

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

111B



**FROM:** County Counsel/TLMA  
Code Enforcement Department

**SUBMITTAL DATE:**  
September 1, 2010

**SUBJECT:** Abatement of Public Nuisance [Excess Outside Storage & Accumulation of Rubbish]  
Case Nos.: CV 08-06686 & CV 08-06688 (SMITH)  
Subject Property: 28281 Rostrata Avenue, Lake Elsinore APN: 347-150-079  
District Five

Departmental Concurrence

**RECOMMENDED MOTION:** Move that:

1. The excess outside storage of materials and accumulation of rubbish on the real property located at 28281 Rostrata Avenue, Lake Elsinore, Riverside County, California, APN: 347-150-079 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 (Riverside County Code Chapters 17.32 and 8.120).
2. Terrance T. Smith and Valarie McNeal Smith, the owners of the subject real property, be directed to abate the excess outside storage and accumulation of rubbish on the property by removing the same from the real property within ninety (90) days.

(Continued)

*L. Alexandra Fong*  
L. ALEXANDRA FONG, Deputy County Counsel  
for PAMELA J. WALLS, County Counsel

**FINANCIAL DATA**

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

**SOURCE OF FUNDS:**

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

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Tina Grande*  
Tina Grande

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, 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: November 30, 2010  
xc: Co. Co., CED, Prop. Owner, Sheriff

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.:

District: 5

Agenda Number:

9.3

3. If the owners of the real property do 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 or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the excess outside storage and accumulation of rubbish by removing and disposing of the same from the real property.
4. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
5. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the excess outside storage of materials and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 348 and 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 Officers on November 13, 2008.
2. The inspection revealed the excess outside storage of materials and an accumulation of rubbish on the subject property in violation of Riverside County Ordinance Nos. 348 and 541. The items included but were not limited to: scrap metal, tires, used construction materials, 55 gallon drums, plastic buckets, toys, crates, scrap wood, chain link fencing, shopping carts, rubber hose, chicken wire, piping, rebar, discarded water heaters, discarded refrigerators, rusted air conditioning units, rusted cement mixers and rusted tools.
3. Subsequent follow up inspections of the above-described real property on August 4, 2009, September 22, 2009, January 8, 2010, March 4, 2010, May 13, 2010 and July 15, 2010, revealed that the property continued to be in violation of Riverside County Ordinance Nos. 348 and 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.

BOARD OF SUPERVISORS  
PUBLIC HEARING

November 30, 2010  
(Continued 9.6 of 9/14/10)

AGENDA ITEM NO. 9.3

Supplemental Documents

Abatement of Public Nuisance  
28281 Rostrata Ave., Lake Elsinore  
Case Nos. CV 08-06686 & CV 08-06688

DISTRICT 5

2010-11-104214

PAMELA J. WALLS  
County Counsel

OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE



KATHERINE A. LIND  
Assistant County Counsel

3960 ORANGE STREET, FIFTH FLOOR  
RIVERSIDE, CA 92501-3674  
TELEPHONE: 951/955-6300  
FAX: 951/955-6322 & 951/955-6363

September 15, 2010

CONTINUED  
NOTICE TO CORRECT COUNTY ORDINANCE  
VIOLATIONS AND ABATE PUBLIC NUISANCE

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

Case Nos.: CV 08-06686 & CV 08-06688  
APN: 347-150-079; SMITH  
Property: 28281 Rostrata Ave., Lake Elsinore

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 348 & 541 (RCC Titles 17 & 8) and 725 (RCC Title 1) to consider the abatement of the excessive outside storage and accumulated rubbish located on the SUBJECT PROPERTY described as 28281 Rostrata Ave., Lake Elsinore, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 347-150-079.

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 excessive outside storage and accumulated rubbish from the real property.

SAID HEARING that was held on Tuesday, September 14, 2010, at 9:30 a.m. in the Board of Supervisors Room, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California **has been continued to Tuesday, November 30, 2010 at 9:30 a.m.** at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to this department, will be presented to the Board of Supervisors, for consideration and deliberation in this matter.

