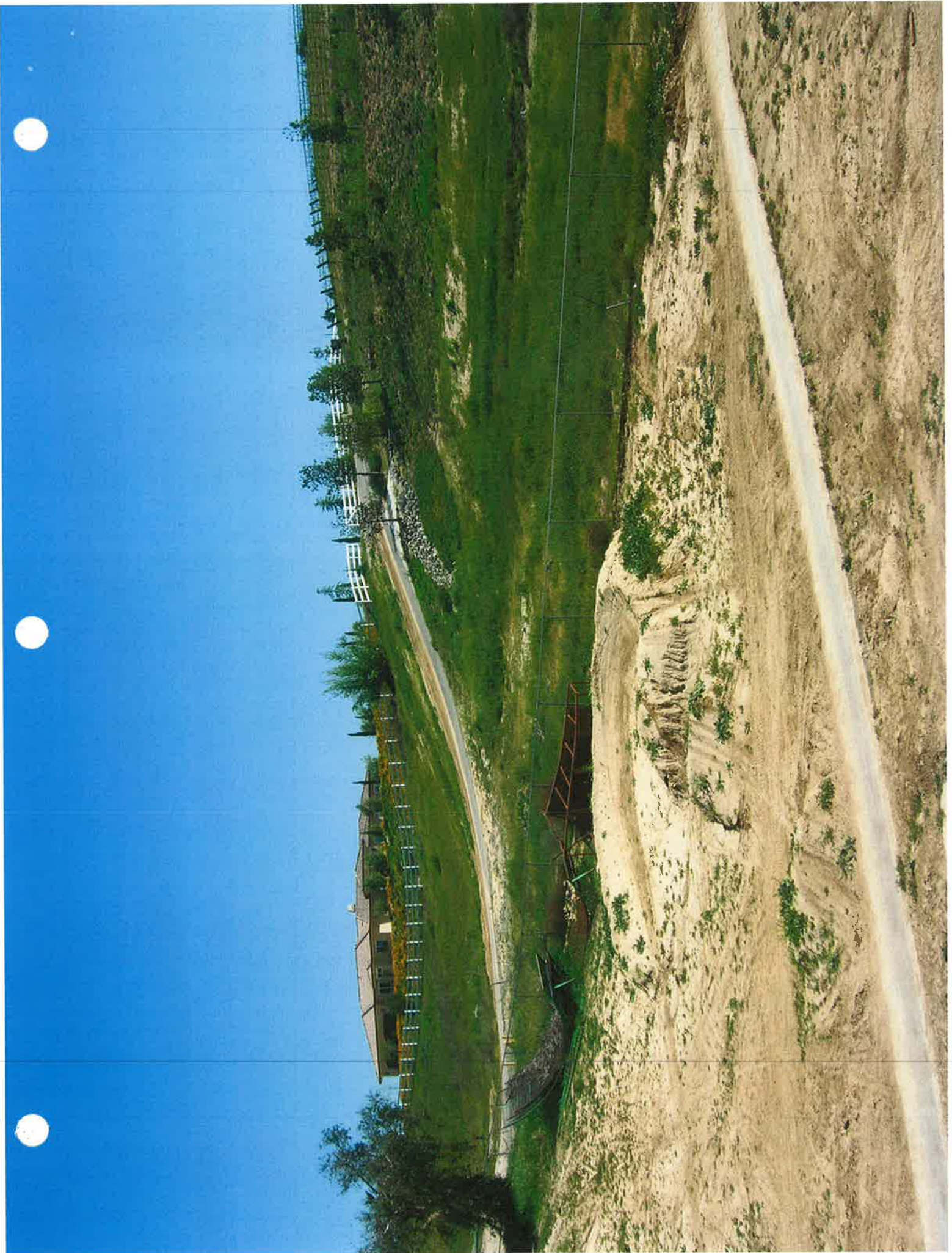
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#	Printed Name	Signature	Address	Comment	Date
9	Nathaniel Adams	Nathaniel Adams	33171 Madera De Playa	7 support motocross	2/9/09
10					
11					
12					
13					
14					
15					
16					
17					

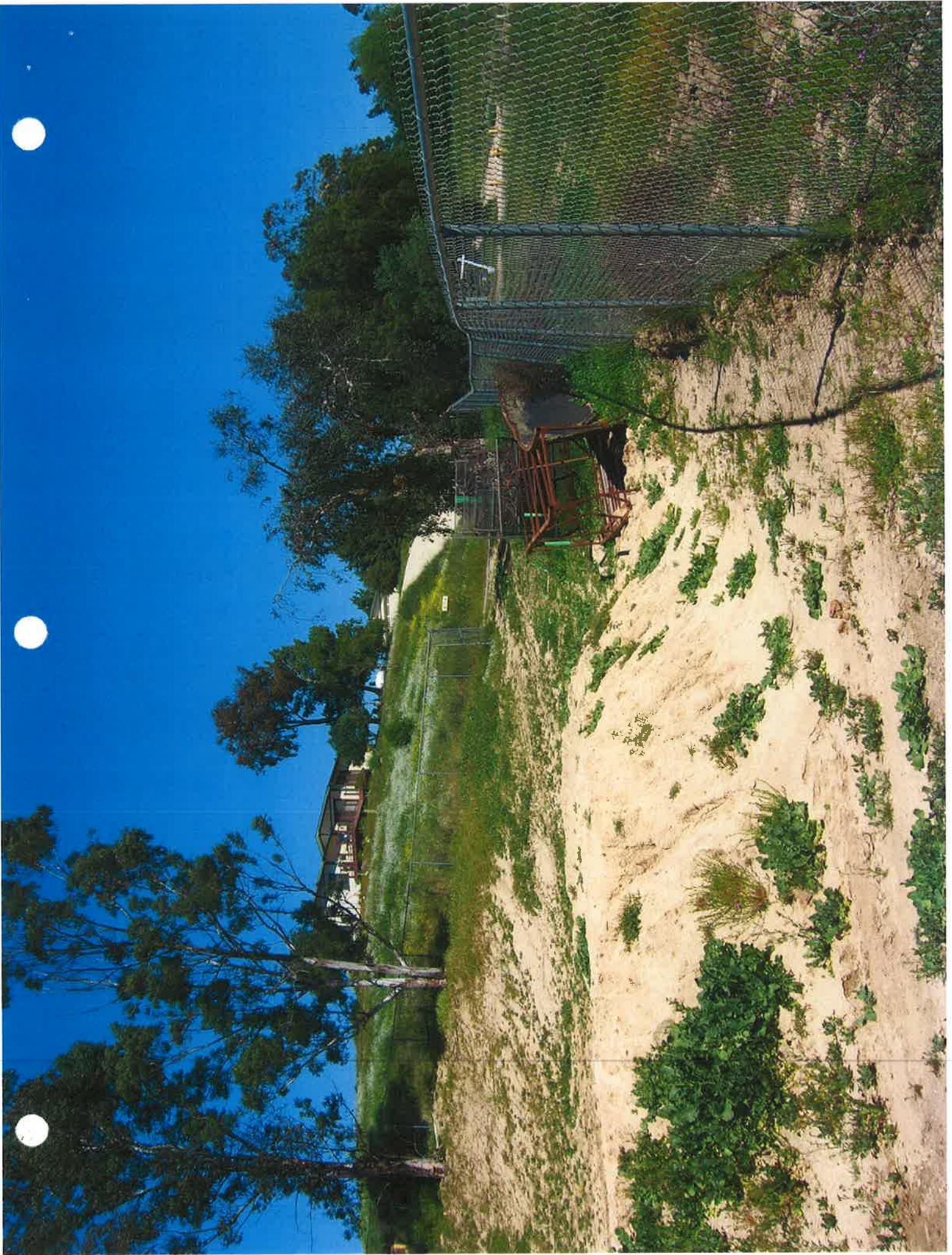












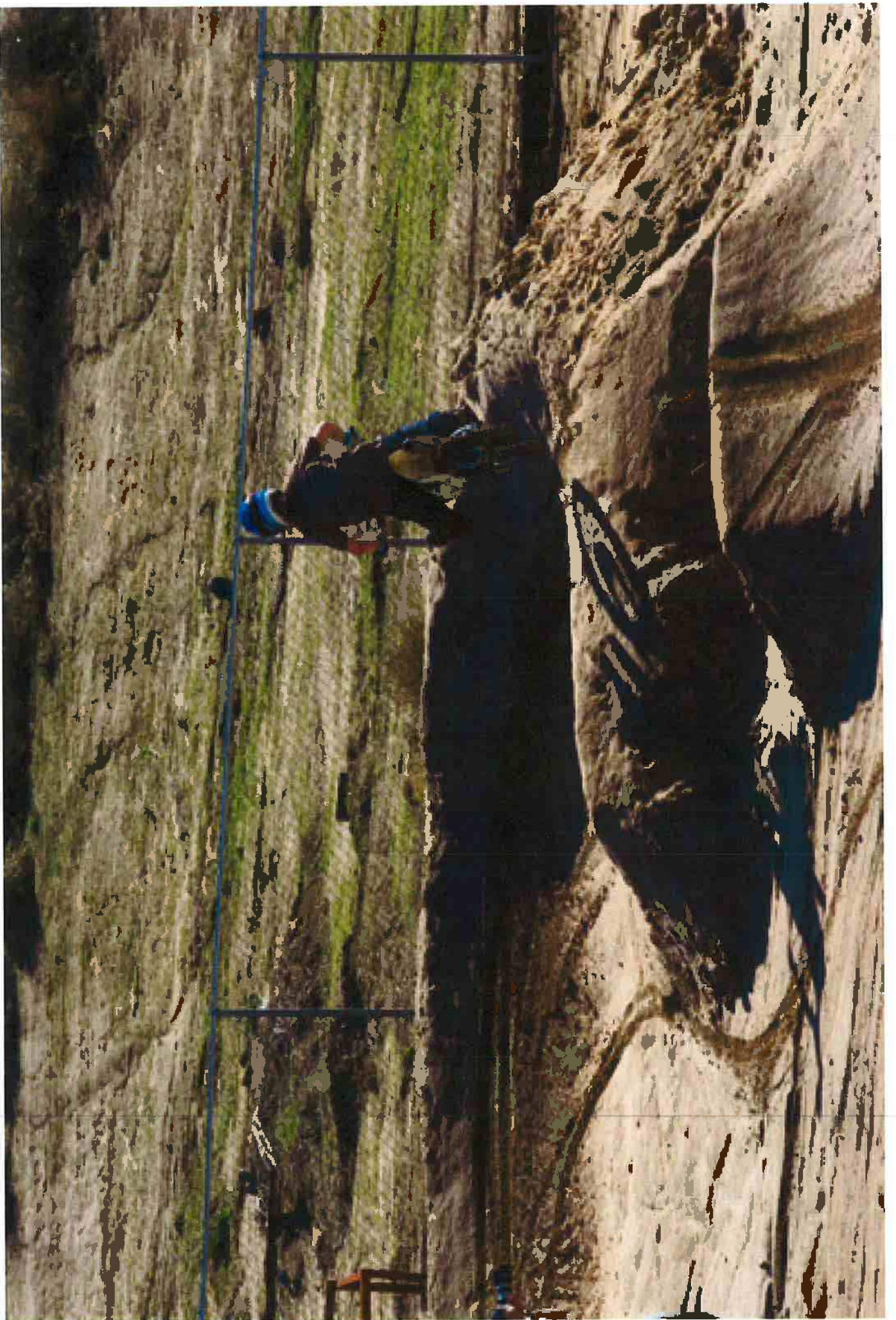












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The flip side: Still Flying (PDF)

Moto X Freestyler Brian Deegan hasn't let famous crash crush him

 By Don Norcross
 STAFF WRITER

February 10, 2005

TEMECULA – In the Brian Deegan household, even the Chihuahua limps. A Moto X freestyler whose litany of broken bones pretty much blankets "Gray's Anatomy," Deegan made sure Santa brought his 3-year-old daughter Hailie a puppy for Christmas.

Shadowing Deegan in the garage one day, Bella got her left front leg accidentally slammed by the door.

The vet's diagnosis: sprained ankle.

Recovery: four weeks in a splint.

But there was Bella, flitting about the Deegan compound last week with a noticeable limp.

"Around here," Deegan said, "everybody plays hurt."

Back in Bristol, Conn., in the ESPN archives, rests the most famous Winter X Games footage ever. It's of Deegan at the 2004 Winter X, bailing on a trick 40 feet above the ice, shoving away his 250-pound motorcycle, then violently crashing, arms and legs first.

"The most excruciating pain," recalls Deegan. "I thought I was going to die."

In the ambulance ride to the hospital, Deegan screamed to paramedics, "Get me

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[Still flying \(PDF\)](#)

Advertisement

Snow Close to Home.
SKIING AND



↑ morphine! I can't handle the pain!"

His diagnosis was a bit worse than Bella's: two broken wrists and his left femur fractured in four places.

The highlight of the recent Winter X Games was Deegan's return to the same Aspen slopes.

"People asked, 'What made you conquer the fear?' " said Deegan, 30. "And I see it in their eyes. They think I'm stupid. I don't think how crazy it is. I didn't even ask what the prize purse was (\$20,000 for first). I didn't know. I didn't ask. I

didn't care. It's about riding."

Stupid? Deegan cashed the \$20,000 check, pulling off back-to-back back flips, passing on the 360 move that sent him to ER a year ago.

"A lot of fans might have been disappointed I didn't do the 360," Deegan said. "Me? I'm stoked. I can ride tomorrow."

The son of a high school superintendent, Deegan grew up in Nebraska. Too small to be a future Cornhuskers football star, he focused on soccer for a spell.

"I was always the guy getting red cards," he said.

Deegan got his first dirt bike at 8 and liked it so much he delivered the morning newspaper wearing his racing helmet.

He developed into a talented rider, winning a national 125cc race, but was frustrated that riders he deemed less skilled were getting factory sponsorships.

A punk-rock fan who wore his hair in a purple Mohawk and decorated his body with tattoos, Deegan knew his image didn't sell with corporate America. He sold out one year, covering the tattoos, nixing the purple Mohawk.

"I was miserable," he said. "The whole reason I rode in the first place was to have fun."

Meantime, Deegan, Mike Metzger and some other rebellious types began experimenting with tricks. They staged demos, a motocross video company showed some financial love and freestyle motocross took off.

Deegan formed his own stable of riders, the Metal Mulisha. MM's logo: a skull with a military helmet. Today, it's a multi-million dollar industry, selling stickers, videos, T-shirts, sweats and skater-style shoes.

Deegan, a capitalist sellout?

"I see that we're one of those corporations we hated," he admits.

"But we're the corporation that's different. We pulled it out against all odds."

His home sits on four acres, the back yard featuring a \$50,000 foam pit where beginners practice back flips. There's a massive dirt landing mound with five ramps where veterans ply their trade.

Talks
about
him
moving

He bought 20 acres east of the nearby wineries where the Metal Mulisha compound soon will relocate, complete with Deegan's new 4,500-square-foot home.

Limping a bit like Bella the Chihuahua, Deegan eyes his seven motorcycles housed in the garage and says, "Sometimes I get on my dirt bike, do that backflip and it just makes me come alive. I'm like, 'All right. This is why I'm living.' "

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[Metal mulisha](#)

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discoveryhealth2

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Assessment Roll For the 2007-2008 Tax Year as of January 1, 2007

Assessment #951080032-8

Parcel # 951080032-8

Assessee:	ADAMS NATHANAEL WILLIAM	Land	211,000
		Structure	392,000
Mail Address:	33171 MADERA DE PLAYA TEMECULA CA 92592	Full Value	603,000
		Total Net	603,000
Real Property Use Code:	R1		
Base Year	2007		
Conveyance Number:	0112276		
Conveyance (mm/yy):	2/2006		
PUI:	R010012		
TRA:	94-148		
Taxability Code:	0-00		
ID Data:	Lot 1 PM 028/019 PM 7837		
Situs Address:	33171 MADERA DE PLAYA TEMECULA CA 92592		

View Parcel Map

This must be in red to be a
"CERTIFIED COPY"

I hereby certify the foregoing instrument to
which this stamp has been affixed consisting
of 1 page to be a full, true and
correct copy of the original on file and
of record in my office.

