

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

7208



FROM: County Counsel/TLMA  
Code Enforcement Department

SUBMITTAL DATE:  
May 6, 2010

SUBJECT: Abatement of Public Nuisance [Accumulation of Rubbish];  
Case No.: CV 09-01348; DOWNER  
Subject Property: 1 Parcel South East of 56498 Benton Way, Anza  
APN: 573-260-012  
District Three

RECOMMENDED MOTION: Move that:

- (1) The accumulation of rubbish on the real property located at 1 Parcel South East of 56498 Benton Way, Anza, Riverside County, California, APN: 573-260-012, 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.
- (2) Owner Jacqueline D. Downer, or whoever has possession and control of the subject real 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.

(Continued)

JULIE A. 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 ☐  
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley

Nays: None

Absent: None

Date: May 18, 2010

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

Kecia Harper-Ihem

Clerk of the Board

By:

Deputy

Prev. Agn. Ref.:

District: 3

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

9.3

- (3) If the owner or whoever has possession or control of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property, when necessary under applicable law, shall abate the accumulation of rubbish by removing and disposing of the same from the real property.
- (4) The reasonable cost of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
- (5) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance No. 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

**JUSTIFICATION:**

1. An initial inspection was made of the subject property by the Code Enforcement Officer on March 6, 2009.
2. The inspection revealed an accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The items included but were not limited to: wood, metal, used vehicle parts, household trash, tires, plastic and miscellaneous debris.
3. Subsequent follow up inspections of the above-described real property on May 18, 2009, July 2, 2009, August 10, 2009, October 26, 2009, January 22, 2010 and March 16, 2010, revealed that the property continued to be in violation of Riverside County Ordinance No. 541.
4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of excess outside storage and accumulated rubbish.

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1           5.       I am informed and believe and based thereon allege that on March 6, 2009, Officer Ryder  
2 conducted an initial inspection of THE PROPERTY. THE PROPERTY was open and accessible with no  
3 signs restricting his access. Officer Ryder knocked on the front door of the residence and was met with  
4 no answer. The officer observed accumulation of rubbish throughout THE PROPERTY consisting of but  
5 not limited to: wood, metal, used vehicle parts, household trash, tires, plastic and miscellaneous debris.  
6 Using the pacing method, he measured approximately two thousand five hundred (2,500) square feet of  
7 rubbish and he posted a Notice of Violation on THE PROPERTY.

8           6.       As a result of the accumulation of rubbish, THE PROPERTY constituted a public nuisance in  
9 violation of the provisions set forth in Riverside County Ordinance No. 541, as codified in Riverside  
10 County Code Title 8.120.

11          7.       A site plan and photographs of THE PROPERTY are attached hereto and incorporated  
12 herein by reference as Exhibit "D."

13          8.       True and correct copies of each Notice issued in this matter and other supporting  
14 documentation are attached hereto as Exhibit "E" and incorporated herein by reference.

15          9.       On March 10, 2009, a Notice of Violation was mailed to OWNER by certified mail with  
16 return receipt requested. On June 10, 2009, a Notice of Violation was mailed to OWNER and  
17 INTERESTED PARTIES by certified mail with return receipt requested.

18          10.       I am informed and believe and based thereon allege that on May 18, 2009 and July 2,  
19 2009, Officer Ryder conducted follow up inspections of THE PROPERTY. THE PROPERTY was open  
20 and accessible during each inspection and he observed the parcel was unchanged and remained in  
21 violation of Riverside County Ordinance No. 541.

22          11.       On August 10, 2009 and January 22, 2010, I went to THE PROPERTY to conduct follow  
23 up inspections. THE PROPERTY was open and accessible during each inspection and I observed the  
24 accumulated rubbish continued to remain on THE PROPERTY in violation of the provisions set forth in  
25 Riverside County Ordinance No. 541.

26          12.       Based upon my experience, knowledge and visual observations, it is my determination that  
27 the conditions on THE PROPERTY are dangerous to the neighboring property owners and the general  
28 public.

1           13.     A Notice of Noncompliance regarding the accumulation of rubbish was recorded in the  
2 Office of the Assessor, County Clerk & Recorder, County of Riverside, State of California, on May 29,  
3 2009, as Instrument Number 2009-0272140. A true and correct copy of the notice is attached hereto and  
4 incorporated herein by reference as Exhibit "F".

5           14.     On March 15, 2010 the second notice, "Notice to Abate Public Nuisance" providing  
6 notification of the Board of Supervisors' hearing scheduled for May 18, 2010, was mailed to OWNER  
7 and INTERESTED PARTIES by certified mail, return receipt requested and on March 16, 2010 was  
8 posted on THE PROPERTY. True and correct copies of the notice and supporting documentation are  
9 attached hereto as Exhibit "G" and incorporated herein by reference.

10          15.     A follow-up inspection on March 16, 2010 revealed that THE PROPERTY remains in  
11 violation.

12          16.     Removal of the accumulation of rubbish on THE PROPERTY is required to bring THE  
13 PROPERTY into compliance with Riverside County Ordinance No. 541 (RCC Chapter 8.120) and the  
14 Health and Safety Code. Under RCO No. 541, no amount of rubbish is allowed to accumulate on THE  
15 PROPERTY.

16          17.     The Board of Supervisors is requested to issue an Order to Abate the Nuisance described  
17 herein. Accordingly, the following findings and conclusions are recommended:

18               (a)     the accumulation of rubbish on THE PROPERTY to be deemed and declared a  
19 public nuisance;

20               (b)     the OWNER and person(s) in possession of THE PROPERTY be required to  
21 remove all accumulated rubbish within ninety (90) days of the date of the posting and mailing of the  
22 Board's Order to Abate Nuisance, in accordance with all Riverside County Ordinances, including but not  
23 limited to the provisions of County Ordinance No. 541;

24               (c)     in the event the rubbish is not removed and disposed of according to the above  
25 referenced ninety (90) day time period in strict accordance with all Riverside County Ordinances,  
26 including but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120), the rubbish shall  
27 be abated by representatives of the Riverside County Code Enforcement Department, a contractor or the  
28 Sheriff's Department; and

1 (d) reasonable costs of abatement, after notice and opportunity for hearing, shall be  
2 imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE  
3 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 541  
4 (RCC Title 8.120) and 725 (RCC Title 1).

