

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

921B



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
February 10, 2010

SUBJECT: Abatement of Public Nuisance [Substandard Structure and Accumulation of Rubbish]
Case Nos.: CV 09-05465 and CV 09-05466
Subject Property: 1 Parcel South of 44225 El Prado Road, Temecula
APN: 934-040-022; District One

RECOMMENDED MOTION: Move that:

- (1) The substandard structures (two story structure and gazebo) on the real property located a 1 Parcel South of 44225 El Prado Road, Temecula, Riverside County, California, APN 934 040-022 be declared a public nuisance and a violation of Riverside County Ordinance No 457 which does not permit substandard structures on the property.
- (2) Laura Villescaz, the owner of the subject real property, be directed to abate the substandard structures on the property by rehabilitating, removing and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials, within ninety (90) days.

(Continued)

JULIE JARVI, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

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 Benoit, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: February 23, 2010
xc: Co. Co., CED(2), Prop. Owner, Sheriff

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: _____ **District:** 1 **Agenda Number:** _____

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

9.1

Dept Recomm.: Policy
Per Exec. Ofc.: Policy
Consent: Policy
Consent: Policy

Departmental Concurrence

- (3) The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structures by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.
- (4) The accumulation of rubbish on the real property located at 1 Parcel South of 44225 El Prado Road, Temecula, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.
- (5) Laura Villescaz, the owner of the subject property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.
- (6) If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owners, receipt of a Court Order authorizing entry onto the real property, or other authorization as provided by law, shall abate the substandard structure and the accumulation of rubbish by removing and disposing of the same from the real property
- (7) The reasonable cost of the 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.
- (8) County Counsel be directed to prepare the necessary Findings of Fact and Conclusions of Law that the substandard structure on the real property and the accumulation of rubbish are declared to be in violation of Riverside County Ordinance Nos. 457 and 541 and constitute a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An initial inspection was made of the subject real property by the Code Enforcement Officer on July 23, 2009.
2. The inspection revealed two substandard structures (two story structure and gazebo) on the subject real property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structures included, but were not limited to the following: lack of hot and cold running water to plumbing fixtures, hazardous plumbing; lack of required electrical lighting; hazardous wiring; lack of adequate heating facilities; members of walls, partitions, or other vertical supports that it, lean, list or buckle; deteriorated or inadequate foundation; dampness of habitable rooms; faulty weather protection; general dilapidation or improper maintenance; public and attractive nuisance – abandoned/vacant. The inspection also revealed the accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The accumulation of rubbish consisted of, but was not limited to the following materials: household waste and miscellaneous material strewn around the property.

3. Subsequent inspections of the above-described real property on September 2, 2009, September 15, 2009, October 13, 2009, and January 19, 2010, revealed that the property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.
4. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the Administrative Abatement Proceedings for substandard structure and accumulation of rubbish.



Code Enforcement Department
County Of Riverside
Lake Elsinore District Office
117 S. Langstaff Street
Lake Elsinore, California 92530
(951) 245-3186 – Fax (951) 245-3205

John Boyd
DIRECTOR

AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV09-05465; CV09-05466

I, Brett Farlow , hereby declare:

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

County of Riverside
Code Enforcement Department
117 South Langstaff Street
Lake Elsinore, Ca, 92530

2. That on 01/19/10 at 1300 Hours., I securely and conspicuously posted a **Notice To Correct County Ordinance Violations and Abate Public Nuisance** at the property described as:

Property Address: 1 Parcel South of 44225 El Prado Road, Temecula

Assessor's Parcel Number: 934-040-022

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

Executed on 01/19/10 at Lake Elsinore, California.

CODE ENFORCEMENT DEPARTMENT

By: B. R.
Brett Farlow , Code Enforcement Officer

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PROOF OF SERVICE
Case Nos. CV09-05465 & CV09-05466

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 14, 2010 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 January 14, 2010 at Riverside, California.



YADIRA OSEGUERA

NOTICE LIST

Subject Property: 1 Parcel South of 44225 El Prado Road, Temecula
 Case Nos.: CV 09-05465 and CV 09-05466; APN: 934-040-022; District 1

<p>SENDER: COMPLETE THIS SECTION</p> <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>1. Article Addressed to:</p> <p style="text-align: center;">STATE BOARD OF EQUILIZATION P O BOX 942879 SACRAMENTO, CA 94279 CV09-05465 * CV09-0546 * ABT * VILLES CAZ 3</p>	<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> _____</p> <p>B. Received by (Printing Name) <input type="checkbox"/> Addressee <input checked="" type="checkbox"/> _____</p> <p>C. Date of Delivery _____</p> <p>2. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No 2010 _____</p>
<p>2. Article Number 7009 1680 0000 9025 2928 (Transfer from service label)</p> <p>PS Form 3811, February 2004 Domestic Return Receipt</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</p>

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**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 09-05466; CV09-05465
4 [SUBSTANDARD STRUCTURES AND)
5 ACCUMULATED RUBBISH]; APN 934-040-022,) DECLARATION OF OFFICER
6 1 PARCEL SOUTH OF 44225 EL PRADO ROAD,) BRETT FARLOW
7 TEMECULA, RIVERSIDE COUNTY, STATE OF)
CALIFORNIA; LAURA VILLES CAZ, OWNER.) [R.C.O. No. 457, RCC Title 15]
[R.C.O. No. 541, RCC Chapter 8]

8 I, Brett Farlow, declare that the facts set forth below are personally known to me except to
9 the extent that certain information is based on information and belief which I believe to be true and if
10 called as a witness, I could and would competently testify under oath:

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

14 2. On July 23, 2009, I conducted an initial inspection of the real property known as 1
15 Parcel South of 44225 El Prado Road, Temecula, within the unincorporated area of Riverside
16 County, California, which is further described as Assessor's Parcel Number 934-040-022 (hereinafter
17 referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page
18 indicating the approximate location of THE PROPERTY is attached hereto as Exhibit "A" and
19 incorporated herein by reference.

20 3. A review of County records and documents indicate that THE PROPERTY was
21 owned by Laura Villescaz (hereinafter referred to as "OWNER") at the time of the inspection
22 referenced in paragraph number 2 above. Certified copies of the County Equalized Assessment Roll
23 for the year 2009-2010 and County Geographic Information System ("GIS") report are attached
24 hereto as Exhibit "B" and incorporated herein by reference. THE PROPERTY is located within the
25 A-1-10 (Light Agriculture) zone classification.

26 4. Based on the Lot Book RZ Title Service dated July 29, 2009, it is determined that
27 additional parties potentially hold a legal interest in THE PROPERTY, to wit: Rabobank, N.A. and
28 State Board of Equalization (hereinafter collectively referred to as "INTERESTED PARTIES"). A

1 true and correct copy of the Lot Book Report is attached hereto as Exhibit "C" and incorporated
2 herein by this reference.

3 5. On July 23, 2009, I conducted an initial inspection of THE PROPERTY on which I
4 observed a two story structure and gazebo in a state of general dilapidation. When I arrived at THE
5 PROPERTY the entrance gate was open with no signs restricting access. I observed the following
6 conditions which cause the structures to be substandard and THE PROPERTY to constitute a public
7 nuisance in violation of the provisions set forth in Riverside County Ordinance 457, as codified in
8 Riverside County Code Title 15:

9 Two story structure:

- 10 1) Lack of hot and cold running water to plumbing fixtures.
11 2) Hazardous plumbing.
12 3) Lack of required electrical lighting.
13 4) Hazardous wiring.
14 5) Lack of adequate heating facilities.
15 6) Deteriorated or inadequate foundation.
16 7) Dampness of habitable rooms.
17 8) Faulty weather protection.
18 9) General dilapidation or improper maintenance.
19 10) Public and attractive nuisance – abandoned/vacant.

20 Gazebo:

- 21 1) Deteriorated or inadequate foundation.
22 2) Members of walls, partitions or other vertical supports that split, lean, list or buckle
23 due to defective materials or deterioration:
24 3) Faulty weather protection.
25 4) General dilapidation or improper maintenance.
26 5) Public and attractive nuisance – abandoned/vacant.

27 6. During the initial inspection on July 23, 2009, I also observed large amounts of
28 accumulated rubbish on THE PROPERTY including, but not limited to, household waste and other
miscellaneous materials strewn around THE PROPERTY. This condition causes THE PROPERTY
to constitute a public nuisance in violation of Riverside County Ordinance No. 541, as codified in
Riverside County Code Chapter 8.

7. A site plan and photographs reflecting the substandard condition of the structures and
the accumulated rubbish on THE PROPERTY are attached hereto as Exhibit "D" and incorporated
herein by reference.

8. True and correct copies of each Notice issued in this matter and other supporting

1 documentation are attached hereto as Exhibit "E" and incorporated herein by reference.

2 9. On July 23, 2009, I posted a Notice of Defects, Notice of Violations (RCC 15.16.020
3 Substandard Structure and RCC 8.120 Accumulation of Rubbish), "Danger Do Not Enter" signs, and
4 a "Do Not Dump" sign on THE PROPERTY.

5 10. On August 13, 2009, a Notice of Noncompliance for the substandard structures and
6 accumulated rubbish was recorded against THE PROPERTY as instrument numbers 2009-0423091
7 and 2009-0423093 respectively. True and correct copies of the recorded Notices of Noncompliance
8 are attached hereto and incorporated by reference as Exhibit "F".

9 11. On September 2, 2009, while conducting an inspection at an adjacent property, I
10 observed that the two story structure had been demolished and the structural debris left in a large pile
11 on THE PROPERTY.

12 12. On September 10, 2009, the Notices of Violation (RCC 15.16.020 Substandard
13 Structure and RCC 8.120 Accumulation of Rubbish) were mailed via certified mail, return receipt
14 requested to OWNER and INTERESTED PARTIES.

15 13. On September 15, 2009, I drove to THE PROPERTY to conduct a follow up
16 inspection. The conditions on THE PROPERTY remained the same as those which I observed on
17 September 2, 2009. The accumulated rubbish amount was greater due to the recent demolition and
18 remained on THE PROPERTY, the structure remained in a general state of dilapidation, and THE
19 PROPERTY continued to constitute a nuisance to the community.

20 14. I am informed and believe, and based upon said information and belief, allege that
21 OWNER does not have legal authority or permission to store or accumulate the above described
22 materials on THE PROPERTY.

23 15. Based upon my experience, knowledge and visual observations, it is my determination
24 that the substandard structure on THE PROPERTY creates an extreme health, safety, fire and
25 structural hazard to the neighbors and general public and constitutes a public nuisance in violation of
26 the provisions set forth in Riverside County Ordinance Nos. 457 and 541.

27 16. On January 14, 2010, the "Notice to Correct County Ordinance Violations and Abate
28 Public Nuisance" providing notification of the Board of Supervisors hearing scheduled for February

1 23, 2010, as required by Riverside County Ordinance No. 725, was mailed to OWNER and
2 INTERESTED PARTIES by certified mail, return receipt requested and on January 19, 2010 was
3 posted on THE PROPERTY. True and correct copies of the notice, return receipt cards, together
4 with the proof of service and the affidavit of posting of notices are attached hereto as Exhibit "G" and
5 incorporated herein by reference.

6 17. A follow-up inspection on January 14, 2010 revealed that THE PROPERTY remains
7 in violation.

8 18. Significant rehabilitation, removal and/or demolition of the substandard structure and
9 removal and disposal of all structural materials, rubbish and debris are required to abate the public
10 nuisance and bring THE PROPERTY into compliance with Riverside County Ordinance Number 457
11 (RCC Title 15), the Health and Safety, Uniform Housing, Administrative and Abatement of
12 Dangerous Buildings Codes. In addition, the removal and disposal of all rubbish on THE
13 PROPERTY is required to bring THE PROPERTY into compliance with Riverside County
14 Ordinance No. 541.