Larry W. Han

Assessor - County Clerk - Recorder

County of Riverside, State of California

JAN 13 2009

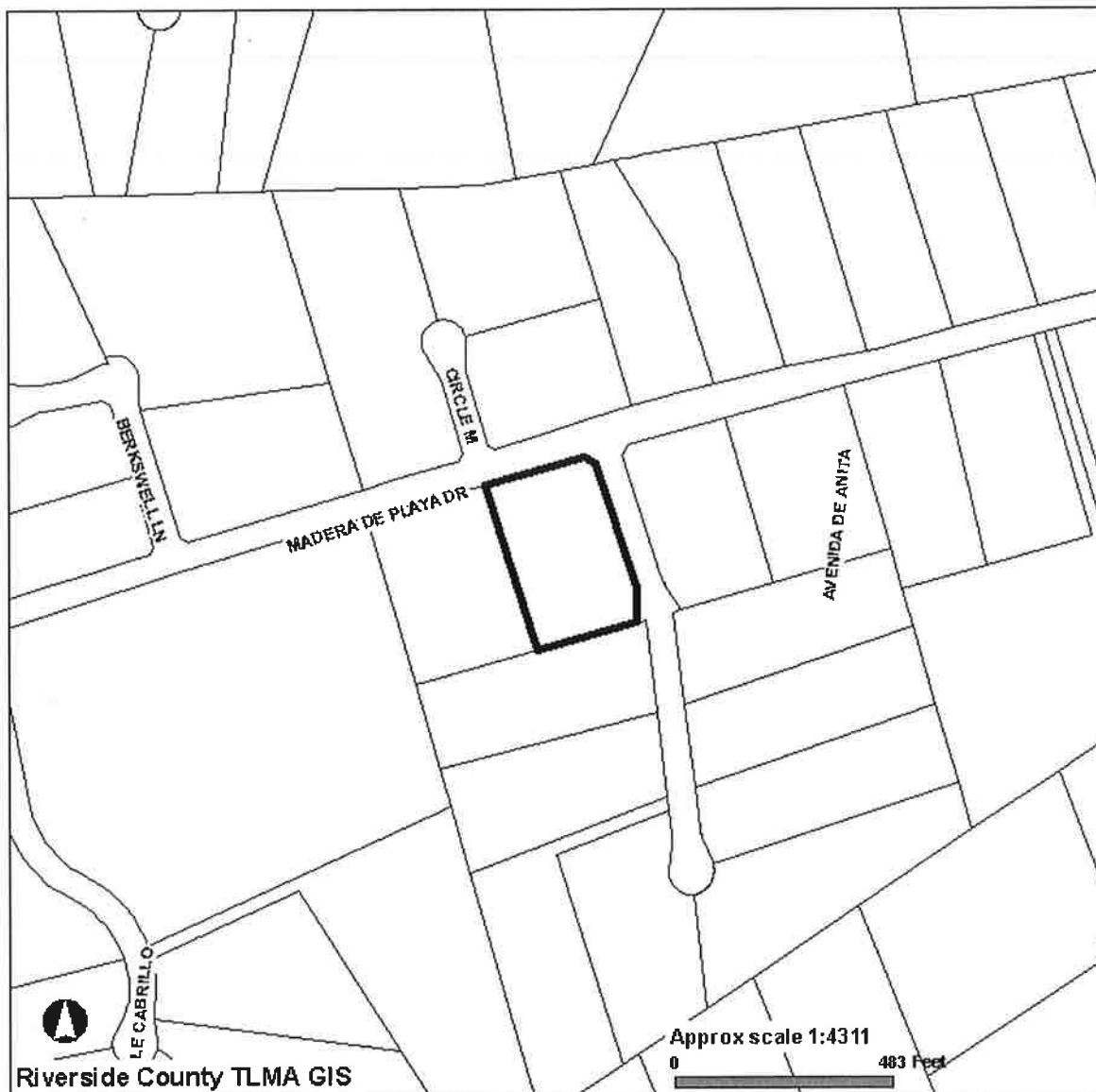
Dated: _____



Certification must be in red to be a
"CERTIFIED COPY"

EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
951-080-032

LEGEND



SELECTED PARCEL



PARCELS

IMPORTANT

This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

FULL REPORT

APN(s):

951-080-032-8

OWNER NAME / ADDRESS:

- 951-080-032
NATHANAEL WILLIAM ADAMS
33171 MADERA DE PLAYA
TEMECULA, CA. 92592

MAIL TO NAME/ADDRESS:

- 951-080-032
- (SEE OWNER)
- 33171 MADERA DE PLAYA

- TEMECULA CA.. 92592

APN CAME FROM: - 951-080-032
- CAME FROM: 951-080-015

LOT SIZE: - 951-080-032
- RECORDED LOT SIZE IS: 2.12 ACRES
- MAPPED LOT SIZE IS APPROX.: 2.22 ACRES

PROPERTY CHARACTERISTICS: - 1. 951-080-032
- WOOD FRAME, 2720 SQFT., 4 BDRM/ 2.75 BATH, 2 STORY, CONST'D 1983, COMPOSITION ROOF, CENTRAL HEATING, CENTRAL COOLING,

ELEVATION (APPROXIMATE): - 1364/1404 FEET

LEGAL DESCRIPTION: - APN: 951080032
- RECORDED BOOK/PAGE: PM 28/19
- SUBDIVISION NAME: PM 7837
- LOT/PARCEL: 1, BLOCK: NOT AVAILABLE, Por.
- TRACT NUMBER: NOT AVAILABLE

BASE YEAR ASSESSMENT: - 951-080-032
- BASE YEAR: 2007

TOWNSHIP/RANGE: - T7SR2W SEC 34

CEMETERY DISTRICTS: - TEMECULA CEMETERY DISTRICT

CITY BOUNDARY/SPHERE: - CITY: NOT WITHIN A CITY
- CITY SPHERE: NOT WITHIN A SPHERE
- ANNEXATION DATE: NO DATE AVAILABLE
- LAFCO CASE #: NO CASE # AVAILABLE
- PROPOSALS: NONE

COMMUNITY: - IN OR PARTIALLY WITHIN RANCHO CALIFORNIA. SEE MAP FOR MORE INFORMATION.

2001 SUPERVISORIAL DISTRICT: - JEFF STONE, DISTRICT 3
as established by County Ordinance 813, August 14, 2001

AREA PLAN: - SOUTHWEST AREA

COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN FEE AREA: - NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN - CONSERVATION AREA: - NOT IN A CONSERVATION AREA

WESTERN RIVERSIDE MULTI-SPECIES HABITAT CONSERVATION PLAN FEE AREA: - IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

WESTERN RIVERSIDE COUNTY MSHCP AREA PLAN: - NOT IN AN AREAPLAN

WESTERN RIVERSIDE COUNTY MSHCP CELL GROUP: - NOT IN A CELLGROUP

WESTERN RIVERSIDE COUNTY MSHCP CELL NUMBER: - NOT IN A CELL

IMPORTANT NOTICE: On October 7, 2003, the County of Riverside adopted a new General Plan. The General Plan provides new land use designations for all parcels in the unincorporated area of Riverside County. For any parcel, the General Plan may provide for a different type of land use than is provided for under existing zoning. During the next one to two years, the County will undertake a program to review all the zoning in the unincorporated area, and where necessary, change the zoning, following advertised public hearings, to conform to the County's new General Plan. Until then, please be advised that there may be a difference between the zoning and General Plan designations on any parcel. This may result in, at a minimum, the need to change the zoning before desired development may proceed. For further information, please contact the Riverside County Planning Department offices in Riverside at (951) 955-3200, in Murrieta at (951) 600-6170, or in Indio at (760) 863-8277.

LANDUSE DESIGNATION:

Click [here](#) for landuse descriptions.

- AG

- CHECK MAP TO CONFIRM LANDUSE DESIGNATION

- FOR MORE INFORMATION ABOUT LANDUSE DESIGNATIONS, CALL THE COUNTY'S PLANNING DEPARTMENT AT 951-955-3200.

ZONING CLASSIFICATION(S) ORD. 348:

Click [here](#) for zoning classifications.

- R-R

- CHECK MAP TO CONFIRM ZONING CLASSIFICATIONS

- FOR MORE INFORMATION ABOUT ZONING CLASSIFICATIONS, CALL THE COUNTY'S PLANNING DEPARTMENT AT 951-955-3200.

ZONING DISTRICT/AREA:

- RANCHO CALIFORNIA AREA

OUTDOOR BILLBOARDS:

- BILLBOARDS NOT PERMITTED BY ZONING

SPECIFIC PLAN:

- NOT WITHIN A SPECIFIC PLAN

NOTE: Non-mapped Policy Area issues may exist on this parcel. Please contact the Planning Department at (951)955-3200 for more information.
 MAPPED POLICY AREAS:

- CITRUS VINEYARD RURAL POLICY AREA

GENERAL PLAN POLICY OVERLAY:

- NOT IN A GENERAL PLAN POLICY OVERLAY AREA

DEVELOPMENT AGREEMENT #:

- NOT IN A DEVELOPMENT AGREEMENT AREA

REDEVELOPMENT AREAS:

- NOT IN A REDEVELOPMENT AREA

AGRICULTURE PRESERVE:

- NOT IN AN AGRICULTURE PRESERVE

AIRPORT INFLUENCE AREAS:

- NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES:

- NOT IN AN AIRPORT COMPATIBILITY ZONE

Planning Case Map information may not be complete, current, or up-to-date for this area. Please contact the Planning Department if more information is needed.

PLANNING CASE(S):

- NO PLANNING CASES DESCRIPTION: NOT APPLICABLE

APPLIED DATE: NOT APPLICABLE STATUS: NOT APPLICABLE

DEV. IMP. FEE AREA ORD. 659:

- SOUTHWEST AREA

2000 CENSUS TRACT:

- 043203

1990 FARMLAND DESIGNATION:

- LOCAL IMPORTANCE

2000 CENSUS DESIGNATION:

- CENSUS DESIGNATION REPORT IS NOT AVAILABLE

INDIAN TRIBAL LANDS:

- NOT IN A TRIBAL LAND

SCHOOL DISTRICT:

- TEMECULA VALLEY UNIFIED

ROAD & BRIDGE DISTRICT:

- NOT IN A DISTRICT

ROADBOOK PAGE:

- 129

* BOUNDARIES ARE APPROXIMATIONS. USE FOR REFERENCE ONLY. SURVEY INFORMATION MUST BE CONSULTED OR PREPARED TO ACCURATELY DETERMINE ANY RIGHT-OF-WAY BOUNDARY.

CETAP CORRIDORS:

- NOT IN A CETAP CORRIDOR.

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY ROADS:

- NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

EAST T.U.M.F. ORD. 673:

- NOT WITHIN THE EASTERN TUMF FEE AREA

WEST T.U.M.F. ORD. 824:

- IN OR PARTIALLY WITHIN THESE FEE AREAS. SEE MAP FOR MORE INFORMATION.
 - SOUTHWEST

WATER DISTRICT:

- EASTERN MUNICIPAL WATER DISTRICT (EMWD)

FLOOD CONTROL DISTRICT:

- RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

FLOOD PLAIN REVIEW:	- NOT REQUIRED.
WATERSHED:	- SANTA MARGARITA
VEGETATION:	- NON-NATIVE GRASSLAND - RESIDENTIAL/URBAN/EXOTIC
SKR FEE AREA ORD. 663.10:	- IN OR PARTIALLY WITHIN A FEE AREA. SEE MAP FOR MORE INFORMATION.
FTL FEE AREA ORD. 457 & 460:	- NOT WITHIN A FEE AREA
FTL SAND SOURCE AREA:	- NOT IN A SAND SOURCE AREA
FTL PRESERVE:	- NOT INSIDE A FTL PRESERVE
HANS/ERP PROJECT:	- NONE
FAULT ZONE:	- NOT IN A FAULT ZONE
FAULTS:	- NOT WITHIN A 1/2 MILE OF A FAULT
LIQUEFACTION POTENTIAL:	- NO POTENTIAL FOR LIQUEFACTION EXISTS
SUBSIDENCE:	- SUSCEPTIBLE
HIGH FIRE AREA ORD. 787:	- NOT IN A HIGH FIRE AREA
STATE RESPONSIBILITY AREAS:	- STATE RESPONSIBILITY AREA
LIGHTING ORD. 655:	- ZONE B, 16.57 MILES.
COUNTY SERVICE AREA:	- IN OR PARTIALLY WITHIN WINE COUNTRY #149 - ROAD MAINTAINANCE
BUILDING PERMIT(S):	-BHR080130 DESCRIPTION: GRADING RESTORATION ASSESSMENT CV06-0356 APPLIED DATE: 04/18/2008 STATUS AS OF 01/7/2009: ISSUED
CODE COMPLAINTS:	-CV060356 GRADING WITHOUT PERMIT APPLIED DATE: Jan. 24, 2006 STATUS: CITATION 1 -CV013640 MULTIPLE VIOLATIONS APPLIED DATE: Nov. 20, 2001 STATUS: COMPLETED -CV077450 CONSTRUCTION WITHOUT PERMIT APPLIED DATE: Sep. 6, 2007 STATUS: FOLLOW UP INVESTIGATION 1 -CV060355 GRADING WITHOUT PERMIT APPLIED DATE: Jan. 24, 2006 STATUS: INVESTIGATION
ENVIRON. HEALTH CASE(S):	- NO ENVIRONMENTAL CASES
TAX RATE AREA:	- 951-080-032 - 094-148
TAX ASSESSMENT DISTRICTS:	- 094-148 • COUNTY FREE LIBRARY • COUNTY STRUCTURE FIRE PROTECTION • COUNTY WASTE RESOURCE MGMT DIST • CSA 149 • CSA 152 • EASTERN MUN WATER IMP DIST B • EASTERN MUNICIPAL WATER • ELS MURRIETA ANZA RESOURCE CONS • ELSINORE AREA ELEM SCHOOL FUND • FLOOD CONTROL ADMINISTRATION • FLOOD CONTROL ZONE 7 • GENERAL

- GENERAL PURPOSE
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- RANCHO CAL WTR R DIV DEBT SV
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- TEMECULA PUBLIC CEMETERY
- TEMECULA UNIFIED
- TEMECULA UNIFIED B & I
- VALLEY WIDE REC & PARK

SURFACE MINES:

- NO SURFACE MINES

PALEONTOLOGICAL SENSITIVITY:

- HIGH SENSITIVITY (HIGH A).
BASED ON GEOLOGIC FORMATIONS OR MAPPABLE ROCK UNITS THAT ARE ROCKS THAT
CONTAIN FOSSILIZED BODY ELEMENTS, AND TRACE FOSSILS SUCH AS TRACKS, NESTS
AND EGGS. THESE FOSSILS OCCUR ON OR BELOW THE SURFACE.

COMMUNITY FACILITY DISTRICTS:

- NAME: NOT IN A COMMUNITY FACILITY DISTRICT
- DISTRICT NUMBER: NOT AVAILABLE

THOMAS BROS. MAPS PAGE/GRID:

- PAGE 959- GRID H4

SPECIAL NOTES:

- NO SPECIAL NOTES

REPORT PRINTED ON...Wed Jan 07 13:50:19 2009



INVOICE

Order Number: 18419**Order Date:** 11/19/2008**Customer Information:****Acct No.** 1044

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT
4080 Lemon Street
Riverside, CA 92501

Attn: Brent Steele
REF: CV06-0356/LaKesha Convington
IN RE: ADAMS, NATHANAEL WILLIAM

Product and/or Service ordered for Property known as:

33171 Madera De Playa
Temecula, CA 92592

DESCRIPTION:	FEE:
Lot Book Report	\$120.00
TOTAL DUE:	\$120.00

Payment due upon receipt. Please remit to:

RZ Title Services, Inc.
8826 Ocean View Ave. #H
Whittier, CA 90605



8826 Ocean View Ave. #H
Whittier, CA 90605
Tel # (562) 325-8351
Fax # (714) 783-3038

Lot Book Report

Order Number: **18419**

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV06-0356/LaKesha Convington

IN RE: ADAMS, NATHANAEL WILLIAM

Order Date: 11/19/2008

Dated as of: 11/25/2008

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 33171 Madera De Playa

Temecula

CA 92592

Assessor's Parcel No. : 951-080-032-8

Assessments:

Land Value: \$211,000.00

Improvement Value: \$392,000.00

Exemption Value: \$0.00

Total Value: \$603,000.00

Tax Information

Property Taxes for the Fiscal Year

2008-2009

First Installment

\$3,537.29

Penalty

\$0.00

Status

OPEN NOT-PAID (DUE DATE 12/10/2008)

Second Installment

\$3,537.29

Penalty

\$0.00

Status

OPEN NOT-PAID (DUE DATE 04/10/2009)



8826 Ocean View Ave. #H
Whittier, CA 90605
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 18419

Reference: CV06-0356/LaKes

Property Vesting

The last recorded document transferring title of said property

Dated	12/19/2005
Recorded	02/15/2006
Document No.	2006-0112276
D.T.T.	\$1,020.80
Grantor	Brian Richard Deegan and Marissa Shay Deegan, Trustees of The Family Trust of Brian Richard Deegan and Marissa Shay Deegan, dated June 10, 2005
Grantee	Nathanael William Adams, a single man

Note: Document recorded with incorrect/incomplete legal description

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	02/08/2006
Recorded	02/15/2006
Document No.	2006-0112277
Amount	\$742,400.00
Trustor	Nathanael W. Adams, a single man
Trustee	Chicago Title
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for First Magnus Financial Corporation, an Arizona corporation