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

7 Executed this 16<sup>th</sup> day of MARCH, 2010, at Riverside, California.

8  
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10   
11 JASON HEAGSTEDT  
12 Code Enforcement Officer  
13 Code Enforcement Department  
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EXHIBIT NO. **A**

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

Assessment #573260012-2		Parcel # 573260012-2	
Assessee:	DOWNER JACQUELINE D	Land	86,713
Mail Address:	P O BOX 390521	Structure	61,786
City, State Zip:	ANZA, CA 92539	Full Value	148,499
Real Property Use Code:	YS	Homeowners' Exemption	7,000
Base Year	1992	Total Net	141,499
Conveyance Number:	0213088		
Conveyance (mm/yy):	6/1990		
PUI:	Y010000		
TRA:	71-064		
Taxability Code:	0-00		
Assessment Description:	1991 FLEETWOOD SANDALWOOD		
ID Data:	Lot 7 MB 138/060 TR 18226		

[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. Ward*  
Assessor - County Clerk - Recorder  
County of Riverside, State of California  
JAN 26 2010  
Dated: \_\_\_\_\_

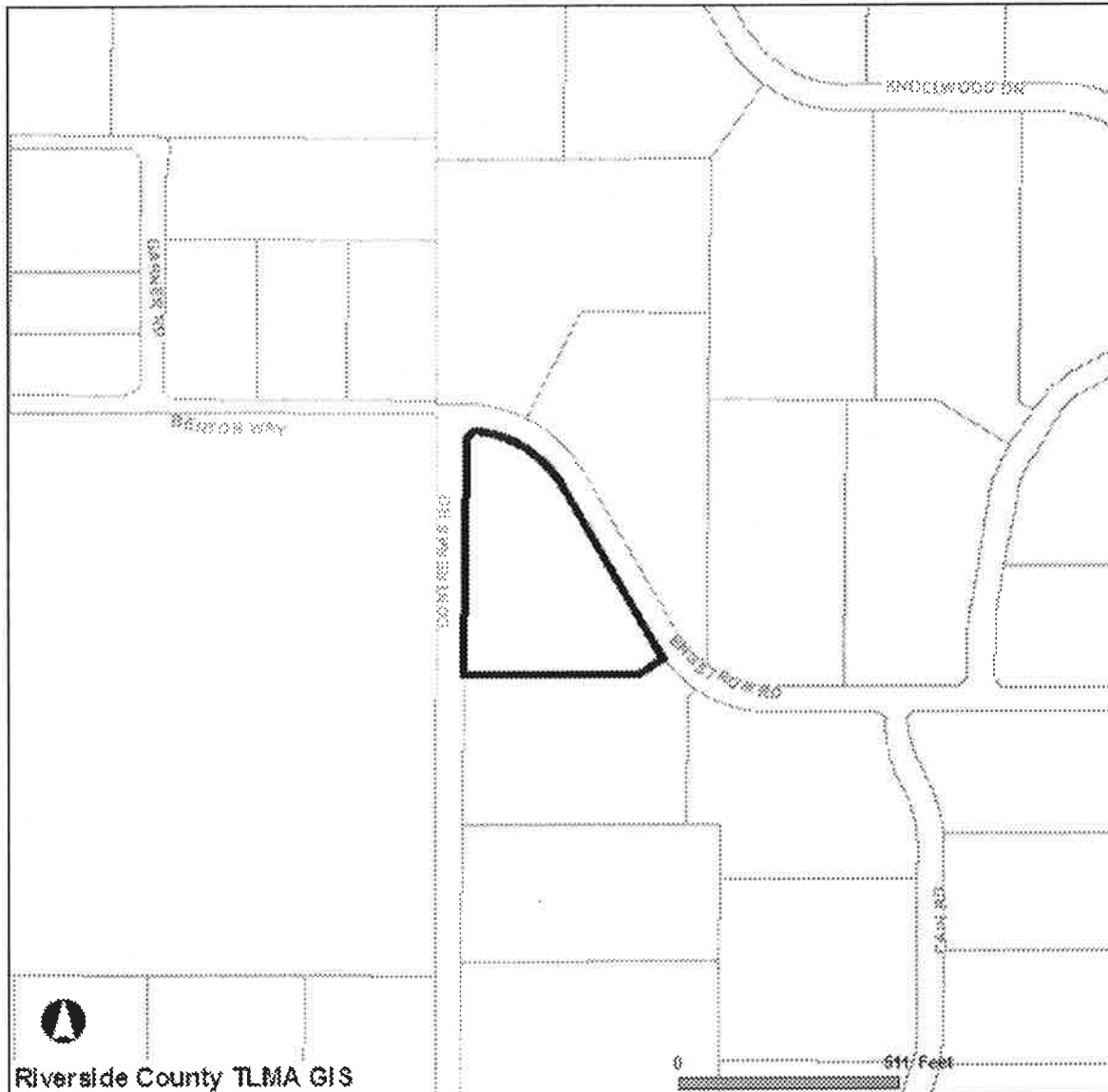


Certification must be in red to be a  
"CERTIFIED COPY"

EXHIBIT NO. B



## RIVERSIDE COUNTY GIS



**Selected parcel(s):**  
573-260-012

**\*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**

573-260-012-2

**OWNER NAME / ADDRESS**

JACQUELINE D DOWNER  
ADDRESS NOT AVAILABLE

**MAILING ADDRESS**

(SEE OWNER)  
P O BOX 390521  
ANZA CA. 92539

**EXHIBIT NO.** B2

**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: MB 138/60  
SUBDIVISION NAME: TR 18226  
LOT/PARCEL: 7, BLOCK: NOT AVAILABLE  
TRACT NUMBER: 18226

**LOT SIZE**

RECORDED LOT SIZE IS 4.49 ACRES

**PROPERTY CHARACTERISTICS**

NO PROPERTY DESCRIPTION AVAILABLE

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 934 GRID: J4

**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)**

JEFF STONE, DISTRICT 3

**TOWNSHIP/RANGE**

T7SR3E SEC 16

**ELEVATION RANGE**

3972/3988 FEET

**PREVIOUS APN**

573-260-005

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**PLANNING****LAND USE DESIGNATIONS**

Zoning not consistent with the General Plan.  
RC-EDR

**AREA PLAN (RCIP)**

REMAP

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

R-A-5 (CZ 4717)

**SPECIFIC PLANS**

NOT WITHIN A SPECIFIC PLAN

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**AGRICULTURAL PRESERVE**  
NOT IN AN AGRICULTURE PRESERVE

**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

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## **ENVIRONMENTAL**

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**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**  
NOT IN A CELL GROUP

**WRMSHCP CELL NUMBER**  
NOT IN A CELL

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

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## **FIRE**

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**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

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## **DEVELOPMENT FEES**

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**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)**  
NOT WITHIN THE WESTERN TUMF FEE AREA

**DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)**  
REMAP

**SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)**

NOT WITHIN A FEE AREA

**DEVELOPMENT AGREEMENTS**  
NOT IN A DEVELOPMENT AGREEMENT AREA

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## **TRANSPORTATION**

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

**ROAD BOOK PAGE**  
162A

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

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## **HYDROLOGY**

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**FLOOD PLAIN REVIEW**  
NOT REQUIRED.

**WATER DISTRICT**  
DATA NOT AVAILABLE

**FLOOD CONTROL DISTRICT**  
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

**WATERSHED**  
SANTA MARGARITA

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## **GEOLOGIC**

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**FAULT ZONE**  
NOT IN A FAULT ZONE

**FAULTS**  
NOT WITHIN A 1/2 MILE OF A FAULT

**LIQUEFACTION POTENTIAL**  
HIGH

**SUBSIDENCE**  
SUSCEPTIBLE

**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.

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## **MISCELLANEOUS**

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**SCHOOL DISTRICT**  
HEMET UNIFIED

**COMMUNITIES**  
ANZA

**COUNTY SERVICE AREA**

NOT IN A COUNTY SERVICE AREA.