15 19. Accordingly, the following findings and conclusions are recommended:

16 (a) The structure be condemned as a substandard building, public and attractive
17 nuisance;

18 (b) The OWNER, or whoever has possession or control of THE PROPERTY, be
19 required to rehabilitate or demolish said structure, including the removal and disposal of all structural
20 debris and materials, on THE PROPERTY in strict accordance with the provisions of Riverside
21 County Ordinance No. 457 (RCC Title 15);

22 (c) The OWNER, or whoever has possession or control of THE PROPERTY, be
23 ordered to ascertain the existence or non-existence of asbestos containing materials in said structures
24 by survey and materials sample testing through the Industrial Hygiene Specialist of the Riverside
25 County Health Department, Division of Special Services; and, prior to the abatement ordered in
26 subsection (b) above, to secure the removal and disposal of all asbestos containing materials
27 discovered through such survey and testing by contract with a duly certified and licensed contractor
28 for the handling of such materials to avoid citations and/or fines by South Coast Air Quality

1 Management District (“SCAQMD”) pursuant to SCAQMD Rule NO. 1403;

2 (d) If the substandard structure is not razed, removed and disposed of, or
3 reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to
4 Riverside County Ordinance No. 457 (RCC Title 15), within ninety (90) days after the posting and
5 mailing of the Board’s Order and Findings, the substandard structure and contents therein shall be
6 abated by representatives of the Riverside County Code Enforcement Department, a contractor, or
7 the Sheriff’s Department upon receipt of an owner’s consent or a Court Order, where necessary under
8 applicable law, authorizing entry onto THE PROPERTY; and

9 (e) The accumulation of rubbish on THE PROPEY be deemed and declared a
10 public nuisance;

11 (f) The OWNER, or whoever has possession or control of THE PROPERTY, be
12 required to remove all rubbish on THE PROPERTY in strict accordance with the provisions of
13 Riverside County Ordinance No. 541;

14 (g) If the materials are not removed and disposed of in strict accordance with all
15 Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 (RCC
16 Title 8), within ninety (90) days after the posting and mailing of the Board’s Order and Findings, the
17 rubbish shall be abated by representatives of the Riverside County Code Enforcement Department, a
18 contractor or the Sheriff’s Department upon receipt of an owner’s consent or a Court Order, where
19 necessary under applicable law, authorizing entry onto THE PROPERTY; and


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(h) Reasonable costs of abatement, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 457 and 725 (RCC Titles 15 and 1 respectively).

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

Executed this 13TH day of JANUARY, 2010, at LAKE ELSINORE, California.



BRETT FARLOW
Code Enforcement Officer
Code Enforcement Department

Assessment Roll For the 2009-2010 Tax Year as of January 1, 2009

Assessment #934040022-0		Parcel # 934040022-0	
Assessee:	ACEVEDO CANDELARIO	Land	13,439
Assessee:	VILLES CAZ LAURA	Structure	4,810
Mail Address:	1191 MAGNOLIA AVE NO D150	Tree/Vine	9,116
City, State Zip:	CORONA CA 92879	Full Value	27,365
Real Property Use Code:	PA	Total Net	27,365
Base Year	2003		
Conveyance Number:	0008317		
Conveyance (mm/yy):	1/2009		
PUI:	P040000		
TRA:	82-016		
Taxability Code:	0-00		
ID Data:	Lot 1 PM 174/093 PM 26572		

[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. Wan
Assessor - County Clerk - Recorder
 County of Riverside, State of California

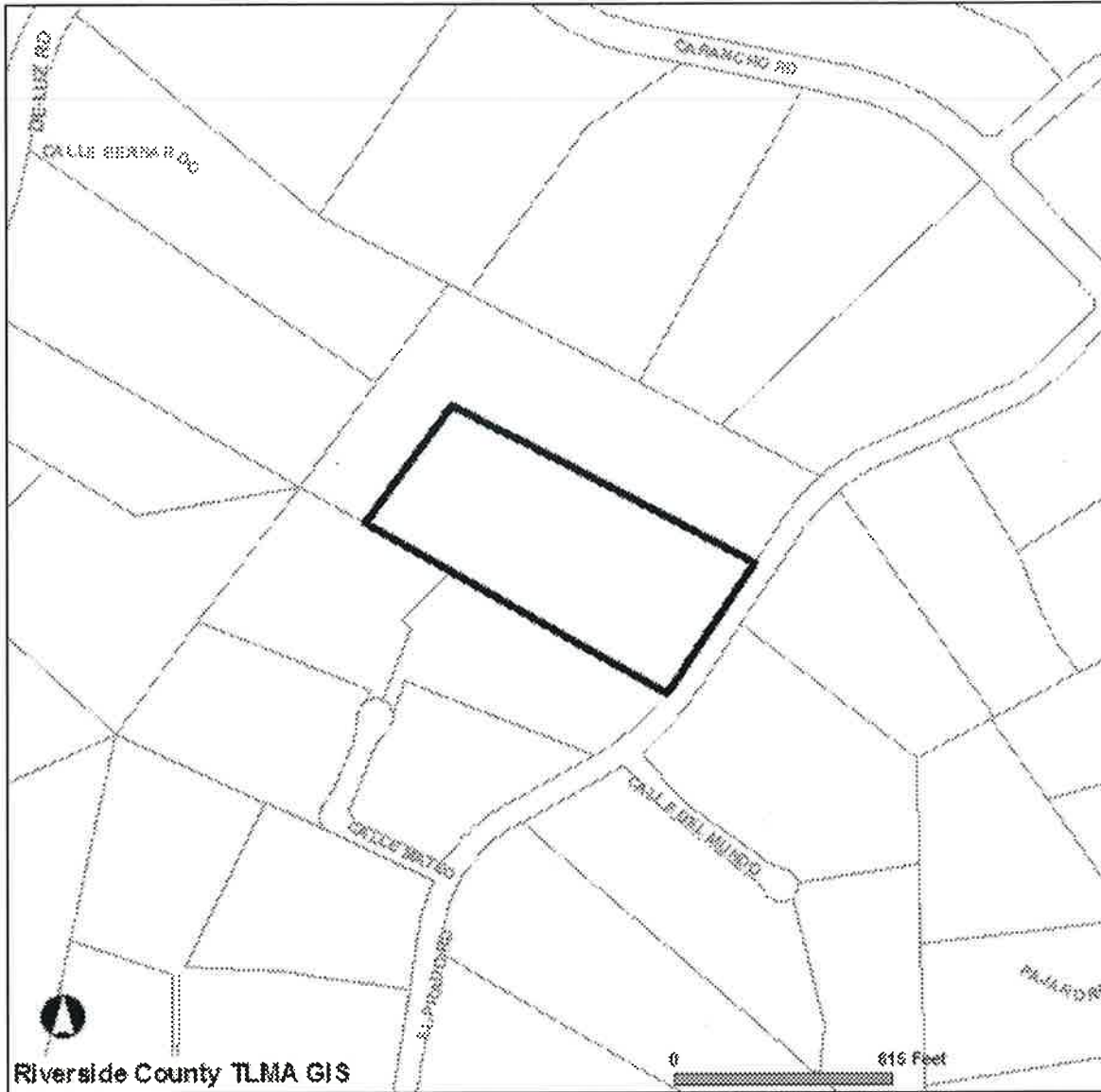
Dated: **JAN 26 2010** **BN**



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

EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
934-040-022

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

STANDARD REPORT

APNs

934-040-022-0

OWNER NAME / ADDRESS

LAURA VILLES CAZ
ADDRESS NOT AVAILABLE

MAILING ADDRESS

(SEE OWNER)
1191 MAGNOLIA AVE NO D150
CORONA CA. 92879

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: PM 174/93
SUBDIVISION NAME: PM 26572
LOT/PARCEL: 2, BLOCK: NOT AVAILABLE
, Por. TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 9.67 ACRES

PROPERTY CHARACTERISTICS

NO PROPERTY DESCRIPTION AVAILABLE

THOMAS BROS. MAPS PAGE/GRID

PAGE: 977 GRID: G1

CITY BOUNDARY/SPHERE

NOT WITHIN A CITY
NOT WITHIN A CITY SPHERE
NO ANNEXATION DATE AVAILABLE
NO LAFCO CASE # AVAILABLE
NO PROPOSALS

MARCH JOINT POWERS AUTHORITY

NOT IN THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT (ORD. 813)

BOB BUSTER, DISTRICT 1

TOWNSHIP/RANGE

T8SR3W SEC 7
T8SR4W SEC 12

ELEVATION RANGE

1136/1228 FEET

PREVIOUS APN

934-040-018

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
RM

AREA PLAN (RCIP)

SOUTHWEST AREA

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

SANTA ROSA PLATEAU POLICY AREA

ZONING CLASSIFICATIONS (ORD. 348)

A-1-10

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

AGRICULTURAL PRESERVE
RANCHO CALIFORNIA #21

REDEVELOPMENT AREAS
NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS
NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES
NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA
NOT IN A CONSERVATION AREA

CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS
NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP
M

WRMSHCP CELL NUMBER
7144
7145

HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)
NONE

FIRE

HIGH FIRE AREA (ORD. 787)
IN HIGH FIRE AREA - Grading And Building Permit Applications Require Fire Dept Clearance Prior To Permit Issuance.

FIRE RESPONSIBILITY AREAS
STATE RESPONSE AREA

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)
NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)
IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

ROAD & BRIDGE DISTRICT
NOT IN A DISTRICT

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)
NOT WITHIN THE EASTERN TUMF FEE AREA

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)
IN OR PARTIALLY WITHIN THESE FEE AREAS. SEE MAP FOR MORE INFORMATION.
SOUTHWEST

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

SOUTHWEST AREA

SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)
NOT WITHIN A FEE AREA

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY
NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

ROAD BOOK PAGE
84

83

CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS
NOT IN A CETAP CORRIDOR.

HYDROLOGY

FLOOD PLAIN REVIEW
NOT REQUIRED.

WATER DISTRICT
WMWD

FLOOD CONTROL DISTRICT
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED
SANTA MARGARITA

GEOLOGIC

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
NOT IN A SUBSIDENCE AREA

PALEONTOLOGICAL SENSITIVITY
LOW POTENTIAL.
FOLLOWING A LITERATURE SEARCH, RECORDS CHECK AND A FIELD SURVEY, AREAS MAY BE DETERMINED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST AS HAVING LOW POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES SUBJECT TO ADVERSE IMPACTS.

MISCELLANEOUS

SCHOOL DISTRICT
MURRIETA VALLEY UNIFIED

COMMUNITIES
SANTA ROSA

COUNTY SERVICE AREA
NOT IN A COUNTY SERVICE AREA.

LIGHTING (ORD. 655)
ZONE B, 23.43 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT
043215

TAX RATE AREAS

- 082-016
- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- ELS MURRIETA ANZA RESOURCE CONS
- ELSINORE AREA ELEM SCHOOL FUND
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 7
- GENERAL
- GENERAL PURPOSE
- METRO WATER WEST 1302999
- MT SAN JACINTO JUNIOR COLLEGE
- MURRIETA CEMETERY
- MURRIETA UNIFIED
- MURRIETA UNIFIED B & I
- RANCHO CAL WTR SAN R DIV DEBT SV
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SANTA ROSA COMMUNITY SERVICES
- VALLEY HEALTH SYSTEM HOSP DIST
- WESTERN MUN WATER 9TH FRINGE

SPECIAL NOTES
NO SPECIAL NOTES

CODE COMPLAINTS
RCLIS MAY NOT REPORT ALL OPEN CODE VIOLATIONS. CHECK OTHER RESOURCES.