Note: Document recorded with incorrect/incomplete legal description



8826 Ocean View Ave. #H
Whittier, CA 90605
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 18419
Reference: CV06-0356/LaKes

Additional Information

Notice of Non-Compliance filed by	County of Riverside
In the matter of the property of	Nathanael William Adams
Case No.	CV07-7450
Recorded	01/17/2008
Document No.	2008-0026336
Notice of Non-Compliance filed by	County of Riverside
In the matter of the property of	Nathanael William Adams
Case No.	CV06-0356
Recorded	01/17/2008
Document No.	2008-0026340
Notice of Non-Compliance filed by	County of Riverside Department of Building and Safety
In the matter of the property of	Brian Deegan
Case No.	CV01-3640
Recorded	07/26/2004
Document No.	2004-0576637
A Certificate of County Tax Lien Recorded	06/11/2007
Document No	2007-0379237
Amount	\$1,792.54
Tax Year	2005-2006
Account No.	0317954
Debtor	Nathanael W. Adams
Creditor: Tax Collector of the County of	Riverside

Legal Description

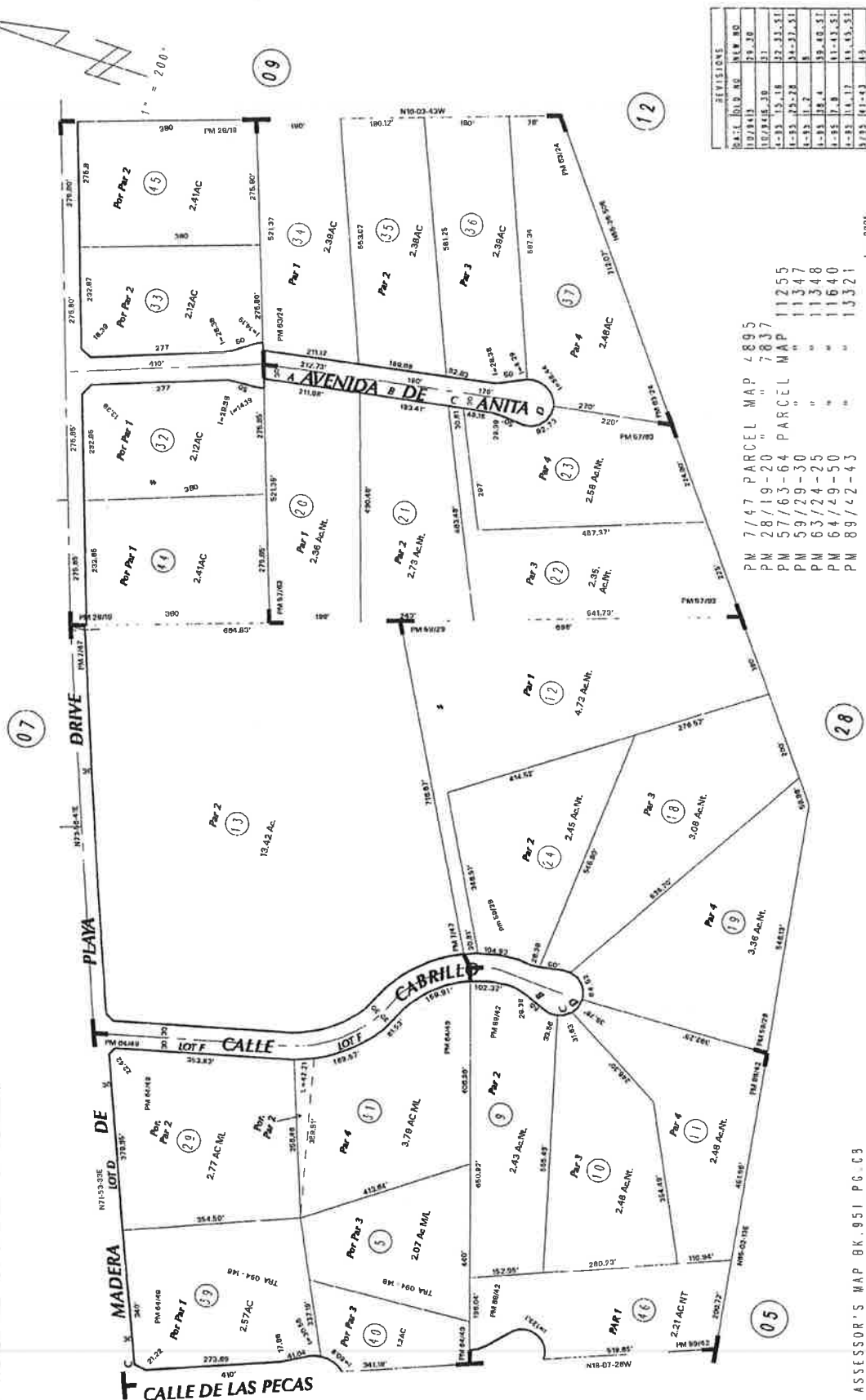
THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

THE EASTERLY 275.85 FEET OF THE WESTERLY 551.70 FEET OF THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 7837, AS PER MAP RECORDED IN BOOK 28, PAGES 19 AND 20 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, SHOWN AS A PORTION OF PARCEL 1 AND LETTERED LOTS "A" AND "B" IN SAID PARCEL MAP.

T. R. A. 094-145
094-146

SEC. 33 34 T. 7S., R. 2W
POR. TRACT OF RANCHO PAUBA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH CALIFORNIA LOT-SPLIT OR BUILDING SITE ORDINANCES.



ASSESSOR'S MAP BK. 951 PG. 63
Riverside County, Cal.

Apr 2001

SUBJECT	DATE	OLD NO.	NEW NO.
	07/08/13	29	30
	06/04/15	30	31
	-03-15-18	32	33-35
	--55-75-78	34-37	35
	-92-1-2	38	
	--85-78,4	39	40-51
	--95-7,8	41-43	51
	--85-14,17	44	45,51
		45	
		46	

PM	7/47	PARCEL	MAP	4895
PM	28/19-20	"	"	7837
PM	57/63-64	PARCEL	MAP	11255
PM	59/29-30	"	"	11347
PM	63/24-25	"	"	11348
PM	64/29-50	"	"	11640
PM	89/22-43	"	"	13321

@PJT. EOL NAME="NMQ50066"

12/21/2005 11:45 FAX

Recording Requested By
CHICAGO TITLE COMPANY

RECORDING REQUESTED BY
Chicago Title Company
AND WHEN RECORDED MAIL TO:
Nathanael W. Adams
33171 Madera De Playa
Temecula, CA 92592

DOC # 2006-0112276

02/15/2006 08:00A Fee:32.00

Page 1 of 6 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
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A.P.N.: 951-080-032-8 TRA #: 094

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$1,020.80
[X] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] unincorporated area: [] City of Temecula, and



FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
Brian Richard Deegan and Marissa Shay Deegan, Trustees of The Family Trust of Brian Richard Deegan and Marissa Shay Deegan, dated June 10, 2005

hereby GRANT(S) to **Nathanael William Adams, A Single Man**

the following described property in the County of **Riverside**, State of California;

The Easterly 275.85 feet of the Westerly 551.70 feet of that portion of Parcel Map 7837 as shown by Map on file in Book 28 Page(s) 19 and 20, of Parcel Maps, records of Riverside County, California, shown as Parcel and Lettered Lots "A" and "B" in said parcel map.

GRANT DEED CONTINUED ON NEXT PAGE

Mail Tax Statements to: SAME AS ABOVE

Public Record

A.P.N.: 951-080-032-8

CONTINUATION OF GRANT DEED

Brian Richard Deegan and Marissa Shay
Deegan, Trustees of The Family Trust
of Brian Richard Deegan and Marissa
Shay Deegan, dated June 10, 2005

By: [Signature]
Brian Richard Deegan, Trustee

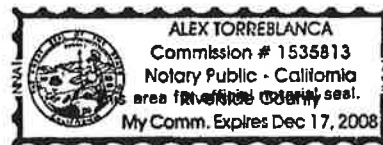
By: [Signature]
Marissa Shay Deegan, Trustee

Document Date: December 19, 2005STATE OF CALIFORNIA
COUNTY OF Riverside

On January 7th 2006 before me, Alex Torreblanca, Notary Public
personally appeared Brian Richard Deegan and Marissa Shay Deegan

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]

Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of notary: Alex Torreblanca

Commission No.: 1535813

Date Commission expires: 12-17-08

County: Riverside

By: 

Date: 2-15-06


CERTIFICATION

Under the provisions of Government Code 27361.7 I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

See Attached

Date: 2-15-06

Signature: 

RECORDING REQUESTED BY
Chicago Title Company
AND WHEN RECORDED MAIL TO:
Nathanael W. Adams
33171 Madera De Playa
Temecula, CA 92592

Space Above This Line for Recorder's Use Only

A.P.N.: 951-080-032-8 TRA #:

Order No.: 57054263

Escrow No.: T27036-CH

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$1,020.80
[X] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] unincorporated area; [] City of Temecula, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
Brian Richard Deegan and Marissa Shay Deegan, Trustees of The Family Trust of Brian Richard Deegan and Marissa Shay Deegan, dated June 10, 2005

hereby GRANT(S) to **Nathanael William Adams, A Single Man**

the following described property in the County of **Riverside**, State of California;

The Easterly 275.85 feet of the Westerly 551.70 feet of that portion of Parcel Map 7837 as shown by Map on file in Book 28 Page(s) 19 and 20, of Parcel Maps, records of Riverside County, California, shown as Parcel and Lettered Lots "A" and "B" in said parcel map.

GRANT DEED CONTINUED ON NEXT PAGE

Mail Tax Statements to: SAME AS ABOVE

Public Record

A.P.N.: 951-080-032-8

CONTINUATION OF GRANT DEED

Brian Richard Deegan and Marissa Shay
Deegan, Trustees of The Family Trust
of Brian Richard Deegan and Marissa
Shay Deegan, dated June 10, 2005

By: _____
Brian Richard Deegan, Trustee

By: _____
Marissa Shay Deegan, Trustee

Document Date: December 19, 2005

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____
personally appeared _____,

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 _____

This area for official notarial seal.

EXHIBIT A

THE EASTERLY 275.85 FEET OF THE WESTERLY 551.70 FEET OF THAT PORTION OF
PARCEL MAP NO. 7837, AS PER MAP RECORDED IN BOOK 28, PAGES 19 AND 20 OF PARCEL
MAPS, RECORDS OF RIVERSIDE COUNTY, SHOWN AS A PORTION OF PARCEL 1 AND LETTERED
LOTS "A" AND "B" IN SAID PARCEL MAP

Recording Requested By
CHICAGO TITLE COMPANY

DOC # 2006-0112277
02/15/2006 08:00A Fee:66.00

Page 1 of 20
Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder

Recording Requested By:
FIRST MAGNUS FINANCIAL CORPORATION

Return To:
FIRST MAGNUS FINANCIAL CORPORATION

603 N. WILMOT
TUCSON, AZ 85711

Prepared By:
FIRST MAGNUS FINANCIAL CORPORATION
603 N. WILMOT
TUCSON, AZ 85711



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			20						
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A	R	L				COPY	LONG	REFUND	NCHG EXAM

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DEED OF TRUST

LOAN NO.: 8900020042
ESCROW NO.: T27036-CH

MIN 100038299000200428
MERS Phone: 1-888-679-6377



DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated together with all Riders to this document.

FEBRUARY 08, 2006

(B) "Borrower" is
NATHANIEL W ADAMS A SINGLE MAN

Borrower's address is 33171 MADERA DE PLAYA, TEMECULA, CA 92592
Borrower is the trustor under this Security Instrument.

(C) "Lender" is
FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

Lender is a CORPORATION
organized and existing under the laws of ARIZONA

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP-6A(CA) (0207)

Page 1 of 15

LENDER SUPPORT SYSTEMS, INC MERS6ACA.NEW (06/04)

Form 3005 1/01

Public Record

Lender's address is
603 North Wilmot Road, TUCSON, AZ 85711

(D) "Trustee" is
CHICAGO TITLE

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated FEBRUARY 08, 2006
The Note states that Borrower owes Lender

SEVEN HUNDRED FORTY TWO THOUSAND FOUR HUNDRED AND NO/100 X X X X X X X X X X X X X X X X Dollars

(U.S. \$ 742,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 01, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "RIDERS" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [specify]		

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of RIVERSIDE :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOFAND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 951-080-032-8

which currently has the address of

33171 MADERA DE PLAYA

[Street]

TEMECULA

[City], California 92592 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

VMP-6A(CA) (0207)

Page 3 of 15


Initialed: 
Form 3005 1/01

EXHIBIT A

THE EASTERLY 275.85 FEET OF THE WESTERLY 551.70 FEET OF THAT PORTION OF
PARCEL MAP NO. 7837, AS PER MAP RECORDED IN BOOK 28, PAGES 19 AND 20 OF PARCEL
MAPS, RECORDS OF RIVERSIDE COUNTY, SHOWN AS A PORTION OF PARCEL 1 AND LETTERED
LOTS "A" AND "B" IN SAID PARCEL MAP

115

of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any RIDER executed by Borrower and recorded with it.

Witnesses:

-Witness

-Witness


NATHANAEL W ADAMS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

State of CALIFORNIA

County of *Riverside*

On *2/10/06*

NATHANIEL W ADAMS

before me, *Erin Litteral*, Notary Public
personally appeared

(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.



Erin Litteral (Seal)

FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In *The Wall Street Journal*)- Rate Caps)

LOAN NO.: 9900020042

MIN: 100039299000200429
MERS Phone: 1-888-679-6377

THIS FIXED/ADJUSTABLE RATE RIDER is made this 8th day of FEBRUARY, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

("Lender") of the same date and covering the property described in the Security Instrument and located at:

33171 MADERA DE PLAYA, TEMECULA, CA 92592
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.250 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of MARCH, 2013, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

Initials: 

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family -
Fannie Mae Uniform Instrument Form 3187 6/01
V-168R (0401).01 Page 1 of 4 LENDER SUPPORT SYSTEMS INC. 168R.NEW (12/05)

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding
TWO AND ONE QUARTER percentage points

(2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.250 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Initials: AA

V-168R (0401).01

Page 2 of 4

Form 3187 6/01

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note

Initials: 

and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.


NATHANIEL W ADAMS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

V-168R (0401).01

Page 4 of 4

Form 3187 6/01

When recorded please mail to:
Mail Stop 5155

DOC # 2008-0026340

01/17/2008 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

In the matter of the Property of)

Case No.: CV06-0356

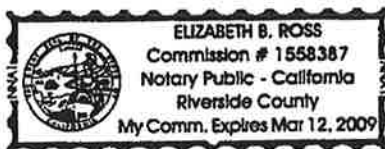
Nathanael William Adams)

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457 Sec. 4 (RCC Title 15) described as grading without approval from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 33171 Madera De Playa, Temecula, CA and more particularly described as Assessment Parcel No. 951-080-032 and having a legal description of 2.12 ACRES M/L IN POR PAR 1 PM 028/019 PM 7837 with the requirements of Ordinance No.457 Sec.4, (RCC Title 15).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Building and Safety Department, 39493 Los Alamos Road, Ste A, Murrieta, CA 92563 Attention Code Enforcement Officer Angela Frazier (951) 600-6140.

NOTICE IS FURTHER GIVEN in accordance with 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

NOTICE OF FURTHER GIVEN that pursuant to Riverside County Ordinance 457.96 Section 4, 3306.03 the Department of Building and Safety may place a five year hold on the issuance of related building permits and land use approvals for this property. Any property owner aggrieved by this decision has the right to appeal to the County of Riverside Board of Supervisors.



COUNTY OF RIVERSIDE

By: 

Mark Slocum

Code Enforcement Department

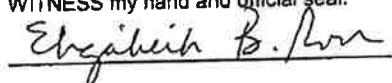
ACKNOWLEDGMENT

State of California)
County of Riverside)

On 01/14/08 before me, Elizabeth B. Ross, Notary Public, personally appeared Mark Slocum, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Public Record

When recorded please mail to:
Mail Stop 5155

DOC # 2008-0026336
01/17/2008 08:00A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



030
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NOTICE OF NONCOMPLIANCE

In the matter of the Property of
Nathanael William Adams

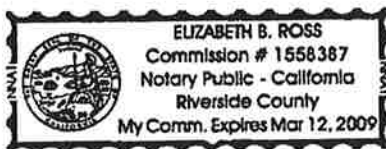
Case No.: CV07-7450

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457 Sec. 2, (RCC Title 15.08) described as Construction Without Permit- foam pit. Such proceedings are based upon the noncompliance of such real property, located at 33171 Madera De Playa, Temecula, CA and more particularly described as Assessment Parcel No. 951-080-032 and having a legal description of 2.12 ACRES M/L IN POR PAR 1 PM 028/019 PM 7837 with the requirements of Ordinance No. 457 Sec. 2, (RCC Title 15.08).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside, which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Building and Safety Department, 39493 Los Alamos Road, Murrieta, CA 92563. Attention Code Enforcement Officer Angela Frazier (951) 600-6140.