**LIGHTING (ORD. 655)**

ZONE B, 17.87 MILES FROM MT. PALOMAR OBSERVATORY

**2000 CENSUS TRACT**

044402

**TAX RATE AREAS**

071-064

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- CSA 153
- ELS MURRIETA ANZA RESOURCE CONS
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 7
- GENERAL
- GENERAL PURPOSE
- HEMET UNIFIED SCHOOL
- MT SAN JACINTO JUNIOR COLLEGE
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- VALLEY HEALTH SYSTEM HOSP DIST

**SPECIAL NOTES**

NO SPECIAL NOTES

**CODE COMPLAINTS**

Case #	Description	Start Date
CV0901348	NEIGHBORHOOD ENFORCEMENT	Feb. 26, 2009

REPORT PRINTED ON...Mon Feb 01 08:11:47 2010



## INVOICE

**Order Number:** 20249

**Order Date:** 10/21/2009

**Customer Information:**

**Acct No.** 1044

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

**Attn:** Brent Steele  
**REF:** CV09-01348/Anna Vasquez  
**IN RE:** DOWNER, JACQUELINE D.

Product and/or Service ordered for Property known as:

**Vacant Land**

DESCRIPTION:	FEE:
Updated Lot Book	\$57.00
<b>TOTAL DUE:</b>	<b>\$57.00</b>

**Payment due upon receipt. Please remit to:**

RZ Title Services, Inc.  
P.O. Box 1193  
Whittier, CA 90609





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

## Updated Lot Book

**Customer:**

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street  
Riverside

CA 92501

Attn: Brent Steele

Reference: CV09-01348/Anna Vasquez

IN RE: DOWNER, JACQUELINE D.

Order Number: **20249**

Order Date: 10/21/2009

Dated as of: 10/21/2009

County Name: Riverside

FEE(s):

Report: \$57.00

Property Address: Vacant Land

CA

RZ Title Reporting Service hereby reports, as disclosed by the Official Records of the Recorder of said County as of the date shown above, that subsequent to the date of the original report that (i) No document in the chain of title to said land has been recorded purporting to convey the fee title to said land, and (ii) No encumbrances affecting said land have been recorded nor has a homestead been executed on said land, and (iii) No encumbrances affecting said land on the date of the original report have been released or reconveyed.

All exceptions are as follows:

Assessor's Parcel No. : 573-260-012-2

Assessments:	Land Value:	\$86,713.00
	Improvement Value:	\$61,786.00
	Exemption Value:	\$7,000.00
	Total Value:	\$141,499.00

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$774.53
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2009)
Second Installment	\$774.53
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Jacqueline D. Downer
Case No.	CV09-01348
Recorded	05/29/2009



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

Order Number: 20249

Reference: CV09-01348/Anna

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Document No.

2009-0272140

NO OTHER EXCEPTIONS

When recorded please mail to:  
Mail Stop# 5155  
Riverside County  
Code Enforcement Department  
39493 Los Alamos Rd.  
Murrieta, CA 92563

DOC # 2009-0272140

05/29/2009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

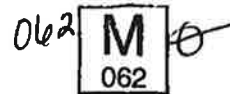


## NOTICE OF NONCOMPLIANCE

In the matter of the Property of

Case No.: CV09-01348

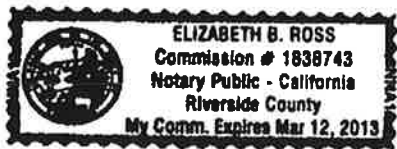
Jacqueline D. Downer



**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 EAST OF 56498 BENTON WAY, ANZA, CA, and more particularly described as Assessor's Parcel Number 573-260-012 and having a legal description of 4.49 ACRES IN LOT 7 MB 138/060 TR 18226. 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 violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 39493 Los Alamos Road, Murrieta, CA., Attention Code Enforcement Officer Roy Ryder (951) 600-6140.

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



COUNTY OF RIVERSIDE  
DEPARTMENT OF CODE ENFORCEMENT

By:

Mark Slocum  
Code Enforcement Department

## ACKNOWLEDGEMENT

State of California )  
County of Riverside )

On 05/20/09 before me, Elizabeth B. Ross, Notary Public, personally appeared Mark Slocum, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Commission # 1838743 Comm. Expires March 12, 2013

Public Record



## INVOICE

Order Number: 19194

Order Date: 5/20/2009

**Customer Information:**

Acct No. 1044

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

Attn: Brent Steele  
REF: CV09-01348 / Anna Vasques  
IN RE: DOWNER, JACQUELINE

Product and/or Service ordered for Property known as:

**Vacant Land**

DESCRIPTION:	FEE:
Lot Book Report	\$120.00
<b>TOTAL DUE:</b>	<b>\$120.00</b>

Payment due upon receipt. Please remit to:

RZ Title Services, Inc.  
P.O. Box 1193  
Whittier, CA 90609



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

## Lot Book Report

Order Number: **19194**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside CA 92501

Attn: Brent Steele

Reference: CV09-01348 / Anna Vasques

IN RE: DOWNER, JACQUELINE

Order Date: 5/20/2009

Dated as of: 5/21/2009

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: Vacant Land

CA

Assessor's Parcel No. : 573-260-012-2

**Assessments:**

Land Value:	\$85,013.00
Improvement Value:	\$60,575.00
Exemption Value:	\$7,000.00
Total Value:	\$138,588.00

## Tax Information

Property Taxes for the Fiscal Year	2008-2009
Total Annual Tax	\$1,537.80
Status: Paid through	06/30/2009

## Property Vesting

The last recorded document transferring title of said property

Dated 03/18/1990

Recorded 06/11/1990



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

Order Number: 19194  
Reference: CV09-01348 / Ann

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Document No.	213088
D.T.T.	\$51.70
Grantor	Roger Schaub and Renee Schaub, husband and wife
Grantee	Jacqueline D. Downer, a widow

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	06/20/1988
Recorded	07/12/1988
Document No.	192522
Amount	\$31,590.00
Trustor	Roger Schaub and Renee Schaub
Trustee	First American Title Insurance Company
Beneficiary	C.L.G., Inc.

Position No.	2nd
A Deed of Trust Dated	12/01/2001
Recorded	01/16/2002
Document No.	2002-028235
Amount	\$41,750.00
Trustor	Jacqueline D. Downer, single person
Trustee	Fidelity National Title Ins. Co.
Beneficiary	Wells Fargo Home Mortgage, Inc.