REPORT PRINTED ON...Tue Nov 03 09:00:32 2009



P.O. Box 1193
 Whittier, CA 90609
 Tel # (562) 325-8351
 Fax # (714) 783-3038

Lot Book Report

Order Number: **19380**

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT
 4080 Lemon Street
 Riverside CA 92501

Order Date: 7/31/2009

Dated as of: 7/29/2009

County Name: Riverside

Attn: Brent Steele
 Reference: CV09-05465 / Dean Deines
 IN RE: VILLES CAZ, LAURA

FEE(s):
 Report: \$120.00

Property Address: Vacant Land

CA

Assessor's Parcel No. : 934-040-022-0

Assessments:

Land Value:	\$13,473.00
Improvement Value:	\$4,716.00
Exemption Value:	\$0.00
Total Value:	\$18,189.00

Tax Information

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$1,175.11
Penalty	\$117.51
Status	NOT PAID-DELINQUENT
Second Installment	\$1,175.11
Penalty	\$148.51
Status	NOT PAID-DELINQUENT



P.O. Box 1193
Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 19380

Reference: CV09-05465 / Dea

Property Vesting

The last recorded document transferring title of said property

Dated	01/05/2009
Recorded	01/08/2009
Document No.	2009-0008317
D.T.T.	\$0.00
Grantor	Candelario Acevedo, a single man and Laura Villescaz, a single woman as joint tenants
Grantee	Laura Villescaz, a single woman

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	08/15/2007
Recorded	08/28/2007
Document No.	2007-0550687
Amount	\$363,350.00
Trustor	Candelario Acevedo, a single man and Laura Villescaz, a single woman, as joint tenants
Trustee	Rabobank, N.A.
Beneficiary	Rabobank, N.A.

Additional Information

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Candelario Acevedo and Laura Villescaz
Case No.	Cv07-7638 and CV07-10132
Recorded	05/28/2008
Document No.	2008-0289538



P.O. Box 1193
 Whittier, CA 90609
 Tel # (562) 325-8351
 Fax # (714) 783-3038

Order Number: 19380

Reference: CV09-05465 / Dea

A Notice of State Tax Lien Recorded	06/05/2008
Document No.	2008-0306010
Amount	\$155,082.91
Account No.	SR-EH-097703480
Certificate No.	BE-1226562
Debtor	Candelario Acevedo doing business as Just Cars
Creditor: State of California,	Board of Equalization

Legal Description

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

THOSE PORTIONS OF PARCEL 1 AND PARCEL 2 OF PARCEL MAP NO. 26572, AS PER PLAT RECORDED IN BOOK 174 OF PARCEL MAPS, PAGE(S) 93 AND 94, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED HEREON:

BEING PARCEL 1 OF PARCEL MAP 26572, INCLUDING THAT PORTION OF PARCEL 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF AFOREMENTIONED PARCEL 1, SAID POINT BEING AN ANGLE POINT CORNER OF PARCEL 2, PARCEL MAP 26572; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, NORTH 59° 59' 10" WEST, A DISTANCE OF 277.16 FEET TO AN ANGLE POINT; THENCE NORTH 36° 05' 18" EAST, A DISTANCE OF 417.16 FEET PARALLEL TO THE WESTERLY LINE OF SAID PARCEL 1 TO AN ANGLE POINT; THENCE SOUTH 62° 00' 52" EAST, A DISTANCE OF 347.79 FEET PARALLEL TO THE NORTHERLY LINE OF SAID PARCEL 2 TO AN ANGLE POINT LOCATED ON THE WESTERLY LINE OF SAID PARCEL 1; THENCE ALONG SAID WESTERLY LINE, SOUTH 45° 01' 37" WEST, A DISTANCE OF 442.23 FEET TO THE POINT OF BEGINNING.

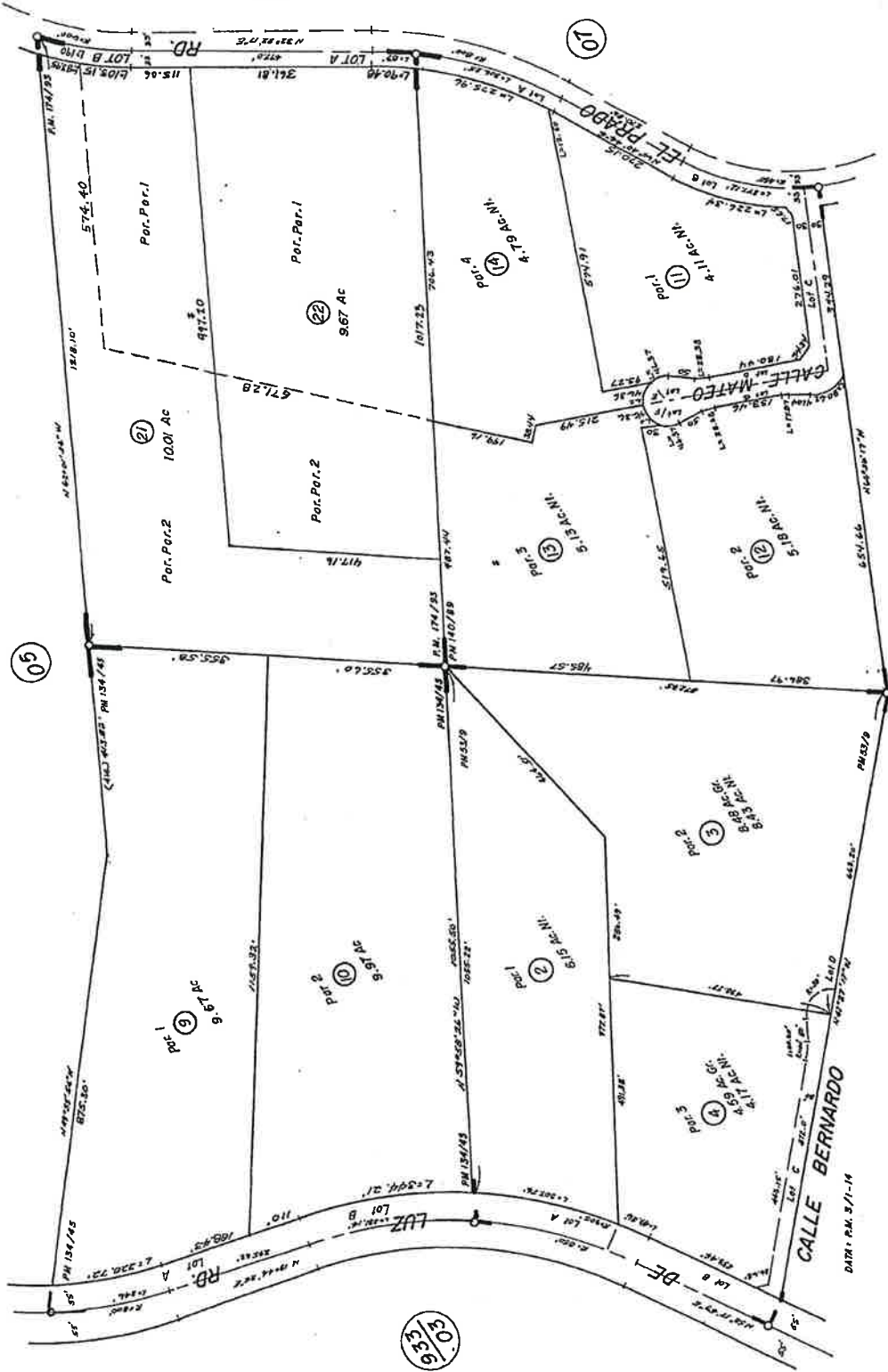
EXCLUDING THAT PORTION OF PARCEL 1, PARCEL MAP 26572 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF PARCEL 1, SAID POINT LOCATED ON THE CENTERLINE OF EL PRADO ROAD, AS SHOWN ON SAID MAP; THENCE ALONG THE NORTHERLY LINE OF PARCEL 1, NORTH 62° 00' 52" WEST, A DISTANCE OF 608.43 FEET TO AN ANGLE POINT; THENCE ALONG THE WESTERLY LINE OF PARCEL 1, SOUTH 45° 01' 37", A DISTANCE OF 229.05 FEET TO AN ANGLE POINT; THENCE SOUTH 62° 00' 52" EAST, A DISTANCE OF 649.41 FEET PARALLEL TO THE NORTHERLY LINE OF SAID PARCEL 1 TO THE CENTERLINE OF EL PRADO ROAD; THENCE ALONG SAID CENTERLINE, NORTH 32° 22' 17" EAST, A DISTANCE OF 115.06 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 600.00 FEET; THENCE ALONG SAID CURVE NORTHEASTERLY THROUUGH A CENTRAL ANGLE OF 10° 06' 27" AND AN ARC LENGTH OF 105.85 FEET TO THE POINT OF BEGINNING.

POR. RANCHO SANTA ROSA, POR. SEC. 7, T. 8S, R. 3W.
POR. SEC. 12, T. 8S, R. 4W.

MAR 29 2005

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



DATE	OLD NO.	NEW NO.
4/22	5	7
5/16	6	8
7/16	7	9
8/17	8	10
9/17	9	11
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12/24	96	98
1/25	97	99
2/25	98	100

PM. 53/19 Parcel Map 9062
PM. 174/93-94 Parcel Map 26572
PM. 134/45-46 " " 20429
PM. 140/89-90 " " 18935

SEPT. 1979

ASSESSOR'S MAP BK. 934 PG. 04
RIVERSIDE COUNTY, CALIF.

DOC # 2009-0008317
01/08/2009 08:00A Fee:25.00
Page 1 of 3

Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Laura V. Villescaz
1191 Magnolia Ave
Ste D 150
Corona CA 92879

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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31

Space above this line for recorder's use only

Grant Deed

Title of Document



TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

ACR 238P-AS4RE0 (Rev. 03/2008)

Public Record

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:
LAURA VILLES CAZ
1191 MAGNOLIA AVE. STE. D-309 150
CORONA, CA. 92879

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

ASSESSOR'S PARCEL NO.:
934-040-022

The undersigned Grantor(s) declare that the DOCUMENT TRANSFER TAX IS:
0.00 County 0.00 City
___ computed on the full value of the interest of property conveyed, or
___ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
___ OR transfer is EXEMPT from tax for the following reason: This is a bonafied gift and the Grantor received nothing in return, R&T 11911.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CANDELARIO ACEVEDO, a Single Man and LAURA VILLES CAZ, a Single Woman as Joint Tenants

hereby GRANT(S) to LAURA VILLES CAZ, a Single Woman

all that real property situated in the City of RIVERSIDE County of RIVERSIDE, State of CA, described as:

Legal Description described in "Exhibit A" attached hereto and made apart hereof.

Jan 5, 2009
Dated ~~October 6, 2008~~

State of California
County of Riverside

On January 05, 2009, Before me Anna R. Moreno a
Notary Public in and for said State, Personally appeared

Candelario Acevedo and Laura Villesc az

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.

[Handwritten Signature]
CANDELARIO ACEVEDO *Candelario Acevedo*
[Handwritten Signature]
LAURA VILLES CAZ

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

[Handwritten Signature]
Signature

(This area for official notary seal)

MAIL TAX STATEMENTS TO:
LAURA VILLES CAZ
1191 MAGNOLIA AVE. STE. D-309
CORONA, CA. 92879



2009-0008317
81/88/2009 08:00A
2 of 3

THOSE PORTIONS OF PARCEL 1 AND PARCEL 2 OF PARCEL MAP 26572, RECORDED IN BOOK 174, PAGES 93 AND 94 OF PARCEL MAP RECORDS, RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED HEREON:

BEING PARCEL 1 OF PARCEL MAP 26572,

INCLUDING THAT PORTION OF PARCEL 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF AFOREMENTIONED PARCEL 1 SAID POINT BEING AN ANGLE POINT CORNER OF PARCEL 2, PARCEL MAP 26572;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 NORTH 59 DEGREES 59' 10" WEST, A DISTANCE OF 277.16 FEET, TO AN ANGLE POINT.