NOTICE IS FURTHER GIVEN in accordance with 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE



By:
Mark Slocum
Code Enforcement Department

ACKNOWLEDGMENT

State of California)
County of Riverside)

On 01/14/08 before me, Elizabeth B. Ross, Notary Public, personally appeared Mark Slocum, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Public Record

When recorded please mail to:
Mail Stop# 5155

DOC # 2004-0576637

07/26/2004 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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NOTICE OF NONCOMPLIANCE

In the matter of the Property of
Brian Deegan

Case No.: CV01-3640

C
DP

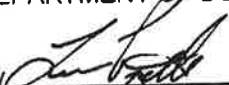
NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457, Section 4, (RCC Title 15.12) described as grading without a permit & Riverside County Ordinance No. 348, Section 5.1, (RCC Title 17.16.010) described as land use without Planning Dept. approval - motocross track. Such proceedings are based upon the noncompliance of such real property, located at 33171 Madera De Playa, Temecula, CA and more particularly described as Assessment Parcel No. 951-080-032 and having a legal description of Parcel Map 7837, Lot 1 Por., Parcel Map 28, Page 19, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.12) & Ordinance No. 348 (RCC Title 17.16.010).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Building and Safety Department, 39493 LOS ALAMOS ROAD, MURRIETA, CA 92563, Attention Code Enforcement Officer Jeannie Chamberlain.

NOTICE IS FURTHER GIVEN in accordance with § 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE
DEPARTMENT OF BUILDING AND SAFETY

By


Louis Pizatella, Supervising Code Enforcement Officer
Code Enforcement Division

ACKNOWLEDGMENT

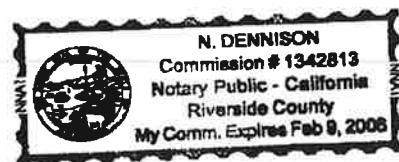
State of California
County of Riverside

On 7-19-04 before me, Norena Dennison, Notary Public, personally appeared Louis Pizatella, personally known to me 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.



(Seal of Notary)



THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN
FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

NATHANAEL W ADAMS
33839 PEGASE CT
TEMECULA CA CA 925920000

Doc #, 2007-0379237
06/11/2007 08:00A Fee: NC
Page 1 of 1

Recorded in Official Records

County of Riverside

== Larry W Ward ==

Assessor, County Clerk and Recorder

**This document was electronically prepared and
recorded by the County of Riverside**

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq.
and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

SS

No. 0317954

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS

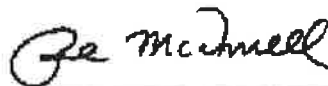
ADAMS NATHANAEL W
33839 PEGASE CT
TEMECULA CA CA 925920000

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2005-2006	094-236	052486039-7	\$1,792.54	\$179.25		\$11.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 05/01/2007



Paul McDonnell, Tax Collector

Public Record



First American Title Company

3625 Fourteenth Street

Riverside, CA 92501

Phone: (951)787-1700 / Fax:

PR: 06243

Ofc: 0625 (446)

Final Invoice

To: County of Riverside Code Enforcement Department
39493 Los Alamos Road, Suite A
Murrieta, CA 92563-5039

Invoice No.: 446 - 44612199
Date: 12/21/2007
Our File No.: 0625-2967323
Title Officer: Sharon Chase / 23346
Escrow Officer: /
Customer ID: 2378265

Attention: LaKesha Covington

Your Reference No.: CV 06-0356

RE: Property:
33171 Madera De Playa, Temecula, CA

Liability Amounts
Owners:
Lenders:

Buyers:
Sellers: Nathanel Adams

Description of Charge	Invoice Amount
CLTA Lot Book Guarantee	\$75.00
CLTA Judgment/Tax Lien Guarantee Form 10	\$75.00

INVOICE TOTAL \$150.00

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:

Attention: Accounts Receivable Department

*C/O JPMorgan Chase, 2710 Media Center Dr., Building #6, Suite #120, Attn: FAT-SCD-004 Box #100016
Los Angeles, CA 90065*



Riverside Title

3625 Fourteenth Street
Riverside, CA 92501

December 23, 2007

County of Riverside, Code Enforcement Department
39493 Los Alamos Road, Suite A
Murrieta, CA 92563-5039
Attn: LaKesha Covington

Reference: CV 06-0356

Title Officer: **Sharon Chase**
Telephone: **(951)787-1700**
Fax: **(866)208-8769**

Order No.: **0625-2967323**

Owner: **Nathanael William Adams**

Property: **33171 Madera De Playa**
Temecula, CA

APN: **951-080-032-8**

Attached please find the following item(s):

Combination Guarantee

All inquiries and correspondence regarding the above should be directed to the Title Officer/Escrow Officer listed above.

Thank you for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

CUSTOMER FIRST!
First American Title Insurance Company

COMBINATION GUARANTEE

SCHEDULE A

Order No.: **0625-2967323**

Liability: **\$1,500.00**

Fee: **\$150.00**

1. Name of Assured: **County of Riverside, Code Enforcement Department**

2. Date of Guarantee: **December 17, 2007**

The Assurances referred to on the face page hereof are set forth in Schedules B and C.

Dated: **12/17/2007** at 7:30 am

First American Title Insurance Company

By Curt S. Johnson - President

LOT BOOK GUARANTEE

SCHEDULE B

The assurances referred to on the face page hereof are:

That, according to the company's property records relative to the following described land (but without examination of those company records maintained in indexed by name):

See legal description attached hereto and made a part hereof

A. The last recorded instrument purporting to transfer title to said land is:

DOCUMENT TYPE:	Grant Deed
RECORDED:	February 15, 2006
INSTRUMENT#:	Instrument No. 06-112277
BOOK:	
PAGE:	
EFFECTIVE DATE:	December 17, 2007

No Guarantee is made regarding (A) matters affecting the beneficial interest of any mortgage or Deed of Trust which may be shown herein as an Exception, or (B) other matters which may affect any such mortgage or Deed of Trust.

No Guarantee is made regarding any liens, claims or liens, defects or encumbrances other than those specifically provided for above, and if information was requested by reference to a street address, no guarantee is made that land is the same as said address.

EXCEPTION B:

1. A deed of trust to secure an original indebtedness of \$742,400.00 recorded February 15, 2006 as Instrument No. 06-112277 of Official Records.

Dated: February 8, 2006

Trustor: Nathanael W Adams a single man

Trustee: Chicago Title

Beneficiary: Mortgage Electronic Registration Systems, Inc.

Lender: First Magnus Financial Corporation, an Arizona Corporation

LEGAL DESCRIPTION

The land referred to in this report is situated in the unincorporated area of the County of **Riverside**, State of **California** , and described as follows:

THE EASTERLY 275.85 FEET OF THE WESTERLY 551.70 FEET OF THAT PORTION OF PARCEL MAP NO. 7837, AS PER MAP RECORDED IN BOOK 28, PAGES 19 AND 20 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, SHOWN AS A PORTION OF PARCEL 1 AND LETTERED LOTS "A" AND "B" IN SAID PARCEL MAP.

APN #: **951-080-032-8**

JUDGMENT AND TAX LIEN GUARANTEE

SCHEDULE C

The assurances referred to on the face page hereof are:

That, according to the indices of the county recorder of **Riverside** County, California, for a period of 10 years immediately prior to the date hereof, there are no:

Federal Tax Liens
Abstracts of Judgement, or
Certificates of State Tax Liens

Filed or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown below under Exception C.

The parties referred to in this guarantee are as follows:

Nathanael William Adams

Liability Exclusions and Limitations

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The company's liability hereunder shall be limited to the amount of actual loss sustained by the assured because of reliance upon the assurances herein set forth, but in no event shall the company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

EXCEPTION C:

1. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Riverside County, recorded June 11, 2007, as Instrument No. 07-379237 of Official Records.

Debtor: Adams Nathanael W
Year & No.: 2005-2006/0317954
Amount: \$1,792.54, and any other amounts due thereunder.

Recording Requested By
CHICAGO TITLE COMPANY

DOC # 2006-0112277

02/15/2006 08:00A Fee:66.00

Page 1 of 20

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

Recording Requested By:
FIRST MAGNUS FINANCIAL CORPORATION

Return To:
FIRST MAGNUS FINANCIAL CORPORATION

603 N. WILMOT
TUCSON, AZ 85711

Prepared By:

FIRST MAGNUS FINANCIAL CORPORATION
603 N. WILMOT
TUCSON, AZ 85711



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									19
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

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DEED OF TRUST

LOAN NO.: 9900020042
ESCROW NO.: T27036-CH

MIN 100039299000200429
MERS Phone: 1-888-679-6377



DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated
together with all Riders to this document.

FEBRUARY 08, 2006

(B) "Borrower" is
NATHANIEL W ADAMS A SINGLE MAN

Borrower's address is 33171 MADERA DE PLAYA, TEMECULA, CA 92592
Borrower is the trustor under this Security Instrument.

(C) "Lender" is
FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

Lender is a CORPORATION
organized and existing under the laws of ARIZONA

Initials: *NA*

Form 3005 1/01

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP-6A(CA) (0207)

Page 1 of 15

LENDER SUPPORT SYSTEM: S, INC MERS6ACA.NEW (05/04)

Lender's address is
603 North Wilmot Road, TUCSON, AZ 85711

(D) "Trustee" is
CHICAGO TITLE

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated FEBRUARY 08, 2006
The Note states that Borrower owes Lender

SEVEN HUNDRED FORTY TWO THOUSAND FOUR HUNDRED AND NO/100 X X X X X X X X X X X X X X X X Dollars

(U.S. \$ 742,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 01, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "RIDERS" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [specify]		

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of RIVERSIDE :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOFAND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 951-080-032-8

which currently has the address of

33171 MADERA DE PLAYA [Street]
TEMECULA [City], California 92592 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

EXHIBIT A

THE EASTERLY 275.85 FEET OF THE WESTERLY 551.70 FEET OF THAT PORTION OF
PARCEL MAP NO. 7837, AS PER MAP RECORDED IN BOOK 28, PAGES 19 AND 20 OF PARCEL
MAPS, RECORDS OF RIVERSIDE COUNTY, SHOWN AS A PORTION OF PARCEL 1 AND LETTERED
LOTS "A" AND "B" IN SAID PARCEL MAP

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of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

Initials: 

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any RIDER executed by Borrower and recorded with it.

Witnesses:

-Witness

-Witness


NATHANAEL W ADAMS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

State of CALIFORNIA
County of *Riverside*

On *2/10/06*

NATHANAE W ADAMS

} ss.
before me, *Erin Litteral, Notary Public*
personally appeared

, 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.



Erin Litteral (Seal)

FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In *The Wall Street Journal*)- Rate Caps)

LOAN NO.: 9900020042

MIN: 100039299000200429
MERS Phone: 1-888-679-6377

THIS FIXED/ADJUSTABLE RATE RIDER is made this 8th day of FEBRUARY, 2006 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

("Lender") of the same date and covering the property described in the Security Instrument and located at:

33171 MADERA DE PLAYA, TEMECULA, CA 92592
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.250 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of MARCH, 2013 , and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

Initials: 

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family -
Fannie Mae Uniform Instrument Form 3187 6/01

V-168R (0401).01 Page 1 of 4 LENDER SUPPORT SYSTEMS INC. 168R.NEW (12/05)

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding
TWO AND ONE QUARTER percentage points

(2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.250 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.


To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note

Initials: *AA*

and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

 (Seal) _____ (Seal)
NATHANAEL W. ADAMS -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN
FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

NATHANAEL W ADAMS
33839 PEGASE CT
TEMECULA CA CA 925920000

Doc #. 2007-0379237
06/11/2007 08:00A Fee: NC
Page 1 of 1

Recorded in Official Records

County of Riverside

== Larry W Ward ==

Assessor, County Clerk and Recorder

**This document was electronically prepared and
recorded by the County of Riverside**

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq.
and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA | SS
COUNTY OF RIVERSIDE

No. 0317954

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS

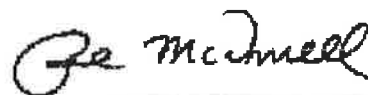
ADAMS NATHANAEL W
33839 PEGASE CT
TEMECULA CA CA 925920000

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2005-2006	094-236	052486039-7	\$1,792.54	\$179.25		\$11.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 05/01/2007



Paul McDonnell, Tax Collector

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any RIDER executed by Borrower and recorded with it.

Witnesses:

-Witness

-Witness


NATHANAEL W ADAMS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

State of CALIFORNIA
County of Riverside

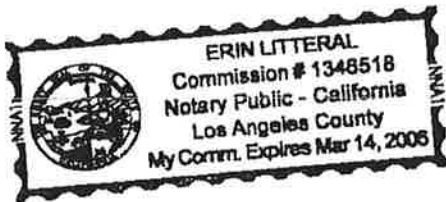
On 2/10/06

NATHANAEL W ADAMS

} ss.
before me, Erin Litteral, Notary Public
personally appeared

, 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.



Erin Litteral (Seal)

FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In *The Wall Street Journal*)- Rate Caps)

LOAN NO.: 9900020042

MIN: 100039299000200429
MERS Phone: 1-888-679-6377

THIS FIXED/ADJUSTABLE RATE RIDER is made this 8th day of FEBRUARY, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

("Lender") of the same date and covering the property described in the Security Instrument and located at:

33171 MADERA DE PLAYA, TEMECULA, CA 92592
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.250 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of MARCH, 2013, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

Initials: 

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family -
Fannie Mae Uniform Instrument Form 3187 6/01
V-168R (0401).01 Page 1 of 4 LENDER SUPPORT SYSTEMS INC. 168R.NEW (12/05)

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.250 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

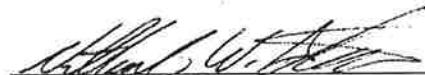
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note

Initials: LA

and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

 (Seal) _____ (Seal)
NATHANAEL W. ADAMS -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

Recording Requested By
CHICAGO TITLE COMPANY

DOC # 2006-0112277

02/15/2006 08:00A Fee:66.00

Page 1 of 20

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder

Recording Requested By:
FIRST MAGNUS FINANCIAL CORPORATION

Return To:
FIRST MAGNUS FINANCIAL CORPORATION

603 N. WILMOT
TUCSON, AZ 85711

Prepared By:

FIRST MAGNUS FINANCIAL CORPORATION
603 N. WILMOT
TUCSON, AZ 85711



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
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A	R	L				COPY	LONG	REFUND	NCHG EXAM

[Space Above T

DEED OF TRUST

LOAN NO.: 9900020042
ESCROW NO.: T27036-CH

MIN 100039299000200429
MERS Phone: 1-888-679-6377



DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated
together with all Riders to this document.

FEBRUARY 08, 2006

(B) "Borrower" is
NATHANAE W ADAMS A SINGLE MAN

Borrower's address is 33171 MADERA DE PLAYA, TEMECULA, CA 92592
Borrower is the trustor under this Security Instrument.

(C) "Lender" is
FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

Lender is a CORPORATION
organized and existing under the laws of ARIZONA

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP-6A(CA) (0207)

Page 1 of 15

LENDER SUPPORT SYSTEMS, INC MERS6ACA.NEW (05/04)

Form 3005 1/01

Lender's address is
603 North Wilmot Road, TUCSON, AZ 85711

(D) "Trustee" is
CHICAGO TITLE

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated FEBRUARY 08, 2006
The Note states that Borrower owes Lender

SEVEN HUNDRED FORTY TWO THOUSAND FOUR HUNDRED AND NO/100 X X X X X X X X X X X X X X X X
Dollars

(U.S. \$ 742,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 01, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "RIDERS" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [specify]		

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of RIVERSIDE :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOFAND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 951-080-032-8 which currently has the address of
33171 MADERA DE PLAYA [Street]
TMECULA [City], California 92592 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

EXHIBIT A

THE EASTERLY 275.85 FEET OF THE WESTERLY 551.70 FEET OF THAT PORTION OF
PARCEL MAP NO. 7837, AS PER MAP RECORDED IN BOOK 28, PAGES 19 AND 20 OF PARCEL
MAPS, RECORDS OF RIVERSIDE COUNTY, SHOWN AS A PORTION OF PARCEL 1 AND LETTERED
LOTS "A" AND "B" IN SAID PARCEL MAP

115

of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

PHOTO EVIDENCE # 1 Ofc. A. Frazier CV06-0356



PHOTO # 1 NOTES: The main jump



PHOTO # 2 NOTES: Second view of the jumps

PHOTO EVIDENCE # 2 Ofc. A. Frazier CV06-0356



PHOTO # 1 NOTES: Foam pit.



PHOTO # 2 NOTES: Side view of a jump and brume.