## Additional Information

Notice of Non-Compliance filed by	County of Riverside Department of Building and Safety
In the matter of the property of	Jacqueline Downer
Case No.	CV06-0002
Recorded	02/05/2007
Document No.	2007-0085368





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

Order Number: 19194

Reference: CV09-01348 / Ann

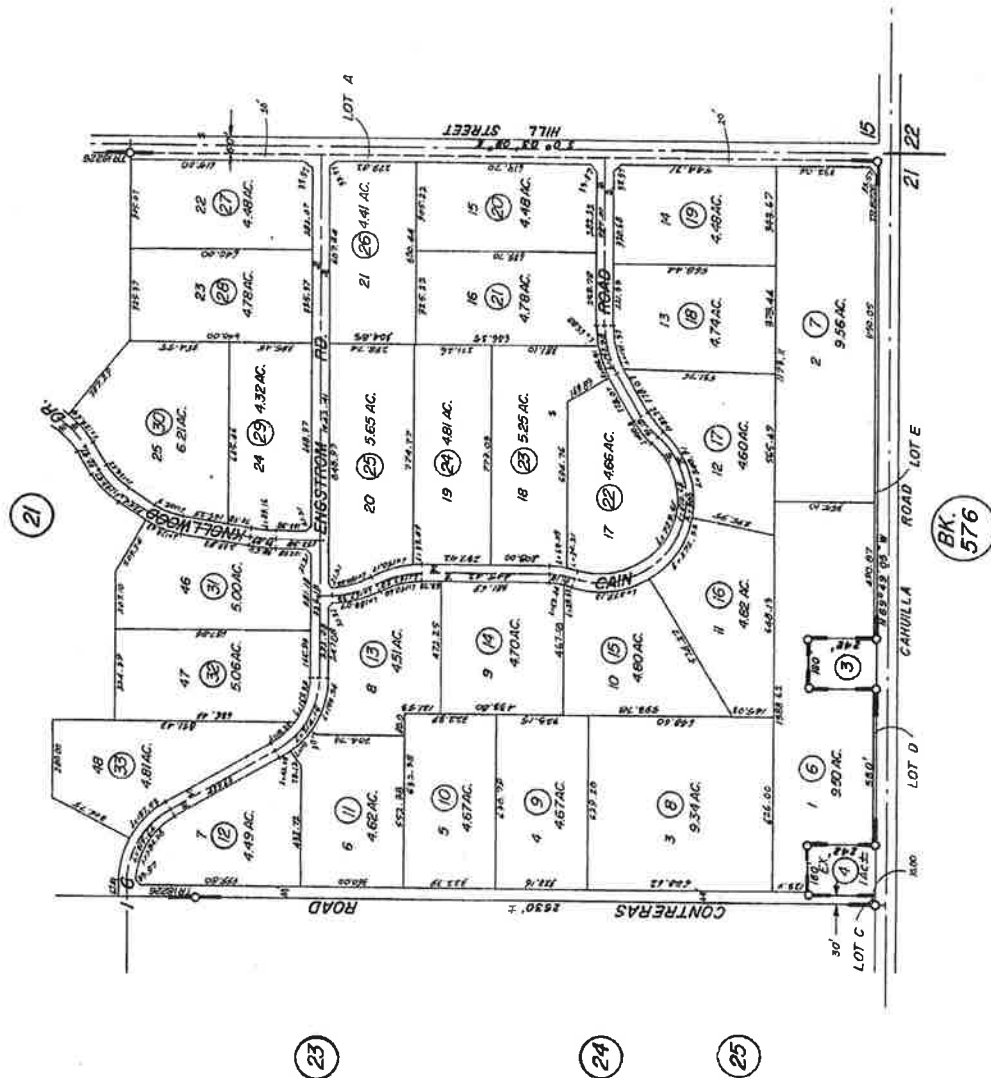
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## Legal Description

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

LOT 7 OF TRACT 18226, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 138, PAGES 60-69 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY.

SE 1/4 OF SEC. 16, T7S, R3E.



NOV. 1969

*M.B. 138/60 - 69 Tract No. 18226*

ASSESSOR'S MAP BK. 573 PG. 26.  
RIVERSIDE COUNTY, CALIF. *w/c*

[illegible]

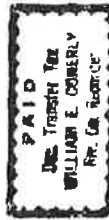
RECORDING REQUESTED BY

COURTESY ESCROW SERVICE

AND WHEN RECORDED MAIL THIS DEED AND,  
UNLESS OTHERWISE SHOWN BELOW, MAIL TAX  
STATEMENTS TO:

JACQUELINE D. DOWNER  
P.O. BOX 1533  
FALLBROOK, CA 92028

ESCROW NO. 1031-31-179-1-PLH  
TITLE ORDER NO. 1866982



RECEIVED FOR RECORD  
AT 8:30 O'CLOCK A.M.  
At Request of  
FIRST AMERICAN TITLE COMPANY  
OF RIVERSIDE

JUN 11 1990

Recorded in Official Records  
of Riverside County, California  
William E. Corley Jr.  
Recorder  
Fees \$ 5.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## GRANT DEED

The undersigned grantor(s) declares(s):

Documentary transfer tax is \$ 51.70

A.P.N.

( ) computed on full value of property conveyed, or

( X ) computed on full value less value of liens and encumbrances remaining at time of sale

( X ) Unincorporated area: ( ) City of , and

By this instrument dated THIRTEENTH DAY OF MARCH, 1990 , for a valuable consideration

ROGER SCHAUB AND RENEE SCHAUB, HUSBAND AND WIFE

hereby GRANTS to

JACQUELINE D. DOWNER, A WIDOW

the following described real property in the UNINCORPORATED AREA OF THE  
County of RIVERSIDE , State of California

LOT 7 OF TRACT 18226 AS SHOWN BY MAP ON FILE IN BOOK 138, PAGES 60-69 INCLUSIVE  
OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.  
APN: 573-260-012

STATE OF CALIFORNIA,  
COUNTY OF RIVERSIDE

On March 13, 1990 before me  
the undersigned, a Notary Public in and for said County and State,  
personally appeared

ROGER SCHAUB AND  
RENEE SCHAUB

*Roger Schaub*  
ROGER SCHAUB

*Renee Schaub*  
RENEE SCHAUB

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.

WITNESS my hand and official seal

*Frank De Martino*



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE. IF NO PARTY IS SHOWN, MAIL AS DIRECTED ABOVE.

June 11, 1990

Order No. 1701507  
Escrow No. 2608  
Loan No.

WHEN RECORDED MAIL TO:

C.L.G., INC.  
P.O. Drawer M  
Ana, CA 92306

APN #573-260-012-2

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK P.M.

JUL 12 1988

Whittier & Schaub  
Recorder  
Page 5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(SHORT FORM)

This DEED OF TRUST, made June 20, 1988

ROGER SCHAU and RENEE SCHAU

whose address is 10930 Groverdale Drive, Whittier, CA 90603  
(Number and Street) (City) (State)

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and  
C.L.G., Inc.

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the  
County of Riverside, State of California, described as:

Lot 7 of Tract No. 18226 as shown by map on file in Book 138,  
Pages 60 through 69, inclusive, of Maps, Records of Riverside  
County, California.

Together with the rents, issues and profits thereof, subject, however, to the right power and authority heretofore given to and conferred upon Beneficiary to  
collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$31,590.00 with interest thereon according to the terms of a promissory note or  
notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each  
agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to  
Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes with and all of the agreements,  
and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each  
and all of the terms and provisions set forth in subdivision B of the fiduciary deed of trust recorded in Orange County August 17, 1984, and in all other  
county August 18, 1984, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located,  
noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	King	338	713	Placer	1028	379	Sierra	38	127
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	508	762
Amador	133	438	Lassen	193	357	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madura	911	134	San Benito	300	405	Stanislaus	1970	56
Calusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	683	680
Contra Costa	4884	1	Mariposa	90	433	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2455	283	Trinity	108	593
El Dorado	704	635	Merced	1660	752	San Luis Obispo	1311	127	Yuba	2530	108
Fresno	5032	623	Modoc	191	93	San Mateo	4778	175			
Glen	489	76	Monro	89	302	Santa Barbara	2063	861	Ventura	2407	237
Humboldt	801	83	Monterey	387	230	Santa Clara	6636	664	Yolo	749	16
Imperial	1189	781	Napa	704	743	Santa Cruz	1638	697	Yuba	398	693
Inyo	181	672	Nevada	362	94	Shasta	800	633			
Kern	3736	690	Orange	7182	18	San Diego	SERIES 5	Book 1964, Page 145774			

shall there to and bind the parties hereto, with respect to the property above described, said agreements, terms and provisions contained in said subdivisions  
A and B, identical in all counties, and printed on the reverse side hereof are by the within reference thereto, incorporated herein and made a part of this Deed  
of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided  
the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address heretofore set forth.