THENCE NORTH 36 DEGREES 05' 18" EAST A DISTANCE OF 417.16 FEET PARALLEL TO THE WESTERLY LINE OF SAID PARCEL 1, TO AN ANGLE POINT;

THENCE SOUTH 62 DEGREES 00' 52" EAST A DISTANCE OF 347.79 FEET PARALLEL TO THE NORTHERLY LINE OF SAID PARCEL 2, TO AN ANGLE POINT LOCATED ON THE WESTERLY LINE OF SAID PARCEL 1;

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THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 10 DEGREES 06' 27" AND AN ARC LENGTH OF 105.85 FEET, TO THE POINT OF BEGINNING.

2009-0008317
01/02/2009 08:09A
3 of 3



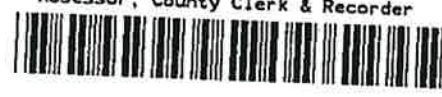
1. CHANGE COUNTY RECORDS FROM COUNTY TO COUNTY OF RIVERSIDE COUNTY

2009-0008317
07/02/2009 08:18AM
2 of 3

RECORDATION REQUESTED BY:

RECORDED AT THE REQUEST OF
 CHICAGO TITLE CO

Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:
 Rabobank, N.A.
 Loan Documentation Quality Control Department
 P O Box 1845
 El Centro, CA 92244

SEND TAX NOTICES TO:
 Candelario Acevedo
 Laura Villescax
 1686 Via Provicla Circle
 Corona, CA 92881

78003343-01
 934-040-022
 082-016



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DEED OF TRUST

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THIS DEED OF TRUST is dated August 15, 2007, among Candelario Acevedo, a Single Man and Laura Villescax, a Single Woman, as Joint Tenants, whose address is 1686 Via Provicla Circle, Corona, CA 92881 ("Trustor"); Rabobank, N.A., whose address is Visalia Branch, 618 West Main Street, Visalia, CA 93291 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Rabobank, N.A., whose address is P.O. Box 1845, El Centro, CA 92244 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor Irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Riverside County, State of California:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Assessor's Parcel Number for the Real Property is 934-040-022-0.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property

**DEED OF TRUST
(Continued)**

Loan No: 04238457-01

Page 2

to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender

DEED OF TRUST
(Continued)

Loan No: 04238457-01

Page 3

being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted

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by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Trustor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related

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Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Trustor, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If any default, other than a default in payment is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Foreclosure by Sale. Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Judicial Foreclosure. With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made,

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whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Riverside County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

NOTICES. Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is

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to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

STATEMENT OF OBLIGATION FEE. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Tulare County, State of California.

Joint and Several Liability. All obligations of Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Rabobank, N.A., and its successors and assigns.

Borrower. The word "Borrower" means Candelario Acevedo and Laura Villescaz and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Rabobank, N.A., its successors and assigns.

Note. The word "Note" means the promissory note dated August 15, 2007, in the original principal amount of \$363,350.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

Trustee. The word "Trustee" means Rabobank, N.A., whose address is P.O. Box 1845, El Centro, CA 92244 and any substitute or successor trustees.

Trustor. The word "Trustor" means Candelario Acevedo and Laura Villescaz.

EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

X

Candelario Acevedo

X

Laura Villescaz

Public Record

DEED OF TRUST
(Continued)

Loan No: 04238457-01

Page 9

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California)
)
COUNTY OF San Diego) SS
)

On August 23, 2007 before me, Pamela S.R. Eskue, notary public
(here insert name and title of the officer)

personally appeared Candelario Acevedo and Laura Villescaz, 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 *Pamela S.R. Eskue*



(Seal)

(DO NOT RECORD)
REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

LASER PRO Lending, Var. 8.34.00.004 Corp. Herndon Financial Solutions, Inc. 1997, 2007. All Rights Reserved - CA, C1CFRPL1001FC TR-20057 PH-8

DESCRIPTION

THOSE PORTIONS OF PARCEL 1 AND PARCEL 2 OF PARCEL MAP NO. 26572, AS PER PLAT RECORDED IN BOOK 174 OF PARCEL MAPS, PAGE(S) 93 AND 94, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED HEREON:

BEING PARCEL 1 OF PARCEL MAP 26572,

INCLUDING THAT PORTION OF PARCEL 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF AFOREMENTIONED PARCEL 1, SAID POINT BEING AN ANGLE POINT CORNER OF PARCEL 2, PARCEL MAP 26572;
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, NORTH 59° 59' 10" WEST, A DISTANCE OF 277.16 FEET TO AN ANGLE POINT;
THENCE NORTH 36° 05' 18" EAST, A DISTANCE OF 417.16 FEET PARALLEL TO THE WESTERLY LINE OF SAID PARCEL 1 TO AN ANGLE POINT;
THENCE SOUTH 62° 00' 52" EAST, A DISTANCE OF 347.79 FEET PARALLEL TO THE NORTHERLY LINE OF SAID PARCEL 2 TO AN ANGLE POINT LOCATED ON THE WESTERLY LINE OF SAID PARCEL 1;
THENCE ALONG SAID WESTERLY LINE, SOUTH 45° 01' 37" WEST, A DISTANCE OF 442.23 FEET TO THE POINT OF BEGINNING.

EXCLUDING THAT PORTION OF PARCEL 1, PARCEL MAP 26572 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF PARCEL 1, SAID POINT LOCATED ON THE CENTERLINE OF EL PRADO ROAD, AS SHOWN ON SAID MAP;
THENCE ALONG THE NORTHERLY LINE OF PARCEL 1, NORTH 62° 00' 52" WEST, A DISTANCE OF 608.43 FEET TO AN ANGLE POINT;
THENCE ALONG THE WESTERLY LINE OF PARCEL 1, SOUTH 45° 01' 37", A DISTANCE OF 229.05 FEET TO AN ANGLE POINT;
THENCE SOUTH 62° 00' 52" EAST, A DISTANCE OF 649.41 FEET PARALLEL TO THE NORTHERLY LINE OF SAID PARCEL 1 TO THE CENTERLINE OF EL PRADO ROAD;
THENCE ALONG SAID CENTERLINE, NORTH 32° 22' 17" EAST, A DISTANCE OF 115.06 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 600.00 FEET;
THENCE ALONG SAID CURVE NORTHEASTERLY THROUUGH A CENTRAL ANGLE OF 10° 06' 27" AND AN ARC LENGTH OF 105.85 FEET TO THE POINT OF BEGINNING.

When recorded please mail to:
5144

DOC # 2008-0289538
05/28/2008 08:00A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



8
023

NOTICE OF NONCOMPLIANCE

In the matter of the Property of
CANDELARIO ACEVEDO
LAURA VILLES CAZ

)
)

Case No. CV07-7638
CV07-10132

M
023

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 2, (RCC Title 15.08) described as CONSTRUCTION WITHOUT PERMIT (40 X 40 GAZEBO/PATIO) & Riverside County Ordinance No.348, (RCC Title 17.120.010) described as NON PERMITTED LAND USE – OCCUPIED RECREATIONAL VEHICLE. Such Proceedings are based upon the noncompliance of such real property, located at 1 PARCEL SOUTH OF 44225 EL PRADO ROAD, TEMECULA, CA, and more particularly described as Assessor's Parcel Number 934-040-022 and having a legal description of 9.67 ACRES M/L IN POR PARS 1 & 2 PM 174/093 PM 26572, Records of Riverside County, with the requirements of Ordinance No. 457 SECTION 2 & 348 (RCC Title-15.08 & 17.120.010).

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 Code Enforcement Department, 117 S. Langstaff Street, Lake Elsinore, California, Attention Code Enforcement Officer Brett Farlow.

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
CODE ENFORCEMENT DEPARTMENT
By Greg Flannery
Greg Flannery
Code Enforcement Department

ACKNOWLEDGMENT

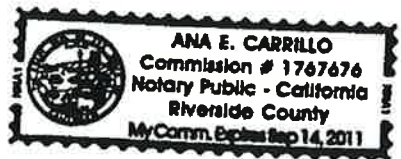
State of California)
County of Riverside)

On 04/24/08 before me, Ana E. Carrillo, Notary Public, personally appeared Greg Flannery, 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.

Ana E. Carrillo
Commission # 1767676 Comm. Expires Sep. 14, 2011



RECORDING REQUESTED BY
STATE OF CALIFORNIA
BOARD OF EQUALIZATION

AND WHEN RECORDED MAIL TO:

STATE BOARD OF EQUALIZATION
PO BOX 942879
SACRAMENTO, CALIFORNIA 94279-0055

DOC # 2008-0306010

06/05/2008 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



NOTICE OF STATE TAX LIEN

Chapter 14 (Commencing with
section 7150 of Division 7 of
Title 1 of the Government Code)

030

RIVERSIDE
33

Certificate No. BE- 1226562

Account No. SR -EH -097703480

The State Board of Equalization of the State of California hereby certifies that the following named taxpayer(s)
CANDELARIO ACEVEDO (XXX-XX-8933)
DOING BUSINESS AS JUST CARS

whose last known address was 1342 E 6TH ST # 2, CORONA, CA 92879-1702

is (are) liable to the State of California for amounts due from and required to be paid by said taxpayer(s) and duly levied and determined under the provisions of the California Sales and Use Tax Law, Part 1, 1.5 and where applicable, Part 1.6.

PERIOD	ASSESSMENT	TAX	INTEREST	PENALTY	TOTAL
01/01/04 12/31/06	02/09/08	\$105,330.88	\$27,885.86	\$21,866.17	\$155,082.91
TOTAL		\$105,330.88	\$27,885.86	\$21,866.17	\$155,082.91

Additional interest accrues after May 31, 2008, at the modified adjusted rate established pursuant to section 6591.5 of the Revenue and Taxation Code. Additional penalties may accrue by operation of law.

The State Board of Equalization further certifies that it has complied with all of the provisions of the above-cited law, act, or ordinance in its determination of the amounts required to be paid.

The liability above set forth is a lien upon all real property and rights to such property, including all after-acquired property and rights to property belonging to the above-named taxpayer(s).



Dated May 20, 2008
At Sacramento, California

BOE-426 (S1) REV. 14 (4-05)

The State Board of Equalization has caused this Notice to be issued in its name by its representative thereon duly authorized by resolution of said Board.