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

You are encouraged to contact the Supervising Code Enforcement Officer Mary Overholt at (951) 485-5840 or the undersigned prior to the hearing. Please meet the undersigned or Brian Black, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 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

  
L. ALEXANDRA FONG  
Deputy County Counsel

1  
2  
3 **PROOF OF SERVICE**

Case Nos. CV 08-06686 & CV 08-06688

4 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

8 That on September 15, 2010, I served the following document(s):

9  
10 **CONTINUED NOTICE TO CORRECT COUNTY ORDINANCE  
11 VIOLATIONS AND ABATE PUBLIC NUISANCE**

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

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

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

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

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

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

25 EXECUTED ON September 15, 2010, at Riverside, California.

26  
27  
28  
  
\_\_\_\_\_  
BRENDA PEELER

# NOTICE LIST

Subject Property: 28281 Rostrata Avenue, Lake Elsinore  
 Case Nos.: CV 08-06686 & CV 08-06688; APN: 347-150-079; District 5

TERRANCE T. SMITH  
 VALARIE MCNEAL SMITH  
 28281 ROSTRADO  
 LAKE ELSINORE, CA 92532

TERRANCE T. SMITH  
 VALARIE MCNEAL SMITH  
 28281 ROSTRATA  
 LAKE ELSINORE, CA 92532

BANK OF AMERICA, N.A.  
 C/O CUSTOM RECORDING SOLUTIONS  
 2550 N. REDHILL AVE.  
 SANTA ANA, CA 92705

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

7009 3410 0000 1317 8479

Domestic Return Receipt

102595-02-M-1540

1. Article Addressed to:  
 TERRANCE T SMITH  
 VALARIE MCNEAL SMITH  
 28281 ROSTRATA  
 LAKE ELSINORE CA 92532

- 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.

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent  
 Addressee  
 B. Received by (Printed Name) C. Date of Delivery  
 D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

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

4. Restricted Delivery? (Extra Fee)  Yes

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:

TERRANCE T SMITH  
 VALARIE MCNEAL SMITH  
 28281 ROSTRADO  
 LAKE ELSINORE CA 92532

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent  
 Addressee  
 B. Received by (Printed Name) C. Date of Delivery  
 D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
 (Transfer from service label)

7009 3410 0000 1317 8462

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

*CV 08-06686 & CV 08-06688 (SMITH) ABT 3*

# NOTICE LIST

Subject Property: 28281 Rostrata Avenue, Lake Elsinore  
Case Nos.: CV 08-06686 & CV 08-06688; APN: 347-150-079; District 5

TERRANCE T. SMITH  
VALARIE MCNEAL SMITH  
28281 ROSTRADO  
LAKE ELSINORE, CA 92532

TERRANCE T. SMITH  
VALARIE MCNEAL SMITH  
28281 ROSTRATA  
LAKE ELSINORE, CA 92532

BANK OF AMERICA, N.A.  
C/O CUSTOM RECORDING SOLUTIONS  
2550 N. REDHILL AVE.  
SANTA ANA, CA 92705

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

Domestic Return Receipt

102595-02-M-1540

1. Article Addressed to:  
TERRANCE T SMITH  
VALARIE MCNEAL SMITH  
28281 ROSTRATA  
LAKE ELSINORE CA 92532

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

4. Restricted Delivery? (Extra Fee)     Yes

7009 3410 0000 1317 8479

*CV 08-06686 & CV 06688 (SMITH) ART 3*

**SENDER: COMPLETE THIS SECTION**

**COMPLETE THIS SECTION ON DELIVERY**

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

A. Signature *X [Signature]*     Agent  
 Addressee

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

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

**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:  
  
TERRANCE T SMITH  
VALARIE MCNEAL SMITH  
28281 ROSTRADO  
LAKE ELSINORE CA 92532

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *X [Signature]*     Agent  
 Addressee

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

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

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

4. Restricted Delivery? (Extra Fee)     Yes

*CV 08-06686 & CV 06688 (SMITH) ART 3*

2. Article Number  
(Transfer from service label)    7009 3410 0000 1317 8462

# NOTICE LIST

Subject Property: 28281 Rostrata Avenue, Lake Elsinore  
 Case Nos.: CV 08-06686 & CV 08-06688; APN: 347-150-079; District 5

**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:

BANK OF AMERICA NA  
 C/O CUSTOM RECORING SOLUTIONS  
 2550 N REDHILL AVE  
 SANTA ANA CA 92705

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  
*[Handwritten Signature]*  Addressee
- B. Received by (Printed Name)  Date of Delivery  
*[Handwritten Name]* *[Handwritten Date]*
- D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Restricted Delivery? (Extra Fee)
- Express Mail
- Return Receipt for Merchandise
- C.O.D.
- Yes

2. Article Number

(Transfer from service label)

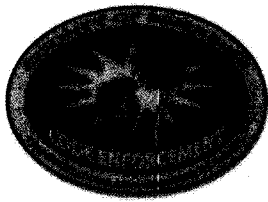
*08-06686 & 08-06688 (SHH) AS 3*  
 7009 3410 0000 1317 8486

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

GLENN BAUDE  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

September 21, 2010

RE CASE NO: CV0806686

I, James Pike, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 24318 Hemlock, Ave., Suite C-1, Moreno Valley, California 92557 .