PHOTO EVIDENCE # 3 Ofc. A. Frazier CV06-0356



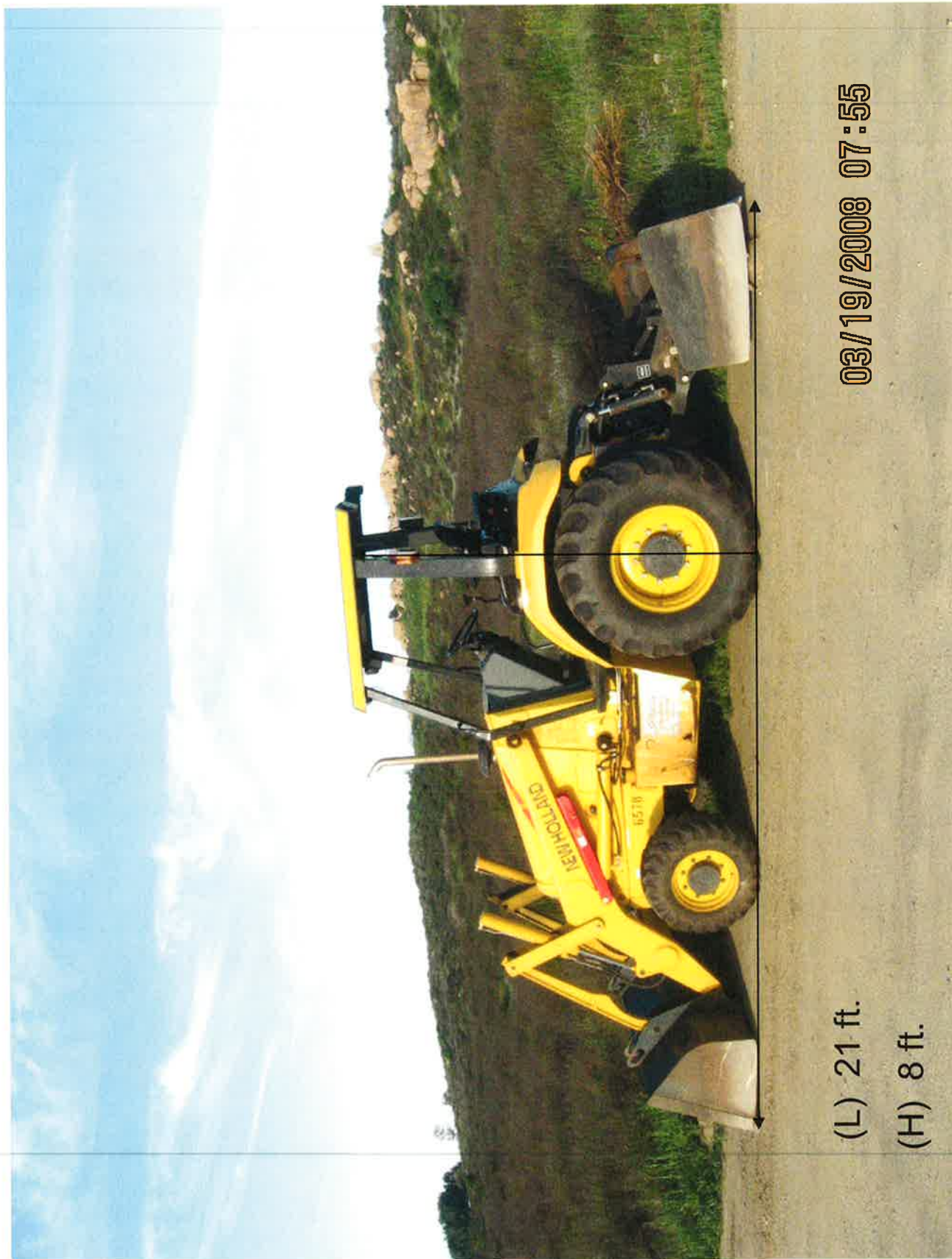
PHOTO # 1 NOTES: mini jumps and brume



PHOTO # 2 NOTES: Jump with brume

33171 MADERA DE PLAYA





(L) 21 ft.

(H) 8 ft.

03/19/2008 07:55

CV06-0356

Picture taken by Officer Frazier, A



CV07745

33171 Madera De Playa

Picture taken by Officer, Frazier A.



04/24/2008 14:12

PHOTOGRAPHIC EVIDENCE

TAKEN BY: ABUSTILLOS

CASE # CV06-0356

DATE: DEC. 16, 2008



PHOTO # 1 NOTES: GRADING REMAINS



PHOTO # 2 NOTES:

EXHIBIT NO. D⁹

PHOTOGRAPHIC EVIDENCE

TAKEN BY: ABUSTILLOS

CASE # CV07-7450

DATE: DEC. 19, 2008



PHOTO # 1 NOTES: Foam Pit in same location on property.



PHOTO # 2

EXHIBIT NO. D¹⁰

PHOTOGRAPHIC EVIDENCE

TAKEN BY: ABUSTILLOS

CASE # CV07-7450

DATE: DEC 19, 2008



PHOTO # 3



PHOTO # 4 NOTES: View of both Illegal Grading and Foam Pit Ramps on property.

EXHIBIT NO. D"

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

C106-0356
CASE NO.: _____ APN# 951-040-032

THE PROPERTY AT 33171 MADALA 2e Plaka
WAS INSPECTED AT 1:40 am/pm ON 12-19-07
BY A. Farnick / P. Wilson

(Name of Inspector or Investigator/ Badge No.)

AND FOUND TO BE IN VIOLATION OF RIVERSIDE COUNTY CODE
AS FOLLOWS:

CODE R.C.C. SECTION 15.12
Unapproved Grading

YOU ARE DIRECTED TO COMPLY WITH THIS NOTICE BY

Obtain handy detection equipment
number

IMMEDIATELY. A FOLLOW-UP INVESTIGATION WILL BE CONDUCTED
ON OR ABOUT 1-10-07. FAILURE TO COMPLY BY THIS DATE
COULD RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE
CITATION, AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR
THE ABATEMENT AND ENFORCEMENT COSTS.

PENALTY FOR FAILURE TO COMPLY

A FINE MAY BE ASSESSED AT THE RATE OF:

\$100 FOR EACH VIOLATION ON THE FIRST OFFENSE

\$200 FOR EACH VIOLATION ON THE SECOND OFFENSE

\$500 FOR EACH VIOLATION ON THE THIRD OFFENSE

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS
CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS
ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN
HOURLY RATE OF \$ 109 AS DETERMINED BY THE BOARD OF
SUPERVISORS. YOU WILL HAVE THE RIGHT TO OBJECT TO THESE
CHARGES BY FILING A REQUEST FOR HEARING WITH THE
DEPARTMENT OF BUILDING & SAFETY WITHIN TEN (10) DAYS OF
SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION
C. OF RIVERSIDE COUNTY CODE 1.16.080

Congelacion # 78
SIGNATURE -INSPECTOR OR INVESTIGATOR

OFFICE LOCATIONS: (See Reverse Side)

RECEIVED BY:



DATE: 12-19-07

EXHIBIT NO. E

PROOF OF PERSONAL SERVICE

Case No. CV06-0356

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Angela Frazier, declare that I am a citizen of the United States and am employed by the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is County of Riverside, Code Enforcement Department, 39493 Los Alamos Road, Murrieta CA 92563.

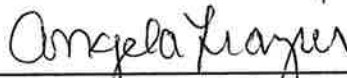
That on December 19, 2007, I served the following document: FIELD NOTICE OF VIOLATION for RCC 15.12 (Grading without Permit- Motocross jumps) and Admin Cite # A20820 (Grading without Permit) by placing a true copy thereof in the hand of NATHANAEL WILLIAM ADAMS at the following address:

33171 MADERA DE PLAYA
TEMEUCLA, CA 92592

XX BY PERSONAL SERVICE: I caused to be delivered such document by hand to the house of the addressee.

XX STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON December 20, 2007, at Murrieta, California.



Signed: Angela Frazier, Code Enforcement Officer

EXHIBIT NO. E²

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE NO. CV-1-7450 APN# 991-060-032

THE PROPERTY AT 3371 MADONIA DE Playa
WAS INSPECTED AT 1440 am/pm ON 12-19-07
BY D. Hargis / P. Wadon

(Name of Inspector or Investigator/ Badge No.)

AND FOUND TO BE IN VIOLATION OF RIVERSIDE COUNTY CODE
AS FOLLOWS:

CODE P.C.C. SECTION 15.08
Construction w/o Permit

YOU ARE DIRECTED TO COMPLY WITH THIS NOTICE BY
Prior to seeking building permit for (Room
Pit) consult with Riverside County Planning
Dept @ 951-995-3200 to ensure compliance
with zoning regulations or develop a (Room Pit)

IMMEDIATELY. A FOLLOW-UP INVESTIGATION WILL BE CONDUCTED
ON OR ABOUT 1-19-07. FAILURE TO COMPLY BY THIS DATE
COULD RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE
CITATION, AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR
THE ABATEMENT AND ENFORCEMENT COSTS.

PENALTY FOR FAILURE TO COMPLY

A FINE MAY BE ASSESSED AT THE RATE OF:

\$100 FOR EACH VIOLATION ON THE FIRST-OFFENSE

\$200 FOR EACH VIOLATION ON THE SECOND OFFENSE

\$500 FOR EACH VIOLATION ON THE THIRD OFFENSE

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS
CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS
ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN
HOURLY RATE OF \$ 109 AS DETERMINED BY THE BOARD OF
SUPERVISORS. YOU WILL HAVE THE RIGHT TO OBJECT TO THESE
CHARGES BY FILING A REQUEST FOR HEARING WITH THE
DEPARTMENT OF BUILDING & SAFETY WITHIN TEN (10) DAYS OF
SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION
C. OF RIVERSIDE COUNTY CODE 1.16.080

Angela Hargis #78
SIGNATURE INSPECTOR OR INVESTIGATOR

OFFICE LOCATIONS: (See Reverse Side)

RECEIVED BY:

[Signature]

DATE: 12-19-07

PROOF OF PERSONAL SERVICE

Case No. CV06-0356

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Angela Frazier, declare that I am a citizen of the United States and am employed by the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is County of Riverside, Code Enforcement Department, 39493 Los Alamos Road, Murrieta CA 92563.

That on December 19, 2007, I served the following document: FIELD NOTICE OF VIOLATION for RCC 15.08 (Construction w/o Permit- Foam Pit) by placing a true copy thereof in the hand of NATHANAEL WILLIAM ADAMS at the following address:

33171 MADERA DE PLAYA
TEMEUCLA, CA 92592

XX BY PERSONAL SERVICE: I caused to be delivered such document by hand to the house of the addressee.

XX STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON December 20, 2007, at Murrieta, California.



Signed: Angela Frazier, Code Enforcement Officer

EXHIBIT NO. E⁴



JAY E. ORR
DIRECTOR

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

39493 LOS ALAMOS RD., SUITE A
MURRIETA, CALIFORNIA 92563
(951) 600-6140 • FAX (951) 600-6190

BRIAN BLACK
STEVE BLOOMQUIST
JOHN BOYD
NEIL LINGLE
JAMES P. MONROE
DIVISION MANAGERS

NOTICE OF VIOLATION
For
UNAPPROVED GRADING

January 16, 2008

See attached: NOTICE LIST / INTERESTED PARTIES

Re: Case No.: CV06-0356

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 33171 Madera De Playa, Temecula, California, Assessor's Parcel Number 951-080-032, is in violation of Riverside County Ordinance 457 (RCC Title 15), relating to grading without approval by the Department of Building and Safety.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

1. Providing complete restoration OR remediation of the property affected by the unapproved grading.

YOU MUST COMPLY WITH THIS NOTICE NO LATER THAN FEB. 16, 2008. FAILURE TO COMPLY WILL RESULT IN CRIMINAL, ADMINISTRATIVE, OR CIVIL ACTION BEING BROUGHT AGAINST YOU INCLUDING PENALTIES, RESTORATION, OR REMEDIATION OF THE ILLEGAL GRADING BY THE COUNTY AND ALL COSTS INCURRED BY THE COUNTY MAY BE IMPOSED AS A SPECIAL ASSESSMENT AND/ OR LIEN AGAINST THE PROPERTY.

NOTICE IS HEREBY GIVEN that Ordinance 457.96 Section 4, 3306.03 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. Any property owner aggrieved by this decision will have the right to appeal to the County of Riverside Board of Supervisors.

FURTHER NOTICE IS HEREBY GIVEN that a Notice of Non-Compliance will be recorded against the affected property.

FURTHER NOTICE IS HEREBY GIVEN that at the conclusion of this case you will receive a summary of administrative costs associated with the processing of this violation at an hourly rate of \$109.00 per hour as determined by the County of Riverside Board of Supervisors. You will have the right to object to these charges by filing a request for hearing with the Department of Building and Safety within 10 days of the service of the summary of charges pursuant to Section 1.16.080 of Riverside County Code.

Angela Frazier, Code Enforcement Officer

EXHIBIT NO. E⁵

PROOF OF SERVICE BY MAIL

Case No: CV06-0356

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 39493 Los Alamos Road, Ste A, Murrieta, CA.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on January 16, 2008, I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION & ILLEGAL GRADING NOTIFICATION LETTER (RCC 15.12)

By depositing a copy thereof in an envelope for deposit in the United States Postal Service & Certified Mail, return receipt requested, and addressed as follows:

Address: See attached: NOTICE LIST / INTERESTED PARTIES

The envelope was sealed and placed for collection and mailing at Murrieta, California, on the same date following the ordinary business practices.

I certify under penalty of perjury according to the laws of the State of California that the foregoing is true and correct.

Executed on January 16, 2008 at Murrieta District Office.


Anna Vasquez, Code Enforcement Aide

Article # 70063450000246954025 -
70063450000246954032 - 70063450000246954049
70063450000246954018

EXHIBIT NO. E⁶



COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY

Tony Carstens
Agency Director



Katherine Gifford
Director,
Administrative
Services Dept.

Ron Goldman
Director,
Planning
Department

George Johnson
Director,
Transportation
Department

Jim Miller
Director,
Building & Safety
Department

Jay E. Orr
Director,
Code Enforcement
Department

Carolyn Syms Luna
Director,
Environmental
Programs Dept.

Illegal Grading Notification

On September 13, 2005 the Board of Supervisors adopted an amendment to Ordinance 457, which allows the Department of Building and Safety to place a five year hold on the issuance of building permits and land use approvals if that property is graded without permits. Any property owner aggrieved by this decision has the right to appeal to the Board of Supervisors.

You have been cited for grading without a permit, you are required to complete an "application to construct" and file for an hourly restoration assessment number. This can be done in any one of the three permit assistance centers listed at the bottom of this page. Once the number has been generated and payment made, you will be contacted by the Environmental Programs Department (EPD) or the Department of Building and Safety to set up your site assessment inspection. Once the site assessment has been completed you will be provided plan requirements in writing. You may be required to provide a Biological Restoration Plan and or Earthwork Restoration Plan. A brief description on each of these is provided below:

Biological Restoration Plan:

A biological restoration plan may be required which is prepared by a qualified biologist and is submitted to the County for review and approval. A biological restoration plan determines how to restore the site to its original state prior to disturbance. This plan may include a re-vegetation plan, an irrigation plan, a mitigation and monitoring plan, schedules and cost estimates for restoration. The level of detail that will be required will be determined through a site assessment conducted by the Environmental Programs Department.

Earthwork Restoration Plan:

The need for an Earthwork Component is based on the estimated volume of earthwork required to be moved on the site in order to effectively restore the site per the intent of County Ordinance 457.

If an Earthwork Plan is required, the plan shall be prepared by a registered civil engineer. All Riverside County Department of Building and Safety typically grading plan requirements are necessary to be incorporated into the Earthwork Plan. Plan requirements shall include the details necessary for earthwork movement, cut and fill slopes, property lines, water courses, the location of surface streets and all associated related information. The Earthwork Plan shall also contain standard notes for the accomplishment of the approved restoration effort. A civil engineer letter of certification of earthwork and a formal compaction report for fills of more than one foot may be required prior to final of the Earthwork Plan.