The agency has adopted the use of a facsimile signature as shown below:

By 
R. Cornell, Authorized Representative

Public Record



John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Lake Elsinore District Office
117 S. Langstaff Street
Lake Elsinore, California 92530
(951) 245-3186 - Fax (951) 245-3205

CV09-05465

CASES#: 05466 PROPERTY SITUS: 1 PARCEL SOUTH OF 44225 EL PILARO RD (TEMECULA)

A.P.N.: 934-040-022 DRAWN ON (date) 9-16-09 DRAWN BY: BEARLOW

Provide North Arrow



REAR PROPERTY LINE

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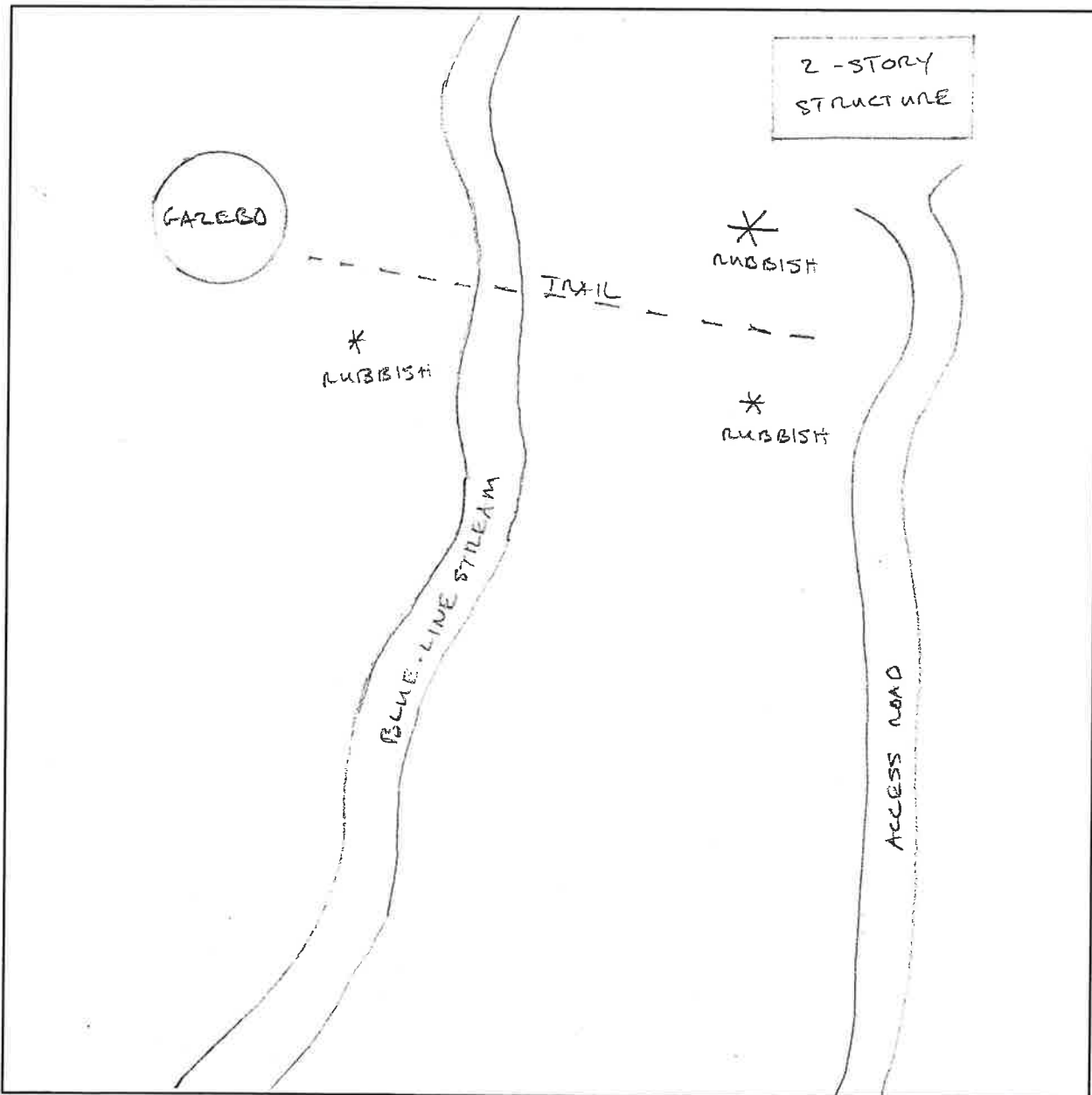
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FRONT PROPERTY LINE

NOT TO SCALE

SIT.05 -Code Enforcement 10.07

EL PILARO RD

ST./AV./DR

EXHIBIT NO. D

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05465;66



PHOTO # 1 DATE: 10/13/09 TIME: 1000 AM TAKEN BY: BF # 21

Depicting accumulated rubbish _____



PHOTO # 2 DATE: 10/13/09 TIME: 1000 AM TAKEN BY: BF #21

Depicting sub-standard gazebo _____

EXHIBIT NO. D2

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05465;66



PHOTO # 3 DATE: 10/13/09 TIME: 1000 AM TAKEN BY: BF # 21

Depicting accumulated rubbish

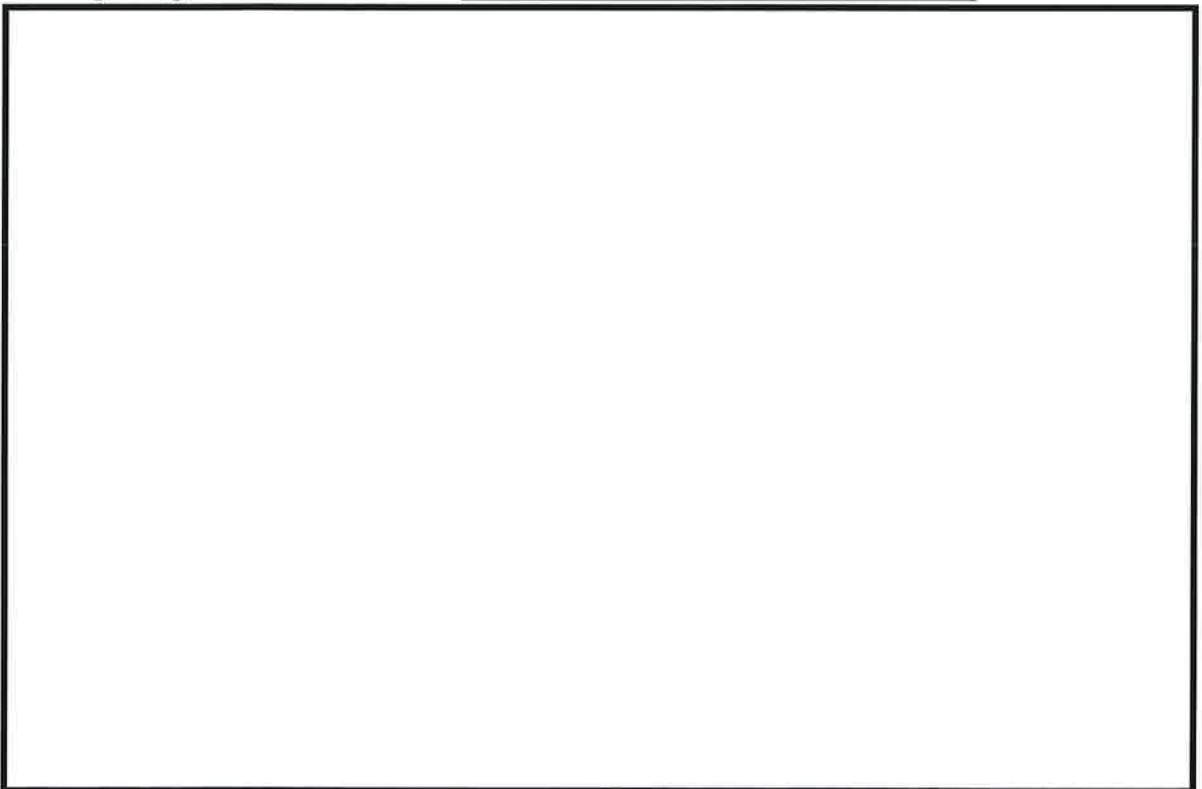


PHOTO # DATE: 10/13/09 TIME: 1000 AM TAKEN BY: BF #21

EXHIBIT NO. D3

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05465;66



PHOTO # _ 1 _ DATE: _ 09/15/09 _ TIME: _ 0900 AM TAKEN BY: BF # 21
Depicting demolished sub-standard two-story structure _____



PHOTO # _ 2 _ DATE: _ 09/15/09 _ TIME: _ 0900 AM TAKEN BY: BF # 21
Depicting accumulated rubbish _____