STATE OF CALIFORNIA  
COUNTY OF Riverside  
On 4<sup>th</sup> day of July 1988

before me, the undersigned, a Notary Public in and for said State, per-  
sonally appeared Roger Schaub and  
Renee Schaub

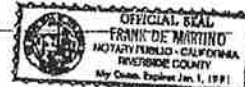
personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed  
the same.

WITNESS my hand and official seal.

Signature Frank De Martino

Roger Schaub  
ROGER SCHAU

Renee Schaub  
RENEE SCHAU



1188

DOC # 2002-028235

01/16/2002 05:00A Fee:53.00

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Recorded in Official Records  
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



Recording Requested By:  
WELLS FARGO HOME MORTGAGE, INC.

When recorded return to:  
Custom Recording Solutions  
2550 North Red Hill Ave.  
Santa Ana, Ca. 92705  
(800) 756-3524 x5011

321233

Prepared By:  
WELLS FARGO HOME MORTGAGE, INC.

9021 MERIDIAN WAY,, WEST  
CHESTER, OH 450690000 [Space Above This L

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A	R	L				COPY	LONG	REFUND	NCHG	EXAM

APN# 573-260-012

## DEED OF TRUST



### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **DECEMBER, 01 2001** together with all Riders to this document.

(B) "Borrower" is **JACQUELINE D DOWNER, A SINGLE PERSON**

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is **WELLS FARGO HOME MORTGAGE, INC.**

Lender is a **CORPORATION**  
organized and existing under the laws of **THE STATE OF CALIFORNIA**  
**9650775**

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

VMP -S(CA) (0005)

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Initials: *JDO*

VMP MORTGAGE FORMS - (800)521-7291



Public Record

Lender's address is P.O. BOX 5137, DES MOINES, IA 503065137

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is FIDELITY NATIONAL TITLE INS CO  
2100 S.E. MAIN, SUITE 400, IRVINE, CA 92714

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 01, 2001

The Note states that Borrower owes Lender FORTY ONE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars

(U.S. \$ \*\*\*\*\*41,750.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2031

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

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

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

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

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

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Initials *AB*

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Public Record



to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of RIVERSIDE ;

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

**\*\*SEE ATTACHED**

**TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 5137, DES MOINES, IA 503065137**

Parcel ID Number:  
**38500 CONTRERAS ROAD**  
**ANZA**  
("Property Address"):

which currently has the address of  
[Street]  
[City], California **92539** [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

_____	 JACQUELINE D DOWNER (Seal) -Borrower
_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower



State of California  
County of RIVERSIDE

} ss.

On 12-10-01

before me, LORRAINE AIKEN

personally appeared

JACQUELINE D DOWNER

, 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.

 (Seal)



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## LEGAL DESCRIPTION OF PROPERTY

Borrower Name: JACQUELINE D DOWNER  
Property Address: 38500 CONTRERAS ROAD  
ANZA, CA 92539

Loan Number: 9650775  
Date: 12/01/01

Property Description:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE UNINCORPORATED AREA  
FO THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA LOT 7 OF  
TRACT 18226 AS SHOWN BY MAP ON FILE IN BOOK 138, PAGES 60-69  
INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

VMP 4034 (9901).01

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When recorded please mail to:  
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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



①  
023

### NOTICE OF NONCOMPLIANCE



In the matter of the Property of )

Case No.: CV06-0002

Jacqueline Downer )

**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. 348, (RCC Title 8.120) described as Accumulated Rubbish. Such proceedings are based upon the noncompliance of such real property, located at One Parcel North of 38500 Contreras Road, Anza, CA and more particularly described as Assessment Parcel No. 573-260-012 and having a legal description of MB 138/60, TR 18226, LOT 7 with the requirements of Ordinance No. 348, (RCC Title 8.120).

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

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

COUNTY OF RIVERSIDE  
DEPARTMENT OF BUILDING AND SAFETY

By: Brian Black

Brian Black  
Code Enforcement Division

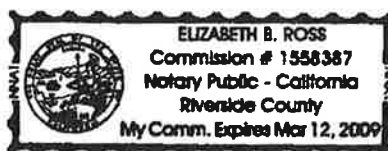
### ACKNOWLEDGMENT

State of California)  
County of Riverside)

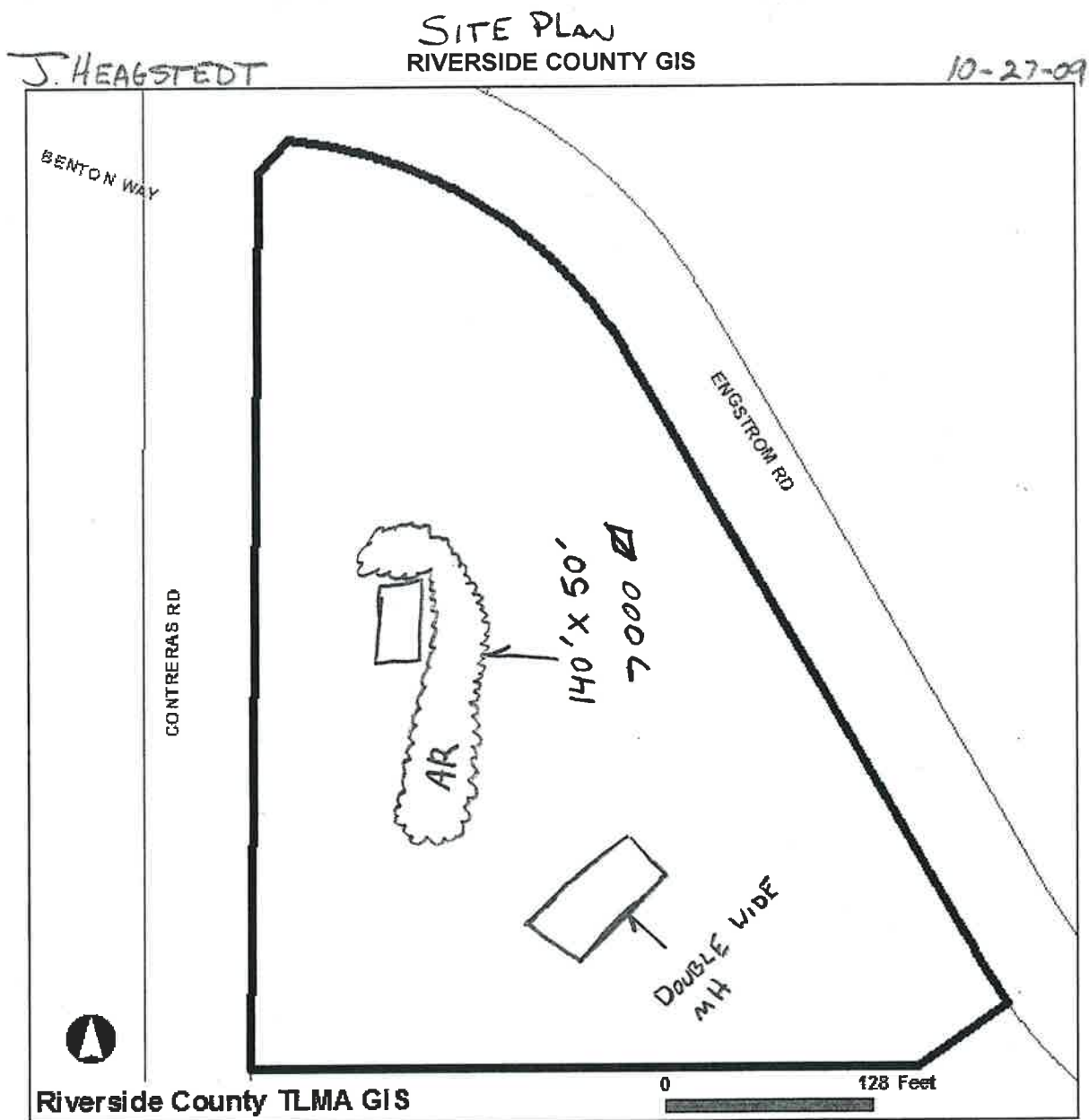
On 01/25/07 before me, Elizabeth B. Ross, Notary Public, personally appeared Brian Black, personally known to me (or approved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his 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.