JAY E. ORR
DIRECTOR

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

4080 LEMON STREET, 12TH FLOOR
RIVERSIDE, CALIFORNIA 92501
(951) 955-2004 • FAX (951) 955-8680

JOHN BOYD
MICHAEL DAUBER
DEPUTY DIRECTOR

BRIAN BLACK
STEVE BLOOMQUIST
NEIL LINGLE
JAMES P. MONROE
DIVISION MANAGERS

NOTICE LIST / INTERESTED PARTIES

January 16, 2008

RE: Case No.: CV06-0356
APN No.: 951-080-032
Address: 33171 Madera De Playa, Temecula, CA 92592

1. Nathanael William Adams *de*
33171 Madera De Playa
Temecula, CA 92592
2. MERS *de*
PO Box 2026
Flint, MI 48501-2026
3. First Magnus Financial Corp. *de*
306 N. Wilmot
Tuscon, AZ 85711
4. County of Riverside *de*
Tax Collector
2005-2006/0317954
PO Box 12205
Riverside, CA 92502

EXHIBIT NO. E⁸

7006 3450 0002 4695 4049

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage:	
Sent To Street, Ap or PO Box City, State	Nathanael W. Adams 33171 Madera De Playa Temecula, CA 92592 CV06-0356 AF
PS Form 3800, August 2006. See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <i>[Signature]</i>	
1. Article Addressed to:		B. Received by (Printed Name) NATE ADAMS	
REC'D JAN 30 2008		C. Date of Delivery JAN 24 2008	
Nathanael W. Adams 33171 Madera De Playa Temecula, CA 92592 CV06-0356 AF		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address:	
2. Article Number (Transfer from service label)		Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
PS Form 3811, February 2004		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
Domestic Return Receipt		7006 3450 0002 4695 4049	
102595-02-M-1540			

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

County of Riverside Tax Collector
 2005-2006/0317954
 PO Box 12205
 Riverside, CA 92502
 CV06-0356 AF

PS Form 3800, August 2006 See Reverse for Instructions

7006 3450 0002 4695 4032

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature X TREASURER-TAX COLLECTOR</p> <p>B. Received by (Printed Name) JAN 22 2008 Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below <input checked="" type="checkbox"/> No</p>	
<p>1. Article Addressed to REC'D JAN 24 2008</p> <p>County of Riverside Tax Collector 2005-2006/0317954 PO Box 12205 Riverside, CA 92502 CV06-0356 AF</p>		<p>Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	

7006 3450 0002 4695 4032

102595-02-M-1540

7006 3450 0002 4695 4025

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	First Magnus Finacial Corp.
Sent to	306 N. Wilmot
Street or PO	Tuscon, AC 85711
City, S	CV06-0356 AF
PS Form 3800, August 2006	
See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

First Magnus Finacial Corp.
306 N. Wilmot
Tuscon, AC 85711
CV06-0356 AF

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
X *John J. Stragard*
- B. Received by (Printed Name) C. Date of Delivery
 1-19-8
- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

REC'D JAN 22 2008

- Service Type
- ☐ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes2. Article Number
(Transfer from service label)

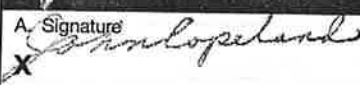
7006 3450 0002 4695 4025

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. E"

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: MERS P.O. Box 2026 Flint, MI 48501-2026 CV06-0356 AF		B. Received by (Printed Name) John Copeland C. Date of Delivery FEB 27 2008	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		<input type="checkbox"/> Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> ed <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Mail <input type="checkbox"/> C.O.D. Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7006 3450 0002 4695 8818	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

9188 5694 2000 0546 7002

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
MERS P.O. Box 2026 Flint, MI 48501-2026 CV06-0356 AF	



JAY E. ORR
DIRECTOR

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

4080 LEMON STREET, 12TH FLOOR
RIVERSIDE, CALIFORNIA 92501
(951) 955-2004 • FAX (951) 955-8680

JOHN BOYD
MICHAEL DAUBER
DEPUTY DIRECTOR

BRIAN BLACK
STEVE BLOOMQUIST
NEIL LINGLE
JAMES P. MONROE
DIVISION MANAGERS

NOTICE OF VIOLATION

January 16, 2008

Nathanael W. Adams
33171 Madera De Playa
Temecula, CA 92592

Re: Case No.: CV07-7450

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 33171 Madera De Playa, Temecula, California, Assessor's Parcel Number 951-080-032, is in violation of Section(s) RCC 15.08, of Riverside County Code relating to building requirements. Said violation is described as:

1. Construction without permits - Foam pit.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

1. "Prior to seeking building permits for the Construction without permits, consult with Riverside County Planning Department at 951-955-3200 to ensure compliance with zoning regulations, or demolish structure."

COMPLIANCE MUST BE COMPLETED BY FEB. 16, 2008. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF BUILDING & SAFETY WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGE S, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.


Angela Frazier, Code Enforcement Officer

EXHIBIT NO. E¹³

PROOF OF SERVICE BY MAIL

Case No: CV07-7450

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 39493 Los Alamos Road, Ste A, Murrieta, CA.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on January 16, 2008, I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION (RCC 15.08)

By depositing a copy thereof in an envelope for deposit in the United States Postal Service & Certified Mail, return receipt requested, and addressed as follows:

Address: Nathanael W. Adams
33171 Madera De Playa
Temecula, CA 92592

The envelope was sealed and placed for collection and mailing at Murrieta, California, on the same date following the ordinary business practices.

I certify under penalty of perjury according to the laws of the State of California that the foregoing is true and correct.

Executed on January 16, 2008 at Murrieta District Office.



Anna Vasquez, Code Enforcement Aide

Article # 70063450000246954001

EXHIBIT NO. E¹⁴

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Label/Receipt Number: 7006 3450 0002 4695 4001

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Postmark Here	
Nathanael W. Adams 33171 Madera De Playa Temecula, CA 92592 CV07-7450 AF	
PS Form 3800, August 2006	
See Reverse for Instructions	

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Track & Confirm

Search Results

Label/Receipt Number: 7006 3450 0002 4695 4001

There is no record of this item.

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1. Event information may not be available if your item was mailed recently. Please try again later.
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Track & Confirm

Enter Label/Receipt Number.

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FOIA

U.S. Postal Service
Customer ServiceUnited States
Department of Justice

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Nathanael W. Adams 33171 Madera De Playa Temecula, CA 92592 CV07-7450 AF	
PS Form 3800, August 2006	
See Reverse for Instructions	



Jay E. Orr
DIRECTOR

Code Enforcement Department
County Of Riverside
Murrieta District Office
39493 Los Alamos Road, Suite A
Murrieta, California 92563
(951) 600-6140 – Fax (951) 600-6190

**NOTICE OF VIOLATION
For
UNAPPROVED GRADING**

February 19, 2008

County of Riverside Tax Collector, 2005-2006/0317954
P.O. Box 12205
Riverside, CA 92502

Re: Case No.: CV06-0356

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 33171 Madera De Playa, Temecula, California, Assessor's Parcel Number 951-080-032, is in violation of Riverside County Ordinance 457 (RCC Title 15), relating to grading without approval by the Department of Building and Safety.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

1. Providing complete restoration or remediation of the property affected by the unapproved grading.

YOU MUST COMPLY WITH THIS NOTICE NO LATER THAN FEBRUARY 16, 2008. FAILURE TO COMPLY WILL RESULT IN CRIMINAL, ADMINISTRATIVE, OR CIVIL ACTION BEING BROUGHT AGAINST YOU INCLUDING PENALTIES, RESTORATION, OR REMEDIATION OF THE ILLEGAL GRADING BY THE COUNTY AND ALL COSTS INCURRED BY THE COUNTY MAY BE IMPOSED AS A SPECIAL ASSESSMENT AND/ OR LIEN AGAINST THE PROPERTY.

NOTICE IS HEREBY GIVEN that Ordinance 457.96 Section 4, Subdivision 3306.03 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. Any property owner aggrieved by this decision will have the right to appeal to the County of Riverside Board of Supervisors.

FURTHER NOTICE IS HEREBY GIVEN that a Notice of Non-Compliance will be recorded against the affected property.

FURTHER NOTICE IS HEREBY GIVEN that at the conclusion of this case you will receive a summary of administrative costs associated with the processing of this violation at an hourly rate of \$109.00 as determined by the County of Riverside Board of Supervisors. You will have the right to object to these charges by filing a request for hearing with the Department of Building and Safety within 10 days of the service of the summary of charges pursuant to Section 1.16.080 of Riverside County Code.



Angela Frazier, Code Enforcement Officer

EXHIBIT NO. E¹⁷



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Tony Carstens
Agency Director



Katherine Gifford
Director,
Administrative
Services Dept.

Ron Goldman
Director,
Planning
Department

George Johnson
Director,
Transportation
Department

Jim Miller
Director,
Building & Safety
Department

Jay E. Orr
Director,
Code Enforcement
Department

Carolyn Syms Luna
Director,
Environmental
Programs Dept.

Illegal Grading Notification Rev 12/04/07

On September 13, 2005 the Board of Supervisors adopted an amendment to Ordinance 457, which allows the Department of Building and Safety to place a five year hold on the issuance of building permits and land use approvals if that property is graded without permits. Any property owner aggrieved by this decision has the right to appeal to the Board of Supervisors.

You have been cited for grading without a permit, you are required to complete an "application to construct" and file for an hourly restoration assessment number. This can be done in any one of the three permit assistance centers listed at the bottom of this page. Once the number has been generated and payment made (**estimated cost** \$3000 to \$7000), you will be contacted by the Environmental Programs Department (EPD) or the Department of Building and Safety to set up your site assessment inspection. Once the site assessment has been completed you will be provided plan requirements in writing. You may be required to provide a Biological Restoration Plan and or Earthwork Restoration Plan. A brief description of each of these is provided below:

Biological Restoration Plan:

A biological restoration plan may be required which is prepared by a qualified biologist and is submitted to the County for review and approval. A biological restoration plan determines how to restore the site to its original state prior to disturbance. This plan may include a re-vegetation plan, an irrigation plan, a mitigation and monitoring plan, schedules and cost estimates for restoration. The level of detail that will be required will be determined through a site assessment conducted by the Environmental Programs Department.

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The need for an Earthwork restoration Plan is based on the estimated volume of earthwork required to be moved on the site in order to effectively restore the site per the intent of County Ordinance 457.

If an Earthwork Plan is required, the plan shall be prepared by a registered civil engineer. All Riverside County Department of Building and Safety grading plan requirements are necessary to be incorporated into the Earthwork Plan. Plan requirements shall include the details necessary for earthwork movement, cut and fill slopes, property lines, water courses, the location of surface streets and all associated related information. The Earthwork Plan shall also contain standard notes for the accomplishment of the approved restoration effort. A civil engineer letter of certification of earthwork and a formal compaction report for fills of more than one foot may be required prior to final of the Earthwork Plan.

PROOF OF SERVICE BY MAIL

Case No: CV06-0356

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 39493 Los Alamos Road, Ste A, Murrieta, CA.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on February 19, 2008, I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION FOR UNAPPROVED GRADING AND ILLEGAL GRADING NOTIFICATION LETTER (RCC 15.12)

By depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

Address: County of Riverside Tax Collector, 2005-2006/0317954
P.O. Box 12205
Riverside, CA 92502

The envelope was sealed and placed for collection and mailing at Murrieta, California, on the same date following the ordinary business practices.

I certify under penalty of perjury according to the laws of the State of California that the foregoing is true and correct.

Executed on February 19, 2008 at Murrieta District Office.


LaKesha Covington, Code Enforcement Aide

Article # 70063450000246958832

EXHIBIT NO. E19

7006 3450 0002 4695 8832

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
County of Riverside Tax Collector, 2005-2006/0317954 P.O. Box 12205 Riverside, CA 92502 CV06-0356 AF	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X TREASURER-TAX COLLECTOR <input type="checkbox"/> Agent Addressee B. Received by (Printed Name) FEB 25 2008 C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, explain below <input type="checkbox"/> No	
1. Article Addressed to: County of Riverside Tax Collector, 2005-2006/0317954 P.O. Box 12205 Riverside, CA 92502 CV06-0356 AF		E. <input type="checkbox"/> Mail <input type="checkbox"/> Express Mail F. <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise G. <input type="checkbox"/> Mail <input type="checkbox"/> C.O.D. H. Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number: 7006 3450 0002 4695 8832 (Transfer from service label)			
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	



Jay E. Orr
DIRECTOR

Code Enforcement Department
County Of Riverside
Murrieta District Office
39493 Los Alamos Road, Suite A
Murrieta, California 92563
(951) 600-6140 – Fax (951) 600-6190

**NOTICE OF VIOLATION
For
UNAPPROVED GRADING**

February 19, 2008

Nathanael William Adams
33171 Madera De Playa
~~Temecula, CA 92592~~

Re: Case No.: CV06-0356

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 33171 Madera De Playa, Temecula, California, Assessor's Parcel Number 951-080-032, is in violation of Riverside County Ordinance 457 (RCC Title 15), relating to grading without approval by the Department of Building and Safety.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

1. Providing complete restoration or remediation of the property affected by the unapproved grading.

YOU MUST COMPLY WITH THIS NOTICE NO LATER THAN FEBRUARY 16, 2008. FAILURE TO COMPLY WILL RESULT IN CRIMINAL, ADMINISTRATIVE, OR CIVIL ACTION BEING BROUGHT AGAINST YOU INCLUDING PENALTIES, RESTORATION, OR REMEDIATION OF THE ILLEGAL GRADING BY THE COUNTY AND ALL COSTS INCURRED BY THE COUNTY MAY BE IMPOSED AS A SPECIAL ASSESSMENT AND/ OR LIEN AGAINST THE PROPERTY.

NOTICE IS HEREBY GIVEN that Ordinance 457.96 Section 4, Subdivision 3306.03 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. Any property owner aggrieved by this decision will have the right to appeal to the County of Riverside Board of Supervisors.

FURTHER NOTICE IS HEREBY GIVEN that a Notice of Non-Compliance will be recorded against the affected property.

FURTHER NOTICE IS HEREBY GIVEN that at the conclusion of this case you will receive a summary of administrative costs associated with the processing of this violation at an hourly rate of \$109.00 as determined by the County of Riverside Board of Supervisors. You will have the right to object to these charges by filing a request for hearing with the Department of Building and Safety within 10 days of the service of the summary of charges pursuant to Section 1.16.080 of Riverside County Code.

Angela Frazier, Code Enforcement Officer

EXHIBIT NO. E²¹

PROOF OF SERVICE BY MAIL

Case No: CV06-0356

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 39493 Los Alamos Road, Ste A, Murrieta, CA.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on February 19, 2008, I served a copy of the papers to which this proof of service is attached, entitled:

**NOTICE OF VIOLATION FOR UNAPPROVED GRADING AND ILLEGAL GRADING NOTIFICATION
LETTER (RCC 15.12)**

By depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

Address: Nathanael William Adams
33171 Madera De Playa
Temecula, CA 92592

The envelope was sealed and placed for collection and mailing at Murrieta, California, on the same date following the ordinary business practices.

I certify under penalty of perjury according to the laws of the State of California that the foregoing is true and correct.

Executed on February 19, 2008 at Murrieta District Office.


LaKeshia Covington, Code Enforcement Aide

Article # 70063450000246958825

EXHIBIT NO. E²²

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

7006 3450 0002 4695 8825

Nathanael William Adams
 33171 Madera De Playa
 Temecula, CA 92592
 CV06-0356 AF


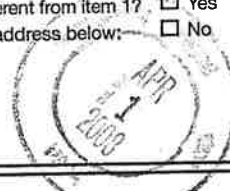
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) NATE ADAMS</p> <p>C. Date of Delivery </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p>Nathanael William Adams 33171 Madera De Playa Temecula, CA 92592 CV06-0356 AF</p>	<p>Mail <input type="checkbox"/> Express Mail ed <input type="checkbox"/> Return Receipt for Merchandise Mail <input type="checkbox"/> C.O.D.</p> <p>Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p> <p>7006 3450 0002 4695 8825</p>	
PS Form 3811, February 2004	Domestic Return Receipt 102595-02-M-1540

EXHIBIT NO. E²³



Jay E. Orr
DIRECTOR

Code Enforcement Department
County Of Riverside
Murrieta District Office
39493 Los Alamos Road, Suite A
Murrieta, California 92563
(951) 600-6140 – Fax (951) 600-6190

**NOTICE OF VIOLATION
For
UNAPPROVED GRADING**

February 19, 2008

MERS
P.O. Box 2026
Flint, MI 48501-2026

Re: Case No.: CV06-0356

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 33171 Madera De Playa, Temecula, California, Assessor's Parcel Number 951-080-032, is in violation of Riverside County Ordinance 457 (RCC Title 15), relating to grading without approval by the Department of Building and Safety.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

1. Providing complete restoration or remediation of the property affected by the unapproved grading.

YOU MUST COMPLY WITH THIS NOTICE NO LATER THAN FEBRUARY 16, 2008. FAILURE TO COMPLY WILL RESULT IN CRIMINAL, ADMINISTRATIVE, OR CIVIL ACTION BEING BROUGHT AGAINST YOU INCLUDING PENALTIES, RESTORATION, OR REMEDIATION OF THE ILLEGAL GRADING BY THE COUNTY AND ALL COSTS INCURRED BY THE COUNTY MAY BE IMPOSED AS A SPECIAL ASSESSMENT AND/ OR LIEN AGAINST THE PROPERTY.

NOTICE IS HEREBY GIVEN that Ordinance 457.96 Section 4, Subdivision 3306.03 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. Any property owner aggrieved by this decision will have the right to appeal to the County of Riverside Board of Supervisors.