EXHIBIT NO. D4

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05465;66



PHOTO # 3 DATE: 09/15/09 TIME: 0900 AM TAKEN BY: BF # 21

Depicting sub-standard gazebo _____

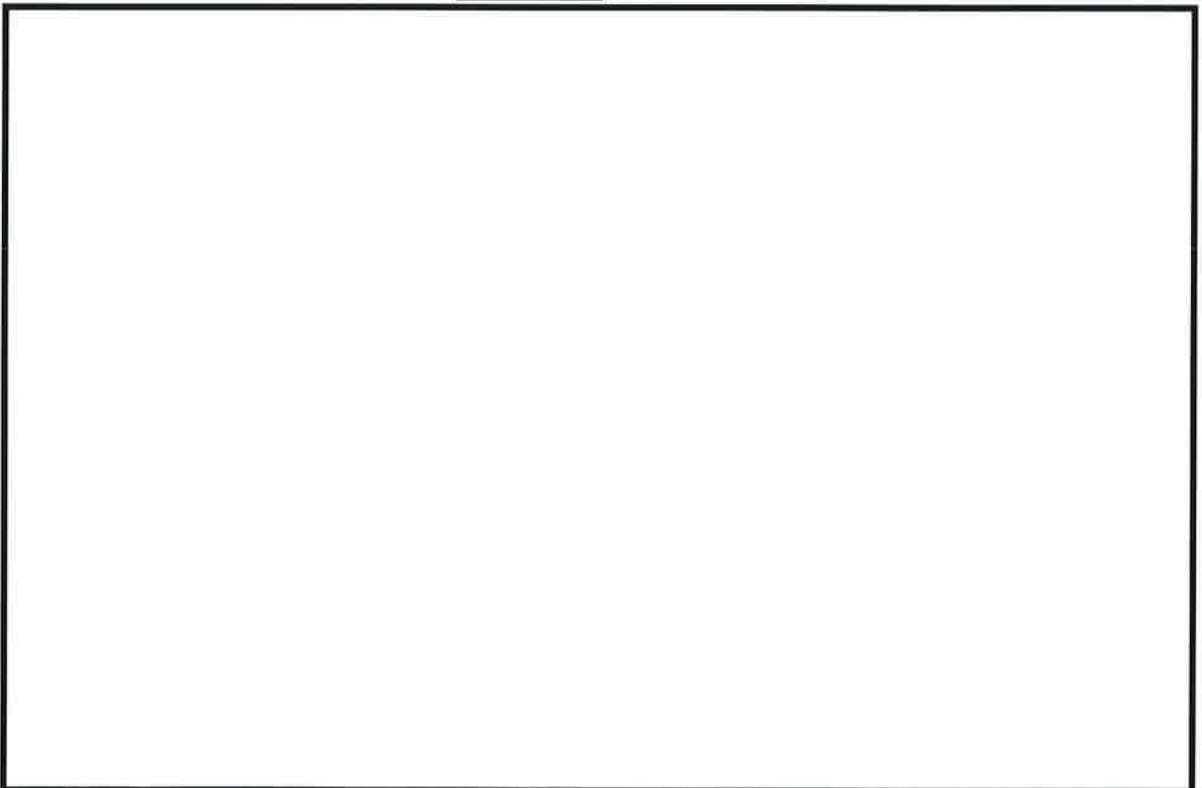


PHOTO # _____ DATE: 09/15/09 TIME: 0900 AM TAKEN BY: BF #21

EXHIBIT NO. DS

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05465;66



PHOTO # 1 DATE: 07/23/09 TIME: 1300 PM TAKEN BY: BF # 21

Depicting 2-story sub-standard structure



PHOTO # 2 DATE: 7/23/09 TIME: 1300 PM TAKEN BY: BF #21

Inadequate foundation

EXHIBIT NO. 20

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05465;66



PHOTO # 3 DATE: 07/23/09 TIME: 1300 PM TAKEN BY: BF # 21

Improper lavatory _____



PHOTO # 4 DATE: 7/23/09 TIME: 1300 PM TAKEN BY: BF #21

Improper water closet; no running water _____

EXHIBIT NO. 27

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05465;66

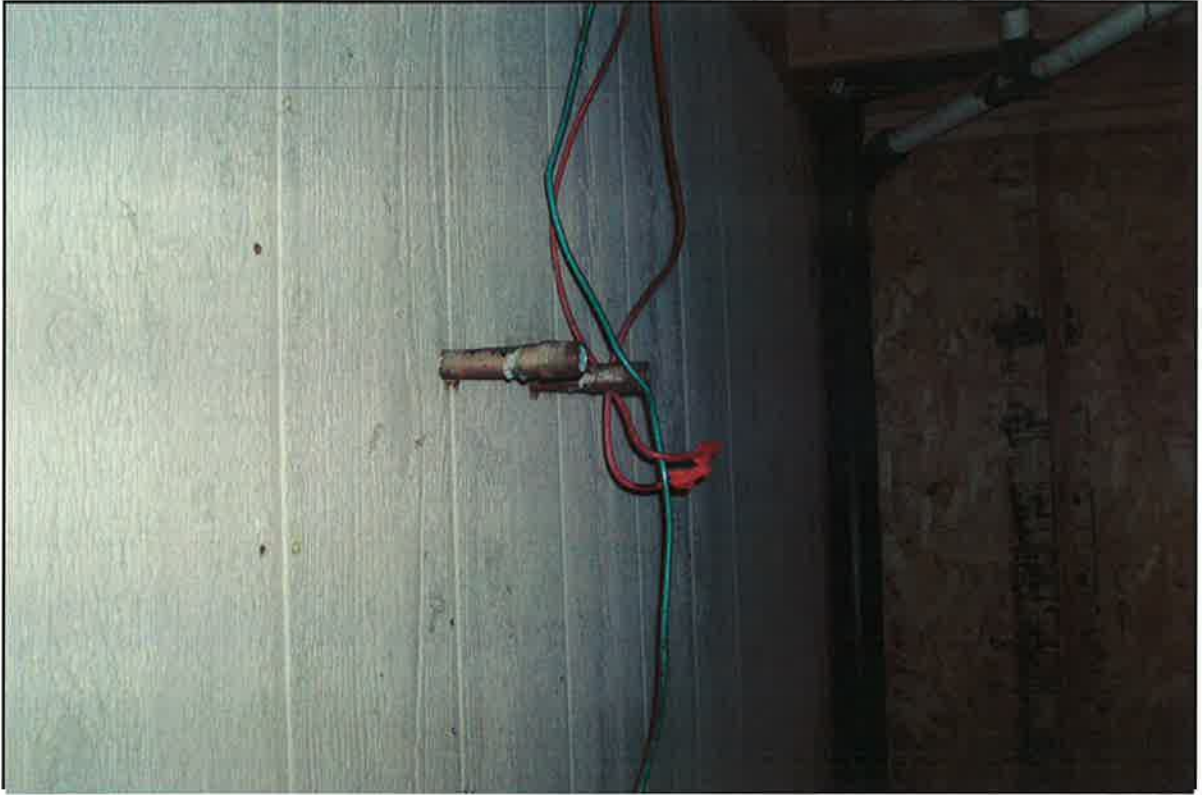


PHOTO # 5 DATE: 07/23/09 TIME: 1300 PM TAKEN BY: BF # 21

Hazardous wiring (exposed) _____



PHOTO # 6 DATE: 7/23/09 TIME: 1300 PM TAKEN BY: BF #21

Missing windows and door; second story room _____

EXHIBIT NO. 78

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05465;66



PHOTO # 7 DATE: 07/23/09 TIME: 1300 PM TAKEN BY: BF #21

Missing water closet



PHOTO # 8 DATE: 7/23/09 TIME: 1300 PM TAKEN BY: BF #21

Staircase to second story supported by log used as a column

EXHIBIT NO. D9

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05465;66



PHOTO # 9 DATE: 07/23/09 TIME: 1300 PM TAKEN BY: BF #21

View of structure from north _____



PHOTO # 10 DATE: 7/23/09 TIME: 1300 PM TAKEN BY: BF #21

Depicting sub-standard gazebo; structure is leaning to north _____

EXHIBIT NO. DH

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05465;66



PHOTO # 11 DATE: 07/23/09 TIME: 1300 PM TAKEN BY: BF # 21

Dead tree used as center support for gazebo



PHOTO # 12 DATE: 7/23/09 TIME: 1300 PM TAKEN BY: BF #21

Columns/Support posts leaning to north; lack of structural suppo

EXHIBIT NO. DH

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05465;66



PHOTO # 13 DATE: 07/23/09 TIME: 1300 PM TAKEN BY: BF # 21

No footings for columns _____



PHOTO # 14 DATE: 7/23/09 TIME: 1300 PM TAKEN BY: BF #21

Accumulated rubbish spread throughout the parcel _____

EXHIBIT NO. D12

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05465;66



PHOTO # 15 DATE: 07/23/09 TIME: 1300 PM TAKEN BY: BF # 21

Depicting accumulated rubbish _____



PHOTO # 16 DATE: 7/23/09 TIME: 1300 PM TAKEN BY: BF #21

Access gate to property open _____

EXHIBIT NO. D13



COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 09-05465

THE PROPERTY AT: 1 P/S OF 44225 EL PRADO RD. (TEMECULA) APN#: 934-040-022

WAS INSPECTED BY OFFICER: FARLOW ID#: 21 ON 7-23-09 AT 1300 am/pm

AND FOUND TO BE IN VIOLATION OF RIVERSIDE COUNTY CODE(S) AS FOLLOWS:

<input type="radio"/>	5.28.040 (RCO 593)	Excessive Yard Sales - Cease yard sale. Limit of 3 yard sale events, not over 3 consecutive days, per year.	<input type="radio"/>	17.252.030 (RCO 348)	Unpermitted Outdoor Advertising Display - Obtain a permit from the Planning Dept. or remove display.
<input type="radio"/>	8.28.030 (RCO 821)	Unfenced Pool - Install or provide adequate fencing to secure the pool.	<input type="radio"/>	17.172.205 (RCO 348)	Prohibited Fencing - Remove fence. Fences shall not be constructed of garage doors, tires, pallets or other materials not typically used for the construction of fences.
<input checked="" type="radio"/>	8.120.010 (RCO 541)	Accumulated Rubbish - Remove all rubbish & dispose of in an approved legal landfill.	<input type="radio"/>	17. _____ (RCO 348)	Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed - Remove unpermitted mobile home(s) from the property.
<input type="radio"/>	15.08.010 (RCO 457)	Unpermitted Construction - Cease construction. Obtain the appropriate permits from the Bldg. & Safety and Planning Departments or demolish the _____.	<input type="radio"/>	17. _____ (RCO 348)	Occupied RV/Trailer - Cease occupancy & disconnect all utilities to RV/Trailer.
<input type="radio"/>	15.12.020(J)(2) (RCO 457)	Unapproved Grading/Clearing - Cease grading/clearing/stockpiling/importing fill. Obtain a Restoration Assessment from the Dept. of Building & Safety. Perform complete restoration and remediation of the property affected by the unapproved grading in accordance with the Restoration Assessment.	<input type="radio"/>	17. _____ (RCO 348)	Excessive Animals - Remove or reduce the number of _____ to less than _____.
<input checked="" type="radio"/>	15.16.020 (RCO 457)	Substandard Structure - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects or demolish the structure.	<input type="radio"/>	17. _____ (RCO 348)	Unpermitted Land Use: _____ Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
<input type="radio"/>	15.48.010 (RCO 457)	Unpermitted Mobile Home —Vacate mobile home. Obtain the appropriate permits from the Planning Dept. & Dept. of Bldg. & Safety prior to occupancy or remove Mobile Home.	<input type="radio"/>	17. _____ (RCO 348)	Excessive Outside Storage - Remove or reduce all outside storage to less than _____ square feet at the rear of the property.
<input type="radio"/>	15.48.040 (RCO 457)	Substandard Mobile Home/Trailer/RV - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects and Title 25 or demolish the Mobile Home/Trailer/RV.	<input type="radio"/>		

COMMENTS: SUB-STANDARD TWO-STORY STRUCTURE AND UN-STABLE 30' DIAMETER GARAGE; ACCUMULATED RUBBISH (HOUSEHOLD WASTE & MISC. DEBRIS)

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 8-23-09. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.

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 CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE 1.16.

SIGNATURE _____ PRINT NAME _____ DATE _____ EXHIBIT NO. E
CDL/CID# _____ D.O.B. _____ TEL. NO. _____



RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT NOTICE OF DEFECTS

SUBSTANDARD BUILDING CONDITIONS:

UNIFORM HOUSING HEALTH & SAFETY
CODE SECTIONS CODE SECTIONS

1. <input type="checkbox"/>	Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....	1001(b)1,2,3	17920.3(a)1,2,3
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
2. <input type="checkbox"/>	Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
3. <input type="checkbox"/>	Lack of connection to required sewage system.....	1001(b)14	17920.3(a)14
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
4. <input type="checkbox"/>	Hazardous plumbing.....	1001(f)	17920.3(e)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
5. <input type="checkbox"/>	Lack of required electrical lighting.....	1001(b)10	17920.3(a)10
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
6. <input type="checkbox"/>	Hazardous Wiring.....	1001(e)	17920.3(d)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
7. <input type="checkbox"/>	Lack of adequate heating facilities.....	1001(o)6	17920.3(a)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
8. <input checked="" type="checkbox"/>	Deteriorated or inadequate foundation. <u>NO FOOTINGS FOR COLUMNS</u>	1001(c)1	17920.3(b)1
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
9. <input type="checkbox"/>	Defective or deteriorated flooring or floor supports.....	1001(c)2	17920.3(b)2
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
10. <input checked="" type="checkbox"/>	Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration. <u>STRUCTURE UN-STABLE</u>	1001(c)4	17920.3(b)4
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
11. <input type="checkbox"/>	Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.....	1001(c)6	17920.3(b)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
12. <input type="checkbox"/>	Dampness of habitable rooms.....	1001(b)11	17920.3(a)11
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
13. <input checked="" type="checkbox"/>	Faulty weather protection. <u>FAULTY WEATHER MATERIAL</u>	1001(h)1-4	17920.3(g)1-4
	A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
14. <input checked="" type="checkbox"/>	General dilapidation or improper maintenance.....	1001(b)13	17920.3(a)13
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
15. <input type="checkbox"/>	Fire hazard.....	1001(i)	17920.3(h)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
16. <input type="checkbox"/>	Extensive fire damage.....		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
17. <input checked="" type="checkbox"/>	Public and attractive nuisance - abandoned/vacant.....		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
18. <input type="checkbox"/>	Improper occupancy.....	1001(n)	17920.3(n)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
19. <input type="checkbox"/>			
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20. <input type="checkbox"/>			
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

*** YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CV09-05465 Address APN: 934-040-022 EL PRADO RD (TENECA)

Date 7-23-09 Officer FARLOW #21

EXHIBIT NO. EL

285-025 (4/96) { 30' DIAMETER GAZEBO - STRUCTURE LEANING TO THE NORTH }

Distribution: White-Case File; Canary-Property Owner; Pink-To Be Posted On Structure

RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT NOTICE OF DEFECTS

SUBSTANDARD BUILDING CONDITIONS:	UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. <input checked="" type="checkbox"/> Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....	1001(b)1,2,3	17920.3(a)1,2,3
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
2. <input checked="" type="checkbox"/> Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
3. <input type="checkbox"/> Lack of connection to required sewage system.....	1001(b)14	17920.3(a)14
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
4. <input checked="" type="checkbox"/> Hazardous plumbing.....	1001(f)	17920.3(e)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
5. <input checked="" type="checkbox"/> Lack of required electrical lighting.....	1001(b)10	17920.3(a)10
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
6. <input checked="" type="checkbox"/> Hazardous Wiring.....	1001(e)	17920.3(d)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
7. <input checked="" type="checkbox"/> Lack of adequate heating facilities.....	1001(o)6	17920.3(a)6
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
8. <input checked="" type="checkbox"/> Deteriorated or inadequate foundation.....	1001(c)1	17920.3(b)1
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
9. <input type="checkbox"/> Defective or deteriorated flooring or floor supports.....	1001(c)2	17920.3(b)2
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
10. <input type="checkbox"/> Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.....	1001(c)4	17920.3(b)4
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
11. <input type="checkbox"/> Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.....	1001(c)6	17920.3(b)6
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
12. <input checked="" type="checkbox"/> Dampness of habitable rooms.....	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
13. <input checked="" type="checkbox"/> Faulty weather protection.....	1001(h)1-4	17920.3(g)1-4
A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
14. <input checked="" type="checkbox"/> General dilapidation or improper maintenance.....	1001(b)13	17920.3(a)13
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
15. <input type="checkbox"/> Fire hazard.....	1001(i)	17920.3(h)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
16. <input type="checkbox"/> Extensive fire damage.....		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
17. <input checked="" type="checkbox"/> Public and attractive nuisance - abandoned/vacant.....		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
18. <input type="checkbox"/> Improper occupancy.....	1001(n)	17920.3(n)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
19. <input type="checkbox"/> _____		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20. <input type="checkbox"/> _____		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

*** YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CU09-05465 Address APN: 934-040-022 EL PRADO RD (TEMECULA)

Date 7-23-09 Officer FARLEY #21 EXHIBIT NO. e³

285-025 (4/96) BROWN TWO-STORY (APPROX 450 SQUARE FEET) WOOD BUILT
Distribution: White-Case File; Canary-Property Owner; Pink-To Be Posted On Structure



Code Enforcement Department
County Of Riverside
Lake Elsinore District Office
117 S. Langstaff Street
Lake Elsinore, California 92530
(951) 245-3186 – Fax (951) 245-3205

John Boyd
DIRECTOR

AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV09-05465; CV09-05466

I, **Brett Farlow** , hereby declare:

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

County of Riverside
Code Enforcement Department
117 South Langstaff Street
Lake Elsinore, Ca, 92530

2. That on 07/23/09 at **1300 Hours.**, I securely and conspicuously posted a **(2) Notice of Violation RCC 15.16.020 (Sub-Standard Structure)**, **(2) Notice of Defects, Notice of Violation RCC 8.120 (accumulated Rubbish)**, and **(2) Danger Do-Not-Enter Signs** at the property described as:

Property Address: 1 Parcel South of 44225 El Prado Rd. Temecula

Assessor's Parcel Number: 934-040-022

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

Executed on 09/16/09 at Lake Elsinore, California.

CODE ENFORCEMENT DEPARTMENT

By: *RF*
Brett Farlow , Code Enforcement Officer



John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Lake Elsinore District Office
117 S. Langstaff Street
Lake Elsinore, California 92530
(951) 245-3186 – Fax (951) 245-3205

NOTICE OF VIOLATION

September 10, 2009

SEE ATTACHED NOTICE LIST

RE CASE NO.: CV09-05466

NOTICE IS HEREBY GIVEN that properties owned or controlled by you described as 1 PARCEL SOUTH OF 44225 EL PRADO ROAD, TEMECULA, California, Assessor's Parcel Number 934-040-022, are in violation of Riverside County Code Chapter 8.120 and constitutes a public nuisance. The subject properties are dangerous or injurious to the public because of the unauthorized accumulation of rubbish, trash and/or debris, specifically including but not limited to the following: VEGETATION WASTE, APPLIANCES, FURNITURE, HOUSEHOLD WASTE, ETC.

AS OWNER OF RECORD, you are required to abate the public nuisance by removal of all rubbish, trash, or debris from the subject properties within thirty (30) days of the date of this notice. ANY OTHER PARTY WITH INTEREST IN THE SUBJECT PROPERTY may thereafter abate the public nuisance within (15) days after expiration of the thirty (30) day period.

NOTICE IS HEREBY GIVEN THAT YOUR FAILURE TO COMPLY TO THIS NOTICE WILL RESULT IN FURTHER CIVIL, CRIMINAL OR ADMINISTRATIVE PROCEEDINGS FOR THE ABATEMENT OF THE PUBLIC NUISANCE AND COULD RESULT IN THE IMPOSITION OF A LIEN ON THE SUBJECT PROPERTIES FOR COSTS, INCLUDING ATTORNEYS' FEES, RELATED TO THE ENFORCEMENT OF THE ORDINANCES AND ABATEMENT OF THE VIOLATIVE CONDITIONS. A "NOTICE OF NONCOMPLIANCE" HAS BEEN RECORDED AGAINST THE SUBJECT PROPERTIES.

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 number 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the property. Additionally, should Code Enforcement abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

NOTICE IS ADDITIONALLY GIVEN that in accordance with § § 17274 and 24426.5 of the Revenue and Tax Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

CODE ENFORCEMENT DEPARTMENT

Brett Farlow, Code Enforcement Officer III

PROOF OF SERVICE BY MAIL

Case No. CV09-05466

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 117 S. Langstaff Street, Lake Elsinore, CA 92530

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 the 10 day of SEPTEMBER, 2009 I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION – ACCUMULATED RUBBISH, RCC 8.120.010

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:

SEE ATTACHED NOTICE LIST

The envelope was sealed and placed for collection and mailing at RIVERSIDE, 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 this 10 of SEPTEMBER, 2009 at RIVERSIDE, CALIFORNIA.


ANGIE SOLIS, CODE ENFORCEMENT AIDE

Article Number: 7008-0150-0000-5193-2119
7008-0150-0000-5193-2126
7008-0150-0000-5193-2133
7008-0150-0000-5193-2140

EXHIBIT NO. E6



John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Lake Elsinore District Office
117 S. Langstaff Street
Lake Elsinore, California 92530
(951) 245-3186 – Fax (951) 245-3205

NOTICE LIST / INTERESTED PARTIES

September 10, 2009

RE: Case No.: CV09-05466
APN No.: 934-040-022
Address: 1 PARCEL SOUTH OF 44225 EL PRADO ROAD, TEMECULA, CA

1. LAURA VILLES CAZ
1191 MAGNOLIA AVENUE NO D150
CORONA, CA 92879
2. RABOBANK, N.A.
LOAN DOCUMENTATION QUALITY CONTROL DEPARTMENT
POST OFFICE BOX 1845
EL CENTRO, CA 92244
3. CANDELARIO ACEVEDO
LAURA VILLES CAZ
1686 VIA PROVICIA CIRCLE
CORONA, CA 92881
4. STATE BOARD OF EQUALIZATION
POST OFFICE BOX 942879
SACRAMENTO, CA 94279-0055

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

LAURA VILLES CAZ
 1191 MAGNOLIA AVENUE NO D150
 CORONA, CA 92879
 CV09-05466 B.FARLOW

See reverse for instructions

6112 6415 0000 0510 9002


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:

LAURA VILLES CAZ
 1191 MAGNOLIA AVENUE NO D150
 CORONA, CA 92879
 CV09-05466 B.FARLOW

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent

B. Received by (Printed Name) Laura Villesc Addressee

C. Date of Delivery 2/19/04

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

2. Article Number 7008 0150 0000 5193 2119
 (Transfer from service label)

3. Insured Mail Express Mail Return Receipt for Merchandise

4. Restricted Delivery? (Extra Fee) Yes No

PS Form 3811, February 2004

Domestic Return Receipt

EXHIBIT NO. E3

County of Riverside
Code Enforcement Department
117 S. Langstaff
Lake Elsinore, CA 92530



7008 0150 0000 5193 2133



02 1M
0004277091 SEP 10 2009
MAILED FROM ZIP CODE 92504

\$05.54⁰

SEP 11 2009
1st Notice
2nd Notice
Return

CANDELARIO ACEVEDO
LAURA VILLES CAZ
1686 VIA PROVICIA CIRCLE

Net
11/6

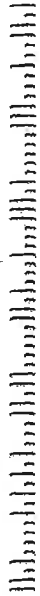
OCT 05 2009

NIXIE 927 SE 1 01 09/30/09

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 92530971917 *0904-12159-10-41

92530971917



7008 0150 0000 5193 2133

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Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			

CANDELARIO ACEVEDO
LAURA VILLES CAZ
1686 VIA PROVICIA CIRCLE
CORONA, CA 92881
CV09-05466 B.FARLOW

EXHIBIT NO.

Ca

9422 6675 0000 0510 9002

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Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

STATE BOARD OF EQUALIZATION
POST OFFICE BOX 942879
SACRAMENTO, CA 94279-0055
CV09-05466 B.FARLOW

PS Form 3800, August 2006 See Reverse for Instructions

9422 6675 0000 0510 9002

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Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

RABOBANK, N.A.
LOAN DOCUMENTATION QUALITY CONTROL DEPT.
POST OFFICE BOX 1845
EL CENTRO, CA 92244
CV09-05466 B.FARLOW

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:

RABOBANK, N.A.
LOAN DOCUMENTATION QUALITY CONTROL DEPT.
POST OFFICE BOX 1845
EL CENTRO, CA 92244
CV09-05466 B.FARLOW

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*

B. Received by (Printed Name) *see Velez* C. Date *09/11*

D. Is delivery address different from item 1? If YES, enter delivery address below:

4. Restricted Delivery? (Extra Fee) Yes

EXHIBIT NO. *E10*

2. Article Number
(Transfer from service label)
PS Form 3811, February 2004
7008 0150 0000 5193 2126
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:

STATE BOARD OF EQUALIZATION
POST OFFICE BOX 942879
SACRAMENTO, CA 94279-0055
CV09-05466 B.FARLOW

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*

B. Received by (Printed Name) *STATE BOARD OF EQUALIZATION* C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)
PS Form 3811, February 2004
7008 0150 0000 5193 2140
Domestic Return Receipt

102595-02-M-1540



Code Enforcement Department
County Of Riverside
Lake Elsinore District Office
117 S. Langstaff Street
Lake Elsinore, California 92530
(951) 245-3186 – Fax (951) 245-3205

John Boyd
DIRECTOR

September 10, 2009

SEE ATTACHED NOTICE LIST

NOTICE OF VIOLATION

Re: **Riverside County Abatement Case No.:** CV09-05465

Subject Property: 1 PARCEL SOUTH OF 44225 EL PRADO ROAD, TEMECULA; APN: 934-040-022

TO ALL OWNERS AND INTERESTED PARTIES OF THE ABOVE DESCRIBED SUBJECT PROPERTY

An inspection was made of the above referenced subject property on in response to complaints received by this office. The structure(s) were found to be substandard and a public nuisance in violation of Riverside County Code Section(s) 15.16, and as such was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects" which sets forth the conditions which render the building unsafe for human habitation.

THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects," or demolition and removal of the structure(s). **ALL PARTIES WITH INTEREST** in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) period.

NOTICE IS HEREBY GIVEN that failure to comply with this notice will result in further civil, criminal or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject properties for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a statement of expense associated with the abatement of such nuisance.