Elizabeth B. Ross



Public Record



Selected parcel(s):  
573-260-012

**\*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.

REPORT PRINTED ON...Tue Oct 27 07:30:59 2009

# PHOTOGRAPHIC EVIDENCE

TAKEN BY: RRyder

CASE # 09 01348

DATE: 030609

LOCATION: Parcel South East of 56498 Benton Way Anza

573.260.012



PHOTO # 1 NOTES: AR – on Property – 50' X 50'



PHOTO # 2 NOTES: AR – metal, plastic, trash, parts

EXHIBIT NO. D2



*Photographs*

Violation remains. JHeagstedt



Violation remains. JHeagstedt



Violation remains. JHeagstedt



Violation remains. JHeagstedt



Violation remains. JHeagstedt



Violation remains. JHeagstedt

EXHIBIT NO. D3



Violation remains. JHeagstedt



Violation remains. JHeagstedt



Violation remains. JHeagstedt



# PHOTOGRAPHIC EVIDENCE

TAKEN BY: RRyder

CASE # 09 01348

DATE: 030609

LOCATION: Parcel South East of 56498 Benton Way Anza

573.260.012



**PHOTO # 1** NOTES: AR – metal, plastic, trash



**PHOTO # 2** NOTES: AR – metal, plastic, trash

EXHIBIT NO. DS

# PHOTOGRAPHIC EVIDENCE

TAKEN BY: RRyder

CASE # 09 01348

DATE: 030609

LOCATION: Parcel South East of 56498 Benton Way Anza

573.260.012



PHOTO # 1 NOTES: AR – metal, plastic, trash, parts



PHOTO # 2 NOTES: AR – metal, plastic, trash in the boat

EXHIBIT NO.

DU



# PHOTOGRAPHIC EVIDENCE

TAKEN BY: RRyder

CASE # 09 01348

DATE: 051809

LOCATION: 1 Parcel South East of 56498 Benton Way Anza

573.260.012



PHOTO # 1 NOTES: AR – Remains on the property



PHOTO # 2 NOTES: AR – Remains on the property

EXHIBIT NO.

01



# PHOTOGRAPHIC EVIDENCE

TAKEN BY: RRyder

CASE # 09 01348

DATE: 051809

LOCATION: 1 Parcel South East of 56498 Benton Way Anza

573.260.012



PHOTO # 3 NOTES: AR – Remains on the property



PHOTO # 4 NOTES: AR – Remains on the property

EXHIBIT NO. TD8



# PHOTOGRAPHIC EVIDENCE

TAKEN BY: RRyder

CASE # 09 01348

DATE: 051809

LOCATION: 1 Parcel South East of 56498 Benton Way Anza

573.260.012



PHOTO # 5 NOTES: AR – Remains on the property



PHOTO # 6 NOTES: AR – Remains on the property

EXHIBIT NO. \_\_\_\_\_

*DR*

# **PHOTOGRAPHIC EVIDENCE**

**TAKEN BY:** RRyder

**CASE #** 09 01348

**DATE:** 070209

**Location:** 1 Parcel South/East of 56498 Benton Way Anza

573.260.012



**PHOTO # 1** NOTES: AR / EOS – Remain on the property



**PHOTO # 2** NOTES: AR / EOS – Remain on the property

**EXHIBIT NO.**

D10



# **PHOTOGRAPHIC EVIDENCE**

**TAKEN BY:** RRyder

**CASE #** 09 01348

**DATE:** 070209

**Location:** 1 Parcel South/East of 56498 Benton Way Anza

573.260.012



**PHOTO # 3** NOTES: AR / EOS – Remain on the property



**PHOTO # 4** NOTES: AR / EOS – Remain on the property

**EXHIBIT NO.** D11

## PHOTOGRAPHIC EVIDENCE

TAKEN BY: JHeagstedt

CASE # CV09-01348

DATE: 8/10/09

LOCATION: 1 Parcel s/e of 56498 Benton Way



**PHOTO # 1**

NOTES: AR remains, unchanged.



**PHOTO # 2**

NOTES:

EXHIBIT NO. D12



## PHOTOGRAPHIC EVIDENCE

TAKEN BY: JHeagstedt

CASE # CV09-01348

DATE: 8/10/09

LOCATION: 1 Parcel s/e of 56498 Benton Way



**PHOTO # 3**

NOTES:

**PHOTO #**

NOTES:

**EXHIBIT NO.** D13



COUNTY OF RIVERSIDE  
COLLEGE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 09-01348

THE PROPERTY AT: Parcel S/E of 56498 Benton Way APN#: 573-260 012

WAS INSPECTED BY OFFICER: Ryder ID#: 114 ON 03/04/04 AT 1210 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 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"/>		
			<input type="radio"/>		

COMMENTS:

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 04/06/04. 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 \$104- 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.

☒ POSTED

WHITE: VIOLATOR

GREEN: CASE FILE

YELLOW: POSTING



JOHN BOYD  
DIRECTOR

CODE ENFORCEMENT DEPARTMENT  
**COUNTY OF RIVERSIDE**

4080 LEMON STREET, 12TH FLOOR  
RIVERSIDE, CALIFORNIA 92501  
(951) 955-2004 • FAX (951) 955-8680

STEVE BLOOMQUIST  
GREG FLANNERY  
NEIL LINGLE  
JAMES P. MONROE  
TRACEY TOWNER  
DIVISION MANAGERS

---

## AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV 09 01348

I, Roy Ryder the undersigned, hereby declare:

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

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

That on **030609** at time **1210 pm**, I securely and conspicuously posted a **Notice Of Violation for R.C.C. 8.120.010 Accumulated Rubbish.** at the property described as:

**Property Address: Parcel South East of 56498 Benton Way. Anza.**  
**Assessor's Parcel Number: 573-260-012**

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

Executed on 030909 at Murrieta, California.