That on 09/21/10 at 1050, I securely and conspicuously posted Continued Notice to Correct County Ordinance Violations and Abate Public Nuisance. at the property described as:

**Property Address:** 28281 ROSTRATA AVE, LAKE ELSINORE

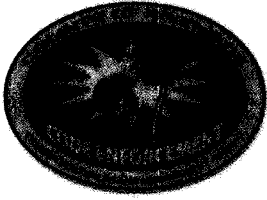
**Assessor's Parcel Number:** 347-150-079

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

Executed on September 21, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: James Pike, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**GLENN BAUDE**  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

September 21, 2010

RE CASE NO: CV0806688

I, James Pike, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 24318 Hemlock, Ave., Suite C-1, Moreno Valley, California 92557 .

That on 09/21/10 at 1050, I securely and conspicuously posted Continued Notice to Correct County Ordinance Violations and Abate Public Nuisance. at the property described as:

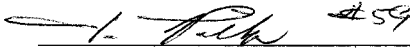
**Property Address:** 28281 ROSTRATA AVE, LAKE ELSINORE

**Assessor's Parcel Number:** 347-150-079

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

Executed on September 21, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

A handwritten signature in black ink, appearing to read "James Pike", with a small number "459" written to the right.

By: James Pike, Code Enforcement Officer

1 **BOARD OF SUPERVISORS**  
2 **COUNTY OF RIVERSIDE**

3 IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NOS. CV 08-06686 &  
4 [EXCESS OUTSIDE STORAGE AND ) CV 08-06688  
5 ACCUMULATED RUBBISH] APN: 347-150-079, )  
6 28281 ROSTRATA AVENUE, LAKE ELSINORE, )  
7 COUNTY OF RIVERSIDE, STATE OF )  
8 CALIFORNIA; TERRANCE T. SMITH AND )  
9 VALARIE MCNEAL SMITH, OWNERS. )  
10 ) [R.C.O. NO. 348, R.C.C. Chapter 17,  
11 ) R.C.O. NO. 541, R.C.C. Chapter 8.120]  
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1 I, James Pike, declare that the facts set forth below are personally known to me except to the  
2 extent that certain information is based on information and belief which I believe to be true, and if called  
3 as a witness, I could and would competently testify thereto under oath:

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

7 2. I am informed and believe and based thereon allege that on November 13, 2008, Senior  
8 Code Enforcement Officer Black and Code Enforcement Officers Lyon, Padilla, Morris, Arriola,  
9 Dietrich and Code Enforcement Technician Jurden conducted an initial inspection of the real property  
10 described as 28281 Rostrata Avenue, Lake Elsinore, Riverside County, California and further described  
11 as Assessor's Parcel Number 347-150-079 (hereinafter referred to as "THE PROPERTY"). A true and  
12 correct copy of a Thomas Brothers map indicating the location of THE PROPERTY is attached hereto  
13 as Exhibit "A."

14 3. A review of County records and documents disclosed that THE PROPERTY is owned by  
15 Terrance T. Smith and Valarie McNeal Smith (hereinafter referred to as "OWNERS"). A certified copy  
16 of the County Equalized Assessment Roll for the year 2009-2010 and a copy of the report generated  
17 from the County Geographic Information System ("GIS") is attached hereto and incorporated herein by  
18 reference as Exhibit "B." THE PROPERTY is located within the R-A (Rural Agricultural) zone  
19 classification. This zone classification allows outside storage on an improved parcel with the amount of  
20 storage to be two hundred (200) square feet for properties that are one acre or larger in size. THE  
21 PROPERTY is approximately 2.97 acres.

1           4.       Based upon the Lot Book Report issued by RZ Title Service on December 11, 2008 and  
2 updated on February 4, 2010, it is determined that another party potentially holds a legal interest in THE  
3 PROPERTY, to wit: Bank of America, N.A. True and correct copies of the Lot Book Reports are  
4 attached hereto as Exhibit "C" and are incorporated herein by reference.