FURTHER NOTICE IS HEREBY GIVEN that a Notice of Non-Compliance will be recorded against the affected property

FURTHER NOTICE IS HEREBY GIVEN that at the conclusion of this case you will receive a summary of administrative costs associated with the processing of this violation at an hourly rate of \$109.00 as determined by the County of Riverside Board of Supervisors. You will have the right to object to these charges by filing a request for hearing with the Department of Building and Safety within 10 days of the service of the summary of charges pursuant to Section 1.16.080 of Riverside County Code.

Angela Frazier, Code Enforcement Officer

EXHIBIT NO. E²⁴

PROOF OF SERVICE BY MAIL

Case No: CV06-0356

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 39493 Los Alamos Road, Ste A, Murrieta, CA.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on February 19, 2008, I served a copy of the papers to which this proof of service is attached, entitled:

**NOTICE OF VIOLATION FOR UNAPPROVED GRADING AND ILLEGAL GRADING NOTIFICATION
LETTER (RCC 15.12)**

By depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

Address: MERS
P.O. Box 2026
Flint, MI 48501-2026

The envelope was sealed and placed for collection and mailing at Murrieta, California, on the same date following the ordinary business practices.

I certify under penalty of perjury according to the laws of the State of California that the foregoing is true and correct.

Executed on February 19, 2008 at Murrieta District Office.


LaKesha Covington, Code Enforcement Aide

Article # 70063450000246958818

EXHIBIT NO. E²⁵

7006 3450 0002 4695 4018

U.S. Postal Service [™]	
CERTIFIED MAIL[™] RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent To	MERS
Street, Apt. or PO Box	PO Box 2026
City, State, Zip	Flint, MI 48501-2026
	CV06-0356 AF
PS Form 3800, August 2006 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature: <i>Randall Cook</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) RANDALL COOK C. Date of Delivery 1/29/08</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p>MERS PO Box 2026 Flint, MI 48501-2026 CV06-0356 AF</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p>7006 3450 0002 4695 4018</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

EXHIBIT NO. **E²⁰**



Jay E. Orr
DIRECTOR

Code Enforcement Department
County Of Riverside
Murrieta District Office
39493 Los Alamos Road, Suite A
Murrieta, California 92563
(951) 600-6140 – Fax (951) 600-6190

**NOTICE OF VIOLATION
For
UNAPPROVED GRADING**

March 12, 2008

Sandy Adams
P.O. Box 246
Glendale, AZ 85311-0246

Re: Case No.: CV06-0356

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 33171 Madera De Playa, Temecula, California, Assessor's Parcel Number 951-080-032, is in violation of Riverside County Ordinance 457 (RCC Title 15), relating to grading without approval by the Department of Building and Safety.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

1. Providing complete restoration or remediation of the property affected by the unapproved grading.

YOU MUST COMPLY WITH THIS NOTICE NO LATER THAN FEBRUARY 16, 2008. FAILURE TO COMPLY WILL RESULT IN CRIMINAL, ADMINISTRATIVE, OR CIVIL ACTION BEING BROUGHT AGAINST YOU INCLUDING PENALTIES, RESTORATION, OR REMEDIATION OF THE ILLEGAL GRADING BY THE COUNTY AND ALL COSTS INCURRED BY THE COUNTY MAY BE IMPOSED AS A SPECIAL ASSESSMENT AND/ OR LIEN AGAINST THE PROPERTY.

NOTICE IS HEREBY GIVEN that Ordinance 457.96 Section 4, Subdivision 3306.03 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. Any property owner aggrieved by this decision will have the right to appeal to the County of Riverside Board of Supervisors.

FURTHER NOTICE IS HEREBY GIVEN that a Notice of Non-Compliance will be recorded against the affected property.

FURTHER NOTICE IS HEREBY GIVEN that at the conclusion of this case you will receive a summary of administrative costs associated with the processing of this violation at an hourly rate of \$149.00 as determined by the County of Riverside Board of Supervisors. You will have the right to object to these charges by filing a request for hearing with the Department of Building and Safety within 10 days of the service of the summary of charges pursuant to Section 1.16.080 of Riverside County Code.

Angela Frazier, Code Enforcement Officer



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Tony Carstens
Agency Director



Katherine Gifford
Director,
Administrative
Services Dept.

Ron Goldman
Director,
Planning
Department

George Johnson
Director,
Transportation
Department

Jim Miller
Director,
Building & Safety
Department

Jay E. Orr
Director,
Code Enforcement
Department

Carolyn Syms Luna
Director,
Environmental
Programs Dept.

Illegal Grading Notification

Rev 12/04/07

On September 13, 2005 the Board of Supervisors adopted an amendment to Ordinance 457, which allows the Department of Building and Safety to place a five year hold on the issuance of building permits and land use approvals if that property is graded without permits. Any property owner aggrieved by this decision has the right to appeal to the Board of Supervisors.

You have been cited for grading without a permit, you are required to complete an "application to construct" and file for an hourly restoration assessment number. This can be done in any one of the three permit assistance centers listed at the bottom of this page. Once the number has been generated and payment made (**estimated cost \$3000 to \$7000**), you will be contacted by the Environmental Programs Department (EPD) or the Department of Building and Safety to set up your site assessment inspection. Once the site assessment has been completed you will be provided plan requirements in writing. You may be required to provide a Biological Restoration Plan and or Earthwork Restoration Plan. A brief description of each of these is provided below:

Biological Restoration Plan:

A biological restoration plan may be required which is prepared by a qualified biologist and is submitted to the County for review and approval. A biological restoration plan determines how to restore the site to its original state prior to disturbance. This plan may include a re-vegetation plan, an irrigation plan, a mitigation and monitoring plan, schedules and cost estimates for restoration. The level of detail that will be required will be determined through a site assessment conducted by the Environmental Programs Department.

Earthwork Restoration Plan:

The need for an Earthwork restoration Plan is based on the estimated volume of earthwork required to be moved on the site in order to effectively restore the site per the intent of County Ordinance 457.

If an Earthwork Plan is required, the plan shall be prepared by a registered civil engineer. All Riverside County Department of Building and Safety grading plan requirements are necessary to be incorporated into the Earthwork Plan. Plan requirements shall include the details necessary for earthwork movement, cut and fill slopes, property lines, water courses, the location of surface streets and all associated related information. The Earthwork Plan shall also contain standard notes for the accomplishment of the approved restoration effort. A civil engineer letter of certification of earthwork and a formal compaction report for fills of more than one foot may be required prior to final of the Earthwork Plan.

PROOF OF SERVICE BY MAIL

Case No: CV06-0356

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 39493 Los Alamos Road, Ste A, Murrieta, CA.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on March 12, 2008, I served a copy of the papers to which this proof of service is attached, entitled:

**NOTICE OF VIOLATION FOR UNAPPROVED GRADING AND ILLEGAL GRADING NOTIFICATION
LETTER (RCC 15.12)**

By depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

Address: Sandy Adams
P.O. Box 246
Glendale, AZ 85311-0246

The envelope was sealed and placed for collection and mailing at Murrieta, California, on the same date following the ordinary business practices.

I certify under penalty of perjury according to the laws of the State of California that the foregoing is true and correct.

Executed on March 12, 2008 at Murrieta District Office.


LaKesha Covington, Code Enforcement Aide

Article # 70071490000342784475

EXHIBIT NO. E29

7007 1490 0003 4278 4475

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Postmark Here	
Sandy Adams P.O. Box 246 Glendale, AZ 85311-0246 CV06-0356 AF	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <i>Sandra Adams</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to: Sandy Adams P.O. Box 246 Glendale, AZ 85311-0246 CV06-0356 AF		B. Received by (Printed Name) <i>Sandra Adams</i>	
		C. Date of Delivery <i>3/24/01</i>	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:	
		<input type="checkbox"/> Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Mail <input type="checkbox"/> C.O.D. <input type="checkbox"/> Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7007 1490 0003 4278 4475	
PS Form 3811, August 2001		Domestic Return Receipt	
		102595-02-M-1540	



COUNTY OF RIVERSIDE
DEPARTMENT OF BUILDING AND SAFETY
ENFORCEMENT DIVISION

ADMINISTRATIVE CITATION NO. A22006

DATE	TIME	AM	PM	DAY OF THE WEEK
02/08/08	0929			Friday
NAME (FIRST, MIDDLE, LAST)				DOB:
Nathaniel W. Adams				
ADDRESS		CITY	STATE	ZIP
3371 MADELA DE Playa		Ten	CA	92592
LOCATION OF VIOLATION:				DISTRICT
3371 MADELA DE Playa				3
<input type="checkbox"/> BUSINESS OWNER <input checked="" type="checkbox"/> PROPERTY OWNER <input type="checkbox"/> OTHER				
<input type="checkbox"/> TENANT <input checked="" type="checkbox"/> CONTRACTOR				
The following conditions exist on the property listed above:				PENALTY AMOUNT
RIVERSIDE COUNTY CODE VIOLATION				1ST PENALTY \$100.00 2ND PENALTY \$200.00 3RD PENALTY \$500.00
RCC Title 17 Sec. _____	UNPERMITTED LANDUSE.			
RCC Title 17 Sec. _____	EXCESSIVE OUTSIDE STORAGE.			
RCC Title 17 Sec. _____	EXCESSIVE ANIMALS.			
RCC Title 15 Sec. 08	CONSTRUCTION W/O A PERMIT. <u>foam pit</u>			X
RCC Title 15 Sec. _____	MOBILE HOME INSTALL W/O A PERMIT.			
RCC Title 15 Sec. _____	GRADING W/O A PERMIT.			
RCC Title _____ Sec. _____				
RCC Title _____ Sec. _____				
CV07-7450				TOTAL PENALTY \$ 100 .00
NAME OF CITING OFFICER				BADGE NO.
Hrazzel, Angela				78

PAYMENT INFORMATION: Payment of penalty must be made within twenty (20) days by mail. Make your check or money order payable to: COUNTY OF RIVERSIDE, DEPARTMENT OF BUILDING AND SAFETY. **DO NOT SEND CASH.** Please write the citation number on your check or money order. Penalty and bank charges will be assessed for checks returned, "not honored" by your bank. Mail in the attached envelope to:

COUNTY OF RIVERSIDE
DEPARTMENT OF BUILDING AND SAFETY
P.O. Box 7275
Newport Beach, CA 92658-7275

To pay this citation electronically, please go to: www.citationinfo.com

SEE REVERSE SIDE for information concerning your rights to appeal this citation and the consequences of failing to pay the administrative penalty.

I HEREBY ACKNOWLEDGE RECEIPT OF THIS CITATION.

Signature X

Posted

Distribution: PROCESSING COMPANY--White; OFFICER--Green; DEFENDANT--Yellow

EXHIBIT NO. E³¹



JAY E. ORR
DIRECTOR

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

4080 LEMON STREET, 12TH FLOOR
RIVERSIDE, CALIFORNIA 92501
(951) 955-2004 • FAX (951) 955-2023

MICHAEL O'CONNOR
DEPUTY DIRECTOR

BRIAN BLACK
STEVE BLOOMQUIST
JIM MONROE
DIVISION MANAGERS

AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV07-7450

I, Angela Frazier the undersigned, hereby declare:

1. I am employed by the Riverside County Code Enforcement Department; that my business address is:

County of Riverside
Code Enforcement Department
39493 Los Alamos Rd., Suite A
Murrieta, CA 92563

That on **02/08/08** at **0929 HRS**, I securely and conspicuously posted **ADMINISTRATIVE CITATION # A22006 FOR RCC 15.08 (CONSTRUCTION WITHOUT PERMIT- Foam Pit)** at the property described as:

Property Address: 33171 Madera De Playa, Temecula, Ca 92592
Assessor's Parcel Number: 951-080-032

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on **02/08/08** at Murrieta, California.

CODE ENFORCEMENT DEPARTMENT



By: _____

af

ANGELA FRAZIER, Code Enforcement Officer

EXHIBIT NO. E³²

PROOF OF SERVICE BY MAIL

Case No: CV07-7450

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 39493 Los Alamos Road, Ste A, Murrieta, CA.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on February 13, 2008, I served a copy of the papers to which this proof of service is attached, entitled:

ADMINISTRATIVE CITATION (#A22006)

By depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

Address: Nathanael W. Adams
33171 Madera De Playa
Temecula, CA 92592

The envelope was sealed and placed for collection and mailing at Murrieta, California, on the same date following the ordinary business practices.

I certify under penalty of perjury according to the laws of the State of California that the foregoing is true and correct.

Executed on February 13, 2008 at Murrieta District Office.


Kesha Covington, Code Enforcement Aide

Article # 70063450000246959488


EXHIBIT NO. E³³

7006 3450 0002 4695 9488

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Nathanael W. Adams
 33171 Madera De Playa
 Temecula, CA 92592
 CV07-7450 AF

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature X </p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery 2-20-08</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>Nathanael W. Adams 33171 Madera De Playa Temecula, CA 92592 CV07-7450 AF</p>		<p>REC'D FEB 20 2008</p> <p>USPS</p> <p>Mail/Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D. <input type="checkbox"/> Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7006 3450 0002 4695 9488</p>			

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

When recorded please mail to:
Mail Stop 5155

DOC # 2008-0026340

01/17/2008 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

In the matter of the Property of)

Case No.: CV06-0356

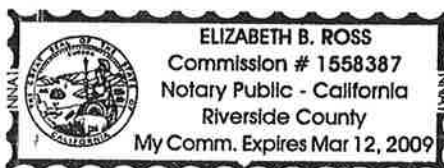
Nathanael William Adams)

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457 Sec. 4 (RCC Title 15) described as grading without approval from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 33171 Madera De Playa, Temecula, CA and more particularly described as Assessment Parcel No. 951-080-032 and having a legal description of 2.12 ACRES M/L IN POR PAR 1 PM 028/019 PM 7837 with the requirements of Ordinance No.457 Sec.4, (RCC Title 15).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Building and Safety Department, 39493 Los Alamos Road, Ste A, Murrieta, CA 92563 Attention Code Enforcement Officer Angela Frazier (951) 600-6140.

NOTICE IS FURTHER GIVEN in accordance with 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

NOTICE OF FURTHER GIVEN that pursuant to Riverside County Ordinance 457.96 Section 4, 3306.03 the Department of Building and Safety may place a five year hold on the issuance of related building permits and land use approvals for this property. Any property owner aggrieved by this decision has the right to appeal to the County of Riverside Board of Supervisors.



COUNTY OF RIVERSIDE

By: _____

Mark Slocum

Code Enforcement Department

ACKNOWLEDGMENT

State of California)
County of Riverside)

On 01/14/08 before me, Elizabeth B. Ross, Notary Public, personally appeared Mark Slocum, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

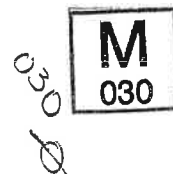
WITNESS my hand and official seal.

Elizabeth B. Ross

EXHIBIT NO. F

When recorded please mail to:
Mail Stop 5155

DOC # 2008-0026336
01/17/2008 08:00A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



NOTICE OF NONCOMPLIANCE

In the matter of the Property of
Nathanael William Adams

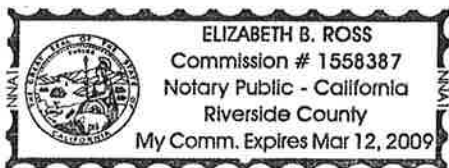
Case No.: CV07-7450

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457 Sec. 2, (RCC Title 15.08) described as Construction Without Permit- foam pit. Such proceedings are based upon the noncompliance of such real property, located at 33171 Madera De Playa, Temecula, CA and more particularly described as Assessment Parcel No. 951-080-032 and having a legal description of 2.12 ACRES M/L IN POR PAR 1 PM 028/019 PM 7837 with the requirements of Ordinance No. 457 Sec. 2, (RCC Title 15.08).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside, which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Building and Safety Department, 39493 Los Alamos Road, Murrieta, CA 92563. Attention Code Enforcement Officer Angela Frazier (951) 600-6140.

NOTICE IS FURTHER GIVEN in accordance with 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE



By:

Mark Slocum
Code Enforcement Department

ACKNOWLEDGMENT

State of California)
County of Riverside)

On 01/14/08 before me, Elizabeth B. Ross, Notary Public, personally appeared Mark Slocum, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EXHIBIT NO. F²

PAMELA J. WALLS
County Counsel

Principal Deputy
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3535 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 955-6363



April 23, 2009

Rescheduled

NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties
(See Attached Proof of Service
& Notice List)

Case No.: CV06-0356 & CV07-7450
APN: 951-080-032
Property: 33171 Madera De Playa, Temecula

and Cost w/o permit

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as **33171 Madera De Playa, Temecula, Riverside County, California**, and more particularly described as Assessor's Parcel Number 951-080-032.

YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by complete restoration/remediation of the un-permitted grading so as to return the SUBJECT PROPERTY to its previous natural condition. Additionally, notice is hereby given that Riverside County Ordinance No. 457 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. The Code Enforcement Department will request that the five year flag be placed on the SUBJECT PROPERTY at the hearing.

originally set for 6/9/09, is rescheduled for 7/7/09


and legal removal of the unpermitted constr.