CODE ENFORCEMENT DEPARTMENT

By: \_\_\_\_\_

Roy Ryder, Code Enforcement Officer II

EXHIBIT NO. \_\_\_\_\_

E2





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

March 10, 2009

Jacqueline D. Downer  
Po Box 390521  
Anza, CA 92539

RE CASE NO.: CV09-01348

**NOTICE IS HEREBY GIVEN** that properties owned or controlled by you described as Parcel South East of 56498 Benton Way, Anza, California, Assessor's Parcel Number 573-260-012, is 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

Michl Ch for  
Roy Ryder, Code Enforcement Officer

**PROOF OF SERVICE BY MAIL**  
**Case No. CV09-01348**

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 39493 Los Alamos Road, Murrieta, CA 92563.

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<sup>th</sup> day of March 2009, I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION  
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:

Jacqueline D. Downer  
Po Box 390521  
Anza, CA 92539

The envelope was sealed and placed for collection and mailing at MURRIETA, CALIFORNIA, on the same date following the ordinary business practices.

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

Executed this 10<sup>th</sup> of March, 2009 at MURRIETA, CALIFORNIA.

  
Elizabeth Ross, Code Enforcement Aide

Article Number: 70062760000005714270

EXHIBIT NO. E4

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature X <i>J. Downer</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <b>Jacqueline D. Downer</b> <b>Po Box 390521</b> <b>Anza, CA 92539</b> <b>CV09-01348 RR</b>		B. Received by (Printed Name) <i>Jacqueline Downer</i> C. Date of Delivery <i>3-18-09</i> D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
2. Article Number (Transfer from service label) <b>7006 2760 0000 0571 4270</b>		3. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	
PS Form 3811, August 2001		Domestic Return Receipt 102595-02-M-1540	

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Jacqueline D. Downer</b> <b>Po Box 390521</b> <b>Anza, CA 92539</b> <b>CV09-01348 RR</b>	

EXHIBIT NO. E5



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

June 10, 2009

See attached: NOTICE LIST / INTERESTED PARTIES

RE CASE NO.: CV09-01348

**NOTICE IS HEREBY GIVEN** that properties owned or controlled by you described as Parcel South East of 56498 Benton Way, Anza, California, Assessor's Parcel Number 573-260-012, is 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

  
\_\_\_\_\_  
Roy Ryder, Code Enforcement Officer

**PROOF OF SERVICE BY MAIL**

**Case No: CV09-01348**

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 39493 Los Alamos Road, Ste A, Murrieta, CA.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on June 10, 2009, I served a copy of the papers to which this proof of service is attached, entitled:

**NOTICE OF VIOLATION (RCC 8.120.010)**

By depositing a copy thereof in an envelope for deposit in the United States Postal Service & Certified Mail, return receipt requested, and addressed as follows:

Address:

See attached: NOTICE LIST / INTERESTED PARTIES

The envelope was sealed and placed for collection and mailing at Murrieta, California, on the same date following the ordinary business practices.

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

Executed on June 10, 2009 at Murrieta District Office.

  
\_\_\_\_\_  
Anna Vasquez, Code Enforcement Aide

Article # 70062760000005737002  
70062760000005736999 - 70062760000005736982  
70062760000005736975 - 70062760000005736968  
70062760000005736951

**EXHIBIT NO. E7**



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE LIST / INTERESTED PARTIES**

**RE: Case No.:** 09 01348

**APN No.:** 573-260-012

**Address:** Parcel South/East of 56498 Benton Way Anza 92539

1. Jacqueline D. Downer  
P.O. Box 390521  
Anza, CA 92539
2. Jacqueline D. Downer  
P.O. Box 1533  
Fallbrook, CA 92028
3. C.L.C., Inc  
P.O. Drawer M  
Anza, CA 92306
4. Rodger Schaub, & Renee Schaub  
10930 Groverdale Dr.  
Whitter, CA 90603
5. Custom Recording Solitions  
2550 North Red Hill Ave.  
Santa Ana, CA 92705
6. Well Fargo Home Mortgage, Inc.  
9021 Meridian Way  
Chester, OH 45069

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

CERTIFIED MAIL™



7006 2760 0000 0573 7002



UNR

Rodger Schaub, & Renee Schaub  
10930 Groverdale Dr.  
Whitter, CA 90603

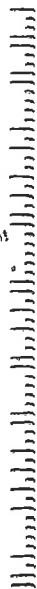
REC'D JUN 18 2009

NIXIE 908 SE 1 01 06/16/09

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 92563503993 \*0618-05471-18-23

-5060312827 0083  
925635039



7006 2760 0000 0573 7002

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

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OFFICIAL USE

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

Postmark  
Here

Rodger Schaub, & Renee Schaub  
10930 Groverdale Dr.  
Whitter, CA 90603  
CV09-01348 RR

PS Form 3800, August 2006

See Reverse for instructions

EXHIBIT NO. E9

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

1 **Well Fargo Home Mortgage, Inc.**  
**9021 Meridian Way**  
**Chester, OH 45069**  
**CV09-01348 RR**

PS Form 3800, August 2006 See Reverse for Instructions

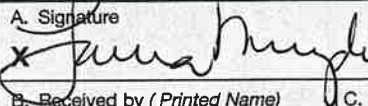
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature   <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <b>LAURA MURPHY</b></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes        If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><b>Well Fargo Home Mortgage, Inc.</b>  <b>9021 Meridian Way</b>  <b>Chester, OH 45069</b>  <b>CV09-01348 RR</b></p>	<p><b>REC'D JUN 18 2009</b></p> <p>Service Type  <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number        (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7006 2760 0000 0573 6999</p>	
<p>PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540</p>	

EXHIBIT NO.

E10



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

REC'D JUN 17 2009

C.L.C., Inc  
P.O. Drawer M  
Anza, CA 92306

CERTIFIED MAIL™



7006 2760 0000 0573 6982



NIXIE 921 SE 1 02 06/15/09

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 22562503999 \*1577-00070-15-22

92563-0590



7006 2760 0000 0573 6982

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	
Sent To C.L.C., Inc P.O. Drawer M Anza, CA 92306 CV09-01348 RR	
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	
PS Form 3800, August 2006	
See Reverse for Instructions	

EXHIBIT NO. 611

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

RECD JUN 22 2009

CERTIFIED MAIL™



7006 2760 0000 0573 6975



02 1M \$05.54<sup>0</sup>  
0004277091 JUN 11 2009  
MAILED FROM ZIP CODE 92504

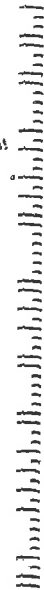
*not in this address*  
*6/13*  
Jacqueline D. Downer  
P.O. Box 1533  
Fallbrook, CA 92028

- ☐ MOVED LEFT NO ADDRESS  
☐ ATTEMPTED - NOT KNOWN  
☐ UNCLAIMED - NOT KNOWN  
☐ NO SUCH STREET  
☐ INSUFFICIENT ADDRESS  
☐ NOT DELIVERABLE AS  
ADDRESSED UNABLE TO FORWARD