5           5.       I am informed and believe and based thereon allege that on November 13, 2008, a Code  
6 Enforcement team consisting of Senior Code Enforcement Officer Black, Code Enforcement Officers  
7 Lyon, Padilla, Morris, Arriola, Dietrich and Code Enforcement Technician Jurden drove to THE  
8 PROPERTY to conduct an inspection. At THE PROPERTY, Officers Black and Dietrich made contact  
9 with OWNER who gave the team permission to inspect. Officer Dietrich observed excess outside  
10 storage and accumulated rubbish on THE PROPERTY. The outside storage of materials and  
11 accumulated rubbish were intermingled and consisted of but was not limited to: scrap metal, tires, used  
12 construction materials, 55 gallon drums, plastic buckets, toys, crates, scrap wood, chain link fencing,  
13 shopping carts, rubber hose, chicken wire, piping, rebar, discarded water heaters, discarded refrigerators,  
14 rusted air conditioning units, rusted cement mixers and rusted tools. Using a measuring wheel, Officer  
15 Arriola measured the area and determined the amount of outside storage of materials and accumulated  
16 rubbish to be thirty thousand (30,000) square feet.

17           6.       As a result of the excess outside storage of materials and accumulated rubbish, THE  
18 PROPERTY constituted a public nuisance in violation of the provisions set forth in Riverside County  
19 Ordinance ("RCO") No. 348 as codified in Riverside County Code ("RCC") Chapter 17.32 and RCO  
20 No. 541, as codified in RCC Chapter 8.120.

21           7.       On November 13, 2008, Notices of Violation for the excess outside storage of materials  
22 and accumulated rubbish were posted on THE PROPERTY.

23           8.       On December 10, 2008 and April 6, 2010, Notices of Violation were mailed to OWNERS  
24 and on April 6, 2010 were mail to INTERESTED PARTY by certified mail, return receipt requested.

25           9.       I am informed and believe and based thereon allege that on August 4, 2009, Officer  
26 Dietrich and Code Enforcement Aide Miller conducted a scheduled follow-up inspection. THE  
27 PROPERTY was open and accessible and Officer Dietrich attempted to make contact with OWNERS  
28

1 but was unsuccessful. He observed that THE PROPERTY remained in violation of RCO 348 (RCC  
2 Chapter 17.32) and 541 (RCC Chapter 8.120).

3 10. I am informed and believe and based thereon allege that on September 22, 2009, Officer  
4 Dietrich conducted a follow-up inspection of THE PROPERTY. He made contact with OWNER who  
5 granted him permission to inspect and observed that approximately half of the outside storage had been  
6 removed from THE PROPERTY.

7 11. I am informed and believe and based thereon allege that on January 8, 2010, Officer  
8 Dietrich conducted a follow-up inspection. THE PROPERTY was open and accessible and he observed  
9 that THE PROPERTY remained in violation.

10 12. On March 4, 2010 and May 13, 2010, I conducted follow up inspections of THE  
11 PROPERTY which revealed the excess outside storage and accumulated rubbish remained on THE  
12 PROPERTY in violation of RCO 348 (RCC Chapter 17.32) and 541 (RCC Chapter 8.120).

13 13. A site plan and photographs depicting the condition of THE PROPERTY during the  
14 above referenced inspections are attached hereto as Exhibit "D" and are incorporated herein by  
15 reference.

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

18 15. Based upon my experience, knowledge and visual observations, it is my determination  
19 that the conditions on THE PROPERTY are dangerous to the neighboring property owners and general  
20 public and OWNERS do not have legal authority or permission to store or accumulate the above  
21 described materials on THE PROPERTY.

22 16. A Notice of Non-Compliance was recorded in the Office of the County Recorder, County  
23 of Riverside, State of California, on September 3, 2009 as Instrument Number 2009-0462142, a true and  
24 correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F".

25 17. On July 15, 2010, I conducted a follow-up inspection on THE PROPERTY that revealed  
26 the excess outside storage and accumulated rubbish remained on THE PROPERTY in violation of RCO  
27 348 (RCC Chapter 17.32) and 541 (RCC Chapter 8.120).

28 ///

1           18.    On July 14, 2010, the second notice – “Notice to Correct County Ordinance Violations  
2 and Abate Public Nuisance” providing notification of the Board of Supervisors’ hearing scheduled for  
3 September 14, 2010, as required by Riverside County Ordinance No. 725, was mailed to OWNERS and  
4 INTERESTED PARTY by certified mail, return receipt requested and on July 15, 2010, was posted on  
5 THE PROPERTY. True and correct copies of the notice, returned receipt cards, together with the proof  
6 of service, and the affidavit of posting of notices are attached hereto as Exhibit “G” and incorporated  
7 herein by reference.

8           19.    The removal of all outside storage of materials in excess of two hundred (200) square feet  
9 and the removal of all accumulated rubbish currently on THE PROPERTY is required to bring THE  
10 PROPERTY into compliance with Riverside County Ordinance Nos. 348, 541 and the Health and Safety  
11 Code. Given the size of the parcel and the zoning classification, outside storage in excess of two  
12 hundred (200) square feet is not allowed on THE PROPERTY under RCO No. 348. Under RCO No.  
13 541, no amount of rubbish is allowed to be accumulated on THE PROPERTY.