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 number 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the property. Additionally, should Code Enforcement abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

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

CODE ENFORCEMENT DEPARTMENT


Brett Farlow, Code Enforcement Officer

Enclosure: Notice of Defects (1)

NOV.20 – Code Enforcement 10.07

EXHIBIT NO. EU

PROOF OF SERVICE BY MAIL

Case No. CV09-05465

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 117 S. Langstaff Street, Lake Elsinore, CA 92530

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 the 10 day of SEPTEMBER, 2009 I served a copy of the papers to which this proof of service is attached, entitled:

- **NOTICE OF VIOLATION – SUBSTANDARD STRUCTURE, RCC 15.16.020.**
- **NOTICE OF DEFECTS (1)**

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:

SEE ATTACHED NOTICE LIST

The envelope was sealed and placed for collection and mailing at RIVERSIDE, 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 this 10 of SEPTEMBER, 2009 at RIVERSIDE, CALIFORNIA.


ANGIE SOLIS, CODE ENFORCEMENT AIDE

Article Number: 7008-0150-0000-5193-2157
7008-0150-0000-5193-2164
7008-0150-0000-5193-2171
7008-0150-0000-5193-2188

EXHIBIT NO. E13



John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Lake Elsinore District Office
117 S. Langstaff Street
Lake Elsinore, California 92530
(951) 245-3186 – Fax (951) 245-3205

NOTICE LIST / INTERESTED PARTIES

September 10, 2009

RE: Case No.: CV09-05465
APN No.: 934-040-022
Address: 1 PARCEL SOUTH OF 44225 EL PRADO ROAD, TEMECULA, CA

1. LAURA VILLES CAZ
1191 MAGNOLIA AVENUE NO D150
CORONA, CA 92879
2. RABOBANK, N.A.
LOAN DOCUMENTATION QUALITY CONTROL DEPARTMENT
POST OFFICE BOX 1845
EL CENTRO, CA 92244
3. CANDELARIO ACEVEDO
LAURA VILLES CAZ
1686 VIA PROVICIA CIRCLE
CORONA, CA 92881
4. STATE BOARD OF EQUALIZATION
POST OFFICE BOX 942879
SACRAMENTO, CA 94279-0055

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Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Postmark Here

LAURA VILLES CAZ
 1191 MAGNOLIA AVENUE NO D150
 CORONA, CA 92879
 CV09-05465 B.FARLOW

2512 6615 0000 0510 9002

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

Postmark Here

RABOBANK, N.A.
 LOAN DOCUMENTATION QUALITY CONTROL DEPT.
 POST OFFICE BOX 1845
 EL CENTRO, CA 92244
 CV09-05465 B.FARLOW

4912 6615 0000 0510 9002

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:

RABOBANK, N.A.
 LOAN DOCUMENTATION QUALITY CONTROL DEPT.
 POST OFFICE BOX 1845
 EL CENTRO, CA 92244
 CV09-05465 B.FARLOW

2. Article Number

(Transfer from service label)

7008 0150 0000 5193 2157

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*

B. Received by (Printed Name) *Laura Villescaz*

C. Date of Delivery *02/01/04*

D. Is delivery address different from item 1? If YES, enter delivery address below:

4. Restricted Delivery? (Extra Fee)

Insured Mail

Express Mail

Return Receipt for C.O.D.

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:

LAURA VILLES CAZ
 1191 MAGNOLIA AVENUE NO D150
 CORONA, CA 92879
 CV09-05465 B.FARLOW

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*

B. Received by (Printed Name) *Laura Villescaz*

C. Date of Delivery *02/01/04*

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Type

Registered Mail

Insured Mail

Express Mail

Return Receipt for Merchandise

C.O.D.

4. Restricted Delivery? (Extra Fee)

2. Article Number

(Transfer from service label)

7008 0150 0000 5193 2157

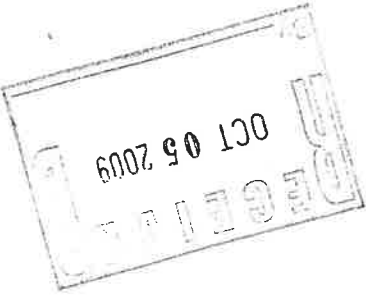
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. *519*

County of Riverside
 Code Enforcement Department
 117 S. Langstaff
 Lake Elsinore, CA 92530



CERTIFIED MAIL™



7008 0150 0000 5193 2171

*L/N
9/11*

CANDELARIO ACEVEDO
 LAURA VILLES CAZ

16

NIXIE

927 SE 1

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RETURN TO SENDER
 UNCLAIMED
 UNABLE TO FORWARD

BC: 92530371917

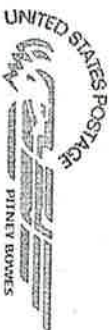
*0604-12285-10-41

1st Notice
 2nd Notice
 Return

SEP 11 2009



02 1M
 0004277091
 MAILED FROM ZIP CODE 92504
\$ 05.54⁰
 SEP 10 2009



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)			
CANDELARIO ACEVEDO LAURA VILLES CAZ 1686 VIA PROVICIA CIRCLE CORONA, CA 92881 CV09-05465 B.FARLOW			
PS Form 3800, August 2006		See Reverse for Instructions	

TLT2 E6T5 0000 05T0 9002

EXHIBIT NO. EL6

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

STATE BOARD OF EQUALIZATION
 POST OFFICE BOX 942879
 SACRAMENTO, CA 94279-0055
 CV09-05465 B.FARLOW

9972 6875 0000 0570 9007

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:

STATE BOARD OF EQUALIZATION
 POST OFFICE BOX 942879
 SACRAMENTO, CA 94279-0055
 CV09-05465 B.FARLOW

COMPLETE THIS SECTION ON DELIVERY

A. Signature _____

B. Received by (Printed Name) _____ C. Date _____

D. Is delivery address different from item 1? Yes No
 Sacramento, CA 94279-0055
 SEP 4 AM 7:26

Service Type

Certified Mail Express Mail

Registered Return Receipt for Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

2. Article Number 7008 0150 0000 5193 2188

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. **LB**

When recorded please mail to:
 Riverside County Code Enforcement
 117 S. Langstaff St.
 Lake Elsinore, CA 92530
 Mail Stop 5144

DOC # 2009-0423091

08/13 009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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NCHG CC						T:	CTY	UNI	062

NOTICE OF NONCOMPLIANCE

In the matter of the Property of
 LAURA VILLES CAZ

)

Case No. CV09-05465



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, (RCC Title 15.16.020) described as SUBSTANDARD STRUCTURE. Such Proceedings are based upon the noncompliance of such real property, located at 1 PARCEL SOUTH OF 44225 EL PRADO ROAD TEMECULA, CA, and more particularly described as Assessor's Parcel Number 934-040-022 and having a legal description of 9.67 ACRES M/L IN POR PARS 1 & 2 PM 174/093 PM 26572, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.16.020).

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 Code Enforcement Department, 117 South Langstaff Street, Lake Elsinore, CA 92530, Attention Code Enforcement Officer Brett Farlow.

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
 CODE ENFORCEMENT DEPARTMENT

By Britt Starkweather
 Britt Starkweather
 Code Enforcement Department

ACKNOWLEDGMENT

State of California)
 County of Riverside)

On 8/4/09 before me, Jamison D. Cole, Notary Public, personally appeared Britt Starkweather, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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.

Jamison D. Cole
 Commission # 1847804 Comm. Expires May. 7, 2013

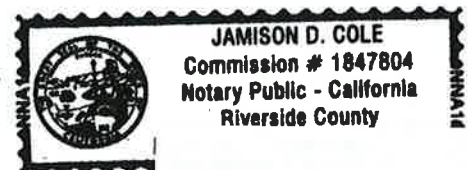


EXHIBIT NO. F

When recorded please mail to:
 Riverside County Code Enforcement Dept.
 (District 1 Office)
 117 South Langstaff Street
 Lake Elsinore, Ca 92530
 Mail Stop Number 5144

DOC # 009-0423093

08/13/2009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
/			/						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NCHG CC						T:	CTY	UNI	062

NOTICE OF NONCOMPLIANCE

In the matter of the Property of
 LAURA VILLES CAZ

)
)

Case No. CV09-05466



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.541, (RCC Title 8.120.010) described as ACCUMULATED RUBBISH. Such Proceedings are based upon the noncompliance of such real property, located at 1 PARCEL SOUTH OF 44225 EL PRADO ROAD, TEMECULA, CA, and more particularly described as Assessor's Parcel Number 934-040-022 and having a legal description of 9.67 ACRES M/L IN POR PARS 1 & 2 PM 174/093 PM 26572, Records of Riverside County, with the requirements of Ordinance No. 541 (RCC Title 8.120.010).

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 Code Enforcement Department, 117 S. Langstaff Street, Lake Elsinore, California, Attention Code Enforcement Officer Brett Farlow.

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
 CODE ENFORCEMENT DEPARTMENT

By Britt Starkweather
 Britt Starkweather
 Code Enforcement Department

ACKNOWLEDGMENT

State of California)
 County of Riverside)

On 8/4/09 before me, Jamison D. Cole, Notary Public, personally appeared Britt Starkweather, 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~~ his/her/their authorized capacity(ies), and that by ~~his~~ 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.
Jamison D Cole
 Commission # 1847804 Comm. Expires May 7, 2013

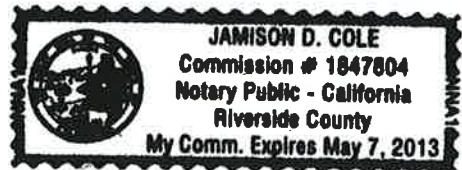


EXHIBIT NO. FR

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 14, 2010

NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE

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

Case No.: CV09-05465 & CV09-05466
APN: 934-040-022
Property: 1 Parcel South of 44225 El Prado Road, 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, 541 (RCC Title 15, 8) and 725 (RCC Title 1) to consider the abatement of the Substandard Structure and Accumulation of Rubbish located on the SUBJECT PROPERTY described as **1 Parcel South of 44225 El Prado Road, Temecula, Riverside County, California**, and more particularly described as Assessor's Parcel Number 934-040-022.

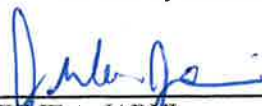
YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by removing the Substandard Structure and Accumulation of Rubbish from the real property.

SAID HEARING will be held on **Tuesday, February 23, 2010, 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 Britt Starkweather at (951) 245-3186 or the undersigned prior to the hearing. Please meet the undersigned and 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

EXHIBIT NO. 6

NOTICE LIST

Subject Property: 1 Parcel South of 44225 El Prado Road, Temecula
Case Nos.: CV 09-05465 and CV 09-05466; APN: 934-040-022; District 1

LAURA VILLES CAZ
1191 MAGNOLIA AVE., NO. D150
CORONA, CA 92879

RABOBANK, N.A.
PO BOX 1845
EL CENTRO, CA 92244

STATE BOARD OF EQUALIZATION
PO BOX 942879
SACRAMENTO, CA 94279

<p>1. Article Addressed to:</p> <p style="text-align: center;">LAURA VILLES CAZ 1191 MAGNOLIA AVE. NO D150 CORONA, CA. 92879 CV09-05465 * CV09-0546 * ABT * VILLES CAZ 3</p>	<p>SENDER: COMPLETE THIS SECTION</p> <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>2. Article Number <i>(Transfer from service label)</i></p> <p>PS Form 3811, February 2004</p>	<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>[Signature]</i></p> <p>C. Date of Delivery <i>1-15-10</i></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>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>
<p>7009 1680 0000 9025 2942</p> <p style="font-size: small;">102595-02-M-1540</p>	

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:

**RABOBANK, N.A.
P O BOX 1845
EL CENTRO, CA 92244
CV09-05465 * CV09-0546 * ABT * VILLES CAZ 3**

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Signature] Agent
 Addressee

B. Received by (Printed Name)
[Signature]

C. Date of Delivery
01/15/10

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)

7009 1680 0000 9025 2935

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540