SAID HEARING will be held on **Tuesday, June 9, 2009, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance No. 725 (RCC Title 1), will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

You are encouraged to contact Supervising Code Enforcement Officer Mark Slocum at (951) 600-6140 or the undersigned prior to the hearing. Please meet the undersigned and Hector Viray, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1st floor annex in front of the Clerk of the Board's Office to discuss the case.

PAMELA J. WALLS
Riverside County Counsel


ELENA M. BOEVA
Deputy County Counsel

PROOF OF SERVICE
Case Nos. CV07-7540 & CV06-0356

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Jennifer L. Miller, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 3535 Tenth Street, Suite 300, Riverside, California 92501-3674.

That on April 23, 2009 I served the following document(s): **NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE** by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

Owners or Interested Parties
(see attached notice list)

XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

— **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).

XX **STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.**

— **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.**

EXECUTED ON April 23, 2009 at Riverside, California.


JENNIFER L. MILLER


SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits. <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">1. Article Addressed to: Mr. Brian Collins Collins & Associates Engineering, Inc. 3741 Merced Drive, Suite E-2 Riverside, CA 92503 ADAMS ABT 6 CV07-7450 & CV06-0356</div>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</div> <div style="display: flex; border: 1px solid black; padding: 5px; margin-bottom: 5px;"><div style="flex: 1;">B. Received by (Printed Name)</div><div style="flex: 1;">C. Date of Delivery 4-24-09</div></div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</div>
<div style="display: flex; justify-content: space-between;"><div>2. Article Number (Transfer from service label)</div><div>7008 3230 0001 1373 0185</div></div> <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;"><div>PS Form 3811, February 2004</div><div>Domestic Return Receipt</div><div>102595-02-M-1540</div></div>	

EXHIBIT NO. G²

NOTICE LIST

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

Nathanael William Adams
33171 Madera De Playa
Temecula, CA 92592

Nathanael William Adams
33839 Pegase Court
Temecula, CA 92592

✓ MERS
P.O. Box 2026
Flint, MI 48501-2026

First Magnus Financial Corp.
206 N. Wilmot
Tucson, AZ 85711

Sandy Adams
P.O. Box 246
Glendale, AZ 85311-0246

✓ Mr. Brian Collins
Collins & Associates Engineering, Inc.
3741 Merced Drive, Suite E-2
Riverside, CA 92503


SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to: MERS P.O. Box 2026 Flint, MI 48501-2026 ADAMS ABT 6 CV07-7450 & CV06-0356</p>		<p>A. Signature X <i>Blaine K. Grant</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>2. Article Number (Transfer from service label) 7008 3230 0001 1373 0215</p>		<p>B. Received by (Printed Name) X <i>Blaine K. Grant</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>PS Form 3811, February 2004</p>		<p>C. Date of Delivery APR 29 2009</p>	
<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.</p>		<p>D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>		<p>Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to: First Magnus Financial Corp. 206 N. Wilmot Tucson, AZ 85711 ADAMS ABT 6 CV07-7450 & CV06-0356</p>		<p>A. Signature X <i>C. Clemency</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>2. Article Number (Transfer from service label) 7008 3230 0001 1373 0208</p>		<p>B. Received by (Printed Name) X <i>C. Clemency</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>PS Form 3811, February 2004</p>		<p>C. Date of Delivery APR 29 2009</p>	
<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.</p>		<p>D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>		<p>Domestic Return Receipt 102595-02-M-1540</p>	

EXHIBIT NO. 93

NOTICE LIST

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <input checked="" type="checkbox"/>  <input type="checkbox"/> Agent	
1. Article Addressed to: Nathanael William Adams 33171 Madera De Playa Temecula, CA 92592 ADAMS ABT 6 CV07-7450 & CV06-0356		B. Received by (Printed Name) <u>Nate Adams</u> C. Date of Delivery <input type="checkbox"/> Agent	
2. Article Number (Transfer from service label) 7008 3230 0001 1373 0239		D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Send by <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

OFFICE OF COUNTY COUNSEL
RIVERSIDE COUNTY
3535 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3574

EXHIBIT NO. 64



26TD ELET 1000 DEZE 8002

Sandy Adams
P.O. Box 246
Glendale, AZ 85311-0246

NIXIE 850 DE 1 00 03/13/09
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
EC: 92501357498 *0904-05455-23-41

NOTICE LIST

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

7008 3230 0001 1373 0222

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Nathanael William Adams 33839 Pegase Court Temecula, CA 92592 ADAMS ABT 6 CV07-7450 & CV06-0356	
PS Form 3800, August 2006 See Reverse for Instructions	

EXHIBIT NO. G⁵



John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Murrieta District Office
39493 Los Alamos Road, Suite A
Murrieta, California 92563
(951) 600-6140 – Fax (951) 600-6190

AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV07-7450 & CV06-0356

I, Jane Tate , hereby declare:

1. I am employed by the Riverside County Code Enforcement Department; that my business address is:

County of Riverside
Code Enforcement Department
39493 Los Alamos
Murrieta, CA. 92563

2. That on 4/27/09 at 1125 HRS., I securely and conspicuously posted **Notice to Correct County Ordinance Violations and Abate Public Nuisance** at the property described as:

Property Address: 33171 Madera De Playa, Temecula, CA.

Assessor's Parcel Number: 951-080-032

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on 4/27/09 at Murrieta, California.

CODE ENFORCEMENT DEPARTMENT

By: _____

, Code Enforcement Officer

PAMELA J. WALLS
County Counsel

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE



Principal Deputy
KATHERINE A. LIND

3535 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 955-6363

June 2, 2009

RESCHEDULED
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties
(See Attached Proof of Service
and Notice List)

Case Nos.: CV 06-0356 & CV 07-7450; (ADAMS)
APN: 951-080-032
Property: 33171 Madera De Playa, Temecula

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits and construction without permits located on the SUBJECT PROPERTY described as **33171 Madera De Playa, Temecula, Riverside County, California**, and more particularly described as Assessor's Parcel Number 951-080-032.

You are further directed to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by complete restoration/remediation of the un-permitted grading and legal removal of the unpermitted construction so as to return the SUBJECT PROPERTY to its previous natural condition. Additionally, notice is hereby given that Riverside County Ordinance No. 457 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. The Code Enforcement Department will request that the five year flag be placed on the SUBJECT PROPERTY at the hearing.

SAID HEARING originally scheduled for Tuesday, June 9, 2009, at 9:30 a.m. in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st Floor Annex, Riverside, California **has been rescheduled to Tuesday, July 7, 2009 at 9:30 a.m.** at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance No. 725 (RCC Title 1), will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

You are encouraged to contact Supervising Code Enforcement Officer Mark Slocum at (951) 600-6140 or the undersigned prior to the hearing. Please meet the undersigned and Ken King, Code Enforcement Supervising Officer, at 9:00 a.m. on the day of the hearing in the lobby of the 1st floor annex in front of the Clerk of the Board's Office to discuss the case.

PAMELA J. WALLS
Riverside County Counsel


JONATHAN D. HOLUB
Deputy County Counsel

EXHIBIT NO. 67

PROOF OF SERVICE

Case Nos. CV 06-0356 & CV 07-7450

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Yadira Oseguera, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 3535 Tenth Street, Suite 300, Riverside, California 92501-3674.

That on June 2, 2009, 2009 I served the following document(s):

**NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE**

by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

**Owners or Interested Parties
(see attached notice list)**

XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

— **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).

XX **STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.**

— **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.**

EXECUTED ON June 2, 2009, 2009 at Riverside, California.


Yadira Oseguera

EXHIBIT NO. 68

NOTICE LIST

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

Nathanael William Adams
33171 Madera De Playa
Temecula, CA 92592

Nathanael William Adams
33839 Pegase Court
Temecula, CA 92592

MERS
P.O. Box 2026
Flint, MI 48501-2026

First Magnus Financial Corp.
206 N. Wilmot
Tucson, AZ 85711

Sandy Adams
P.O. Box 246
Glendale, AZ 85311-0246

Mr. Brian Collins
Collins & Associates Engineering, Inc.
3741 Merced Drive, Suite E-2
Riverside, CA 92503

L:\DOCS\6000\CV077450\A42897.DOC

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Sandy Adams P.O. Box 246 Glendale, AZ. 85311-0246 (Adams) CV06-0356, CV07-7450 ABT 6</p>		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input checked="" type="checkbox"/> Date of Delivery</p> <p>C. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. If YES, enter delivery address below:</p>	
<p>2. 's Number (for service label)</p> <p>7008 3230 0001 1233 7873</p>		<p>1. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>3. PS Form 3811, February 2004</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>Domestic Return Receipt</p>		<p>102595-02-M-1540</p>	

EXHIBIT NO.

69

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Mr. Brian Collins
Collins & Associate Engineering Inc.
3741 Merced Drive, Suite F 2

Riverside, Ca. 92503
(Adams) CV06-0356 & CV07-7450 ABT 6

A. Signature _____

☐ Agent

B. Received by (Printed Name),

2008 JUN 03

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label)
7008 3230 0001 1233 7859

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EC: 92501957499 *1579-01414-05-27

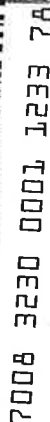
[illegible]

9.250190674

FIVE
 050 05 1 05 05/05/05
 RETURN TO SENDER
 NO SUCH NUMBER
 UNABLE TO FORWARD

First Magnus Financial Corp
206 N. Wilmot
Tucson, AZ. 85711

02 1P \$ 005.540
0002561798 JUN 02 2009
MAILED FROM ZIP CODE 92501



3335 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3574

OFFICE OF COUNTY COUNSEL
RIVERSIDE COUNTY

EXHIBIT NO.

NOTICE LIST

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

OFFICE OF COUNTY COUNSEL
RIVERSIDE COUNTY
3535 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3574



7008 3230 0001 1373 0222



Nathanael William Adams
33839 Pegase Court
Temecula, CA 92592

6/13/09

5-30

NIXIE 923 SE 1 06 06/06/09

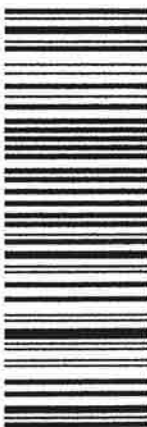
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

EC: 92501367499 *0804-06469-23-41

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92501367499

OFFICE OF COUNTY COUNSEL
RIVERSIDE COUNTY
35 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3574



7008 3230 0001 1233 7892



Nathanael Williams Adams
33839 Pegase Court
Temecula, C- 92507

6/13/09

7-13
7-20

NIXIE 923 SE 1 06 07/21/09

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

EC: 92501367499 *0804-07347-02-40

92501367499

|||||

NOTICE LIST

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Nathannael William Adams 33171 Madera De Playa Temecula, Ca. 92592 (Adams) CV06-0356 & CV07-7450 ABT 6</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery Nate Adams 6-15-09</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (or from service label) 7008 3230 0001 1233 7880</p> <p>PS Form 3811, February 2004</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
Domestic Return Receipt		102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>MERS P.O. Box 2026 Flint, MI 48501-2026 (Adams) CV06-0356 & CV07-7450 ABT 6</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery Blaine K. Grand UN 08 2009</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (or from service label) 7008 3230 0001 1233 7866</p> <p>PS Form 3811, February 2004</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
Domestic Return Receipt		102595-02-M-1540	



JOHN BOYD
DIRECTOR

**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

MURRIETA DISTRICT OFFICE
39493 LOS ALAMOS ROAD, SUITE A
MURRIETA, CALIFORNIA 92563
(951) 600-6140 • FAX (951) 600-6190

AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV06-0356 & CV07-7450

I, Michael Sanders, the undersigned, hereby declare:

1. I am employed by the Riverside County Department of Code Enforcement; that my business address is:

County of Riverside
Code Enforcement Department
39493 Los Alamos Rd., Ste. A
Murrieta, CA. 92563

2. That on June 10, 2009 at 7:49 AM, I securely and conspicuously posted a RESCHEDULED NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS & ABATE PUBLIC NUISANCE at the property described as:

Property Address: 33171 MADERA DE PLAYA, TEMECULA
Assessor's Parcel Number: 951-080-032

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on June 10, 2009 at Murrieta, California.

CODE ENFORCEMENT DEPARTMENT

By: _____

Michael Sanders

Michael Sanders

Senior Code Enforcement Officer

EXHIBIT NO. 613

PAMELA J. WALLS
County Counsel

Principal Deputy
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3535 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 955-6363



June 17, 2009

RESCHEDULED
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties
(See Attached Proof of Service
and Notice List)

Case Nos.: CV 06-0356 & CV 07-7450; (ADAMS)
APN: 951-080-032
Property: 33171 Madera De Playa, Temecula

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits and construction without permits located on the SUBJECT PROPERTY described as **33171 Madera De Playa, Temecula, Riverside County, California**, and more particularly described as Assessor's Parcel Number 951-080-032.

You are further directed to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by complete restoration/remediation of the un-permitted grading and legal removal of the unpermitted construction so as to return the SUBJECT PROPERTY to its previous natural condition. Additionally, notice is hereby given that Riverside County Ordinance No. 457 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. The Code Enforcement Department will request that the five year flag be placed on the SUBJECT PROPERTY at the hearing.

SAID HEARING originally scheduled for Tuesday, July 7, 2009, at 9:30 a.m. in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st Floor Annex, Riverside, California **has been rescheduled to Tuesday, September 1, 2009 at 9:30 a.m.** at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance No. 725 (RCC Title 1), will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

You are encouraged to contact Supervising Code Enforcement Officer Mark Slocum at (951) 600-6140 or the undersigned prior to the hearing. Please meet the undersigned and Ken King, Code Enforcement Supervising Officer, at 9:00 a.m. on the day of the hearing in the lobby of the 1st floor annex in front of the Clerk of the Board's Office to discuss the case.

PAMELA J. WALLS
Riverside County Counsel


JONATHAN D. HOLUB
Deputy County Counsel

EXHIBIT NO. GM

PROOF OF SERVICE
Case Nos. CV 06-0356 & CV 07-7450

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Yadira Oseguera, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 3535 Tenth Street, Suite 300, Riverside, California 92501-3674.

That on June 17, 2009, 2009 I served the following document(s):

**NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE**

by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

**Owners or Interested Parties
(see attached notice list)**


XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

— **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).

XX **STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.**

— **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.**

EXECUTED ON June 17, 2009, 2009 at Riverside, California.


YADIRA OSEGUERA

NOTICE LIST

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

Nathanael William Adams
33171 Madera De Playa
Temecula, CA 92592

Nathanael William Adams
33839 Pegase Court
Temecula, CA 92592

MERS
P.O. Box 2026
Flint, MI 48501-2026

First Magnus Financial Corp.
206 N. Wilmot
Tucson, AZ 85711

Sandy Adams
P.O. Box 246
Glendale, AZ 85311-0246

Mr. Brian Collins
Collins & Associates Engineering, Inc.
3741 Merced Drive, Suite E-2
Riverside, CA 92503

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Nathanael William Adams
33171 Madera De Playa
Temecula, Ca. 92592
CV07-7450 & CV06-0356 ABT (6) ADAMS


2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

- A. Signature  ☐ Agent ☐ Addressee
- B. Received by (Printed Name) Nate Adams C. Date of Delivery 6-30-09
- D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7008 3230 0001 1234 4574

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Brian Collins
Collins & Associates Engineering Inc
3741 Merced Drive, Suite E-2
Riverside, Ca. 92503
CV07-7450 & CV06-0356 ABT (6) ADAMS

COMPLETE THIS SECTION ON DELIVERY

- A. Signature  ☐ Agent ☐ Addressee
- B. Received by (Printed Name) Nate Adams C. Date of Delivery JUN 18 2009
- D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

7008 3230 0001 1234 4628

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. 616

NOTICE LIST

Subject Property: 33171 Madera De Playa, Temecula
Case Nos.: CV 07-7450 & CV 06-0356; APN: 951-080-032; District 3

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MERS
P. O. Box 2026
Flint, MI. 48501-2026
CV07-7450 & CV06-0356 ABT (6) ADAMS

COMPLETE THIS SECTION ON DELIVERY

- A. Signature *William R. Gandy* ☒ Agent
- B. Received by (Printed Name) *William R. Gandy* ☐ Addressee of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

7008 3230 0001 1234 4598

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

First Magnus Financial Corp
~~206 N.~~ Wilmore
Tucson, AZ. 85711
CV07-7450 & CV06-0356 ABT (6) ADAMS

COMPLETE THIS SECTION ON DELIVERY

- A. Signature *[Signature]* ☐ Agent
- B. Received by (Printed Name) *C. Gentry* ☐ Addressee
- C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

7008 3230 0001 1234 4604

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. 617

20/10/20