14           20.    Accordingly, the following findings and conclusions are recommended:

15                   (a)    the outside storage of materials and accumulated rubbish on THE PROPERTY be  
16 deemed and declared a public nuisance; and

17                   (b)    the OWNERS or whoever have possession or control of THE PROPERTY be  
18 required to remove all outside storage of materials in excess of two hundred (200) square feet and all  
19 accumulated rubbish on THE PROPERTY in accordance with the provisions of RCO Nos. 348 and 541.

20                   (c)    that if the materials and rubbish are not removed and disposed of in strict  
21 accordance with all Riverside County Ordinances, including but not limited to Riverside County  
22 Ordinance Nos. 348 and 541, within ninety (90) days of the date of the Order to Abate Nuisance, the  
23 outside storage of materials and accumulated rubbish shall be abated and disposed of by representatives  
24 of the Riverside County Code Enforcement Department, a contractor or the Sheriff’s Department upon  
25 receipt of an owner’s consent or a Court Order when necessary under applicable law.

26    ///

27    ///

28    ///

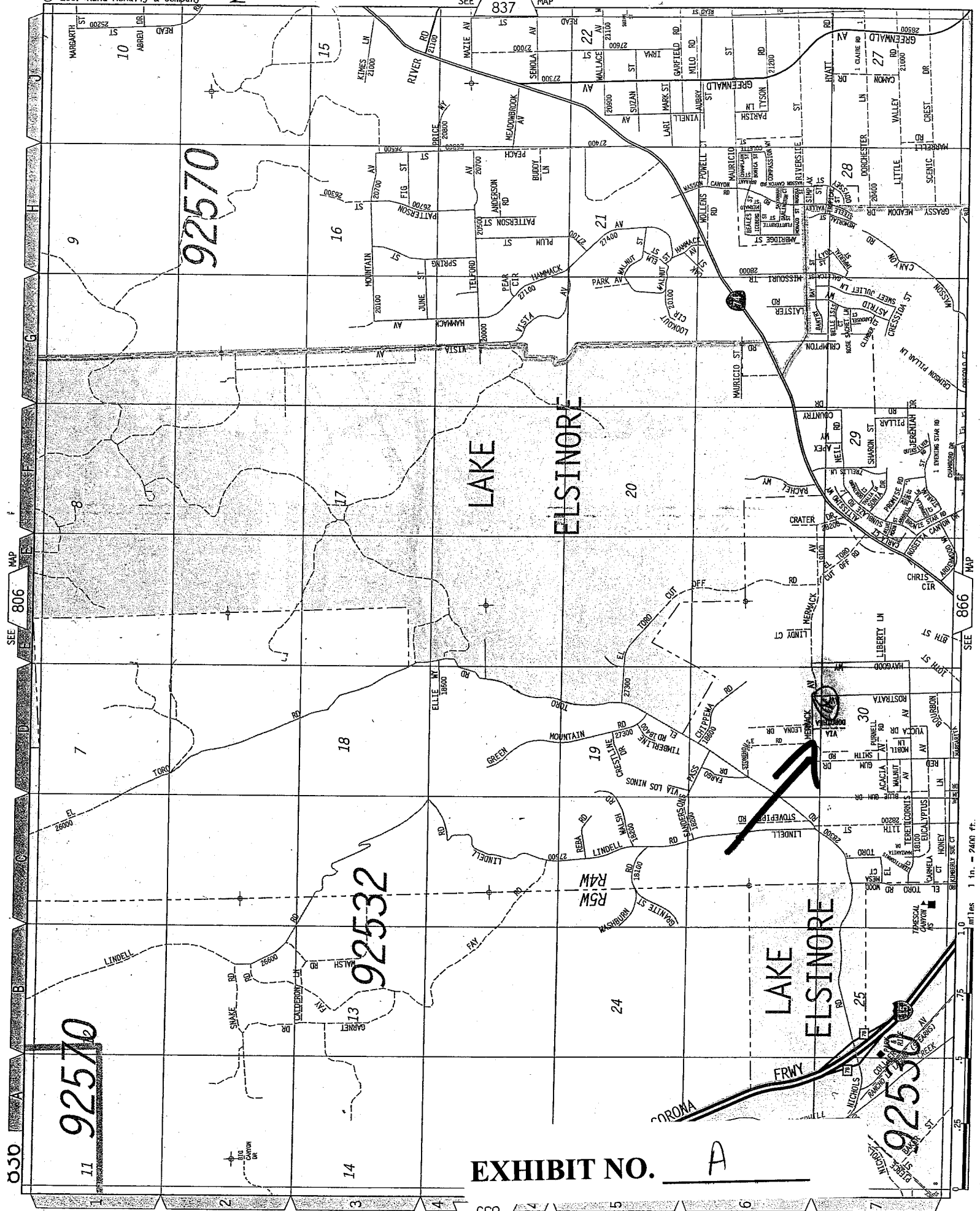
1 (d) that reasonable costs of abatement, after notice and opportunity for hearing, shall  
2 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE  
3 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 348  
4 and 725.

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 15<sup>th</sup> day of July, 2010 at Riverside, California.

8  #59

9 \_\_\_\_\_  
10 JAMES PIKE  
11 Code Enforcement Officer  
12 Code Enforcement Department  
13  
14  
15  
16  
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18  
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21  
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23  
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26  
27  
28



92570

92532

92570

92530

EXHIBIT NO. A

1 in. = 2400 ft.



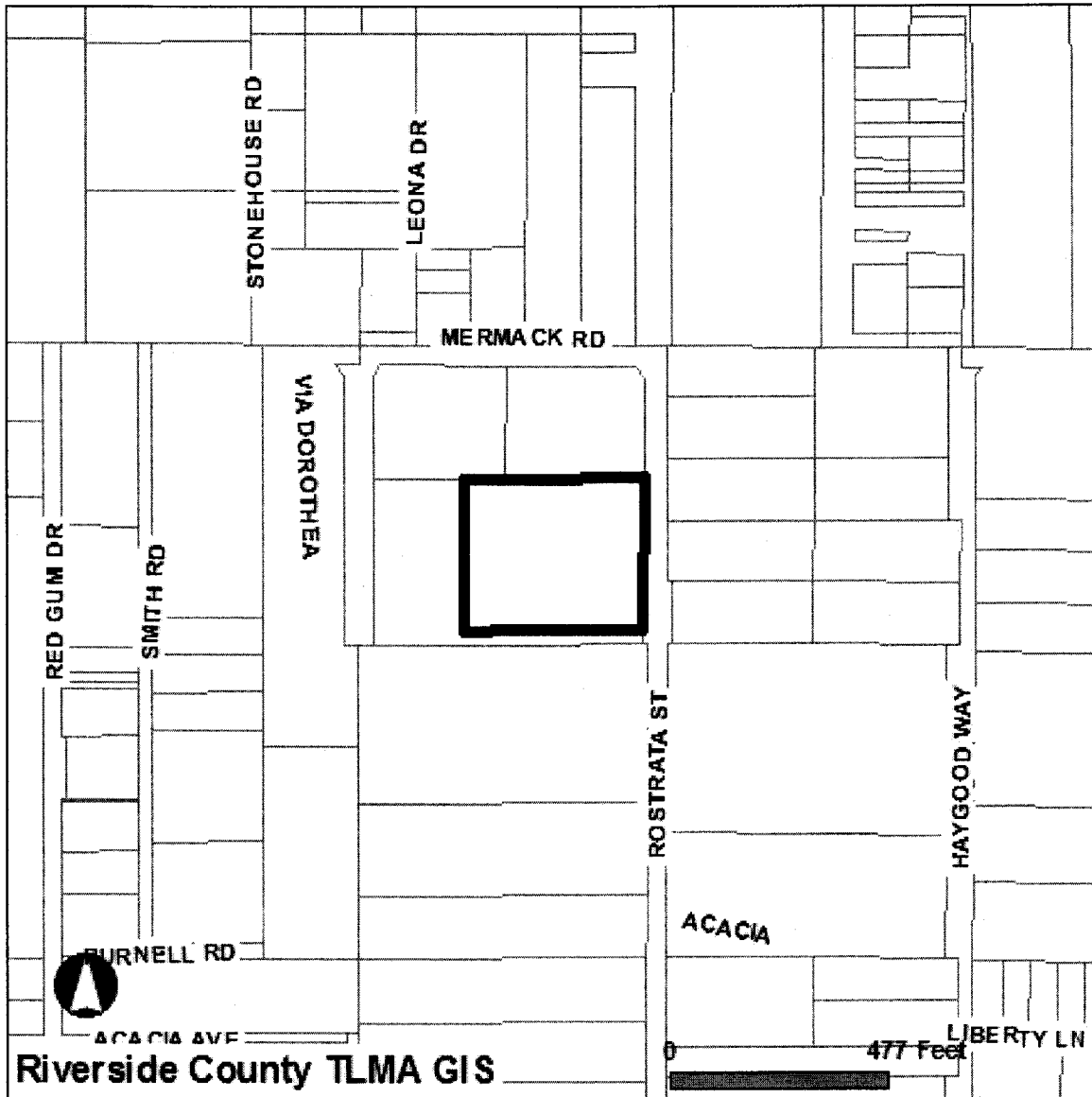
Assessment Roll For the 2009-2010 Tax Year as of January 1,2009

Assessment #347150079-0		Parcel # 347150079-0	
<b>Assessee:</b>	SMITH TERRANCE T	<b>Land</b>	8,143
<b>Assessee:</b>	SMITH VALARIE MCNEAL	<b>Structure</b>	8,115
<b>Mail Address:</b>	28281 ROSTRADO	<b>Full Value</b>	16,258
<b>City, State Zip:</b>	LAKE ELSINORE CA 92532	<b>Homeowners' Exemption</b>	7,000
<b>Real Property Use Code:</b>	R1	<b>Total Net</b>	9,258
<b>Base Year</b>	1978		
<b>Conveyance Number:</b>	0286991		
<b>Conveyance (mm/yy):</b>	4/2003		
<b>PUI:</b>	R010012		
<b>TRA:</b>	65-061		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 3 PM 054/066 PM 9939		
<b>Situs Address:</b>	28281 ROSTRATA AVE LAKE ELSINORE CA 92532		

**View Parcel Map**

**EXHIBIT NO.**     B

RIVERSIDE COUNTY GIS



Selected parcel(s):  
347-150-079

**\*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**

347-150-079-0

**OWNER NAME / ADDRESS**

TERRANCE T SMITH  
VALARIE SMITH  
28281 ROSTRATA AVE  
LAKE ELSINORE, CA. 92532

**MAILING ADDRESS**

(SEE OWNER)  
28281 ROSTRADO  
LAKE ELSINORE CA. 92532

EXHIBIT NO.     B<sup>2</sup>

**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: PM 54/66  
SUBDIVISION NAME: PM 9939  
LOT/PARCEL: 4, BLOCK: NOT AVAILABLE  
. Por. TRACT NUMBER: NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 2.97 ACRES

**PROPERTY CHARACTERISTICS**

NO PROPERTY DESCRIPTION AVAILABLE

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 836 GRID: D7

**CITY BOUNDARY/SPHERE**

NOT WITHIN A CITY  
CITY SPHERE: LAKE ELSINORE  
NO ANNEXATION DATE AVAILABLE  
LAFCO CASE #: 2005-18-1&5  
NO PROPOSALS

**MARCH JOINT POWERS AUTHORITY**

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

**INDIAN TRIBAL LAND**

NOT IN A TRIBAL LAND

**SUPERVISORIAL DISTRICT (ORD. 813)**

MARION ASHLEY, DISTRICT 5

**TOWNSHIP/RANGE**

T5SR4W SEC 30

**ELEVATION RANGE**

1412/1456 FEET

**PREVIOUS APN**

347-150-075

---

**PLANNING**

---

**LAND USE DESIGNATIONS**

Zoning not consistent with the General Plan.  
VLDR

**AREA PLAN (RCIP)**

ELSINORE

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

WARM SPRINGS POLICY AREA

**ZONING CLASSIFICATIONS (ORD. 348)**

R-A-20000 (CZ 5845)

**ZONING DISTRICTS AND ZONING AREAS**

MEADOWBROOK AREA

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**SPECIFIC PLANS**

NOT WITHIN A SPECIFIC PLAN

**AGRICULTURAL PRESERVE**

NOT IN AN AGRICULTURAL 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

***ENVIRONMENTAL***

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

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

**WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP**  
NOT IN A CELL GROUP

**WRMSHCP CELL NUMBER**  
NOT IN A CELL

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

**VEGETATION (2005)**  
Developed/Disturbed Land

***FIRE***

**HIGH FIRE AREA (ORD. 787)**  
NOT IN A HIGH FIRE AREA

**FIRE RESPONSIBILITY AREA**  
STATE RESPONSIBILITY AREA

***DEVELOPMENT FEES***

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

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

**ROAD & BRIDGE DISTRICT**  
NOT IN A DISTRICT

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

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

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

**SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)**  
IN OR PARTIALLY WITHIN AN SKR FEE AREA. SEE MAP FOR MORE INFORMATION.

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

***TRANSPORTATION***

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

**ROAD BOOK PAGE**  
37A

**TRANSPORTATION AGREEMENTS**  
NOT IN A TRANSPORTATION AGREEMENT

**CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS**

NOT IN A CETAP CORRIDOR.

---

## **HYDROLOGY**

---

### **FLOOD PLAIN REVIEW**

NOT REQUIRED.

### **WATER DISTRICT**

WMWD

### **FLOOD CONTROL DISTRICT**

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

### **WATERSHED**

SANTA ANA RIVER

---

## **GEOLOGIC**

---

### **FAULT ZONE**

NOT IN A FAULT ZONE

### **FAULTS**

NOT WITHIN A 1/2 MILE OF A FAULT

### **LIQUEFACTION POTENTIAL**

MODERATE

### **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.

---

## **MISCELLANEOUS**

---

### **SCHOOL DISTRICT**

LAKE ELSINORE UNIFIED

### **COMMUNITIES**

NORTH ELSINORE

### **COUNTY SERVICE AREA**

IN OR PARTIALLY WITHIN  
WARM SPRINGS VALLEY #124 -  
ROAD MAINTAINANCE

### **LIGHTING (ORD. 655)**

ZONE B, 36.33 MILES FROM MT. PALOMAR OBSERVATORY

### **2000 CENSUS TRACT**

043005

### **FARMLAND**

OTHER LANDS

### **TAX RATE AREAS**

065-061

- COUNTY FREE LIBRARY
- COUNTY SERVICE AREA 124 \*
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- ELS MURRIETA ANZA RESOURCE CONS
- ELSINORE AREA ELEM SCHOOL FUND
- ELSINORE VAL MUN WTR IMP DIST 1
- ELSINORE VALLEY CEMETERY
- ELSINORE VALLEY MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 3

- GENERAL
- GENERAL PURPOSE
- LAKE ELSINORE UNIF IMP NO 96-1
- LAKE ELSINORE UNIFIED
- METRO WATER WEST 1302999
- MT SAN JACINTO JUNIOR COLLEGE
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- WESTERN MUNICIPAL WATER

**SPECIAL NOTES**

NO SPECIAL NOTES

**CODE COMPLAINTS**

Case #	Description	Start Date
CV0806686	ABATEMENT	Aug. 4, 2008
CV0806688	NEIGHBORHOOD ENFORCEMENT	Aug. 4, 2008

REPORT PRINTED ON...Thu Jun 03 15:47:32 2010  
Version 100412



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: CV08-06686 & CV08-06688/Jacob Dietrich  
 IN RE: SMITH, TERRANCE T.

Order Number: **21196**

Order Date: 2/4/2010  
 Dated as of: 1/29/2010

County Name: Riverside

FEE(s):  
 Report: \$57.00

Property Address: 28281 Rostrata Street  
 Lake Elsinore

CA 92532

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. : 347-150-079-0

Assessments:	Land Value:	\$8,143.00
	Improvement Value:	\$8,115.00
	Exemption Value:	\$7,000.00
	Total Value:	\$9,258.00

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$71.94
Penalty	\$7.18
Status	NOT PAID-DELINQUENT
Second Installment	\$71.94
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Terrance T. Smith and Valarie Smith
Case No.	CV08-06686 & CV08-06688
Recorded	09/03/2009



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

Order Number: 21196  
Reference: CV08-06686 & CV

---

Document No.

2009-0462142

NO OTHER EXCEPTIONS





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

Order Number: 18479  
Reference: CV-08-06686, CV

---

Document No.	2003-286992
D.T.T.	\$0.00
Grantor	Tarry Ray McNeal, a single man and Valarie F. McNeal, a single woman
Grantee	Terrence T. Smith and Valarie McNeal Smith, husband and wife as joint tenants

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	01/02/2008
Recorded	01/25/2008
Document No.	2008-0039506
Amount	\$200,248.00
Trustor	Tarry Ray McNeal and Stephanie McNeal, husband and wife as joint tenants
Trustee	PRLAP, Inc.
Beneficiary	Bank of America, N. A.

## Additional Information

NO JUDGMENTS AND/OR LIENS FOUND.

A Bankruptcy filed by	Valorie Smith
Social Security Number(s)	None Shown
Date filed	10/21/2008
Case No.	24463

## Legal Description

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

BEING THOSE PORTIONS OF PARCELS 3 AND 4, PARCEL MAP 9939, RECORDED IN BOOK 54, PAGE 66 OF PARCEL MAP RECORDS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 3, SAID POINT LOCATED ON THE CENTERLINE OF VIA DOROTHEA, AS SHOWN ON SAID PARCEL MAP 9939; THENCE NORTH 89°58'19" EAST,



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

Order Number: 18479

Reference: CV-08-06686, CV

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