NIXIE 921 5C 1 02 05/16/09

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 92555503999 \*1577-92174-16-20



9206021533 6975

7006 2760 0000 0573 6975

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endors.)	
Total \$	Jacqueline D. Downer P.O. Box 1533 Fallbrook, CA 92028 CV09-01348 RR
Sent To Street, A or PO B. City, Sta	
PS Form 3800, August 2006 See Reverse for Instructions	

EXHIBIT NO. E12

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at [www.usps.com](http://www.usps.com)  
**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total		

Sent to  
 Street, or PO  
 City, State, ZIP+4<sup>®</sup>

**Jacqueline D. Downer**  
**P.O. Box 390521**  
**Anza, CA 92539**  
**CV09-01348 RR**

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>J. Downer</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery <b>6/15/09</b></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes        If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><b>Jacqueline D. Downer</b>  <b>P.O. Box 390521</b>  <b>Anza, CA 92539</b>  <b>CV09-01348 RR</b></p>	<p><b>REC'D JUN 16 2009</b></p> <p>3. Service Type  <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number        (Transfer from service label)</p>	<p>7006 2760 0000 0573 6968</p>

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

EXHIBIT NO. E13

**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:

REC'D JUN 15 2009

**Custom Recording Solitions  
2550 North Red Hill Ave.  
Santa Ana, CA 92705  
CV09-01348 RR**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Victor Sajo*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

6/2/09

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

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)

7006 2760 0000 0573 6951

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-15

U.S. Postal Service<sup>TM</sup>

**CERTIFIED MAIL<sup>TM</sup> RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$

Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

Postmark  
Here

Tota

**Custom Recording Solitions**

Sent

**2550 North Red Hill Ave.**

Street

or PO

City, State

**Santa Ana, CA 92705**

**CV09-01348 RR**

PS Form 3800, August 2006

See Reverse for Instructions

7006 2760 0000 0573 6951

EXHIBIT NO. E14

When recorded please mail to:  
Mail Stop# 5155  
Riverside County  
Code Enforcement Department  
39493 Los Alamos Rd.  
Murrieta, CA 92563

DC # 2009-0272140

05/29/2009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

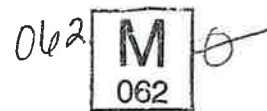


## NOTICE OF NONCOMPLIANCE

In the matter of the Property of

Jacqueline D. Downer

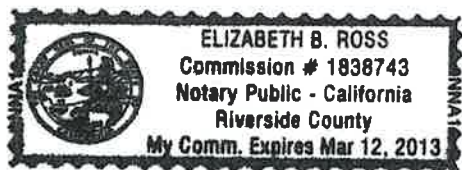
Case No.: CV09-01348



**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 EAST OF 56498 BENTON WAY, ANZA, CA, and more particularly described as Assessor's Parcel Number 573-260-012 and having a legal description of 4.49 ACRES IN LOT 7 MB 138/060 TR 18226. 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 violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 39493 Los Alamos Road, Murrieta, CA,; Attention Code Enforcement Officer Roy Ryder (951) 600-6140.

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



COUNTY OF RIVERSIDE  
DEPARTMENT OF CODE ENFORCEMENT

By:   
Mark Slocum  
Code Enforcement Department

## ACKNOWLEDGEMENT

State of California )  
County of Riverside )

On 05/20/09 before me, Elizabeth B. Ross, Notary Public, personally appeared Mark Slocum, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Commission # 1838743 Comm. Expires March 12, 2013

EXHIBIT NO. F

PAMELA J. WALLS  
County Counsel

Principal Deputy  
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE

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



March 15, 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.: CV 09-01348  
APN: 573-260-012; DOWNER  
Property: 1 Parcel S/E of 56498 Benton Way, Anza

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance No. 541 (RCC Title 8) and 725 (RCC Title 1) to consider the abatement of the accumulated rubbish located on the SUBJECT PROPERTY described as 1 Parcel S/E of 56498 Benton Way, Anza, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 573-260-012.

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 accumulated rubbish from the real property.

SAID HEARING will be held on **Tuesday, May 18, 2010, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1<sup>st</sup> 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 Hector Viray at 951-600-6140 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 1<sup>st</sup> 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 East of 56498 Benton Way, Anza  
Case No.: CV 09-01348 APN: 573-260-012 District 3

JACQUELINE D DOWNER  
PO BOX 390521  
ANZA, CA 92539

FIDELITY NATIONAL TITLE INSURANCE  
2100 S.E. MAIN, SUITE 400  
IRVINE, CA 92714

WELLS FARGO HOME MORTGAGE, INC.  
PO BOX 5137  
DES MOINES, IA 50306

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>J. DOWNER</u></p> <p>C. Date of Delivery</p>	
1. Article Addressed to:		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
JACQUELINE D DOWNER PO BOX 390521 ANZA, CA 92539		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
<u>CV09-01348 (Downer) ART 3</u>		7009 3410 0000 1317 5447	

PS Form 3811, February 2004 Domestic Return Receipt 102595-07 2-M-1540

EXHIBIT NO. 62



# NOTICE LIST

Subject Property: 1 Parcel South East of 56498 Benton W  
Case No.: CV 09-01348 APN: 573-260-012 District

Office of County Counsel  
3960 Orange Street, 5th Floor  
Riverside, CA 92501

Office of County Counsel  
3960 Orange Street, 5th Floor  
Riverside, CA 92501



7009 3410 0000 1317 5454

WELLS FARGO HOME MORTGAGE, INC.  
DES MOINES, IA 50306



NIXIE 503 5C 1 B4 03/22/10

NOT DELIVERABLE TO SENDER  
UNABLE TO FORWARD

BC: 92501364405 \*0795-00145-22-21

925013644



7009 3410 0000 1317 5454



FIDELITY NAT'L TITLE INS.  
2100 S.E. MAIN, SUITE 400  
IRVINE, CA 92714

NIXIE 517 3E 1 B5 03/19/10

NOT DELIVERABLE TO SENDER  
UNABLE TO FORWARD

BC: 92501364405 \*1608-02830-19-44

925013644

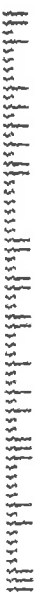


EXHIBIT NO.

63



**PROOF OF SERVICE**

Case No. CV 09-01348

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Brenda Peeler, 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, 5<sup>th</sup> Floor, Riverside, California 92501.

That on March 15, 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 March 15, 2010, at Riverside, California.

  
BRENDA PEELER

**EXHIBIT NO.** 6<sup>4</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

March 16, 2010

RE CASE NO: CV0901348

I, Ariana Meza, hereby declare:

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

That on 03/16/2010 at 11:13am, I securely and conspicuously posted Notice To Correct County Ordinance Violations and Abate Public Nuisance, Notice List and Proof of Service. at the property described as:


**Property Address:** 1 Parcel S/E of 56498 Benton Way, Anza

**Assessor's Parcel Number:** 573-260-012

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

Executed on March 16, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By:   
Ariana Meza, Code Enforcement Technician

**EXHIBIT NO.** 6<sup>5</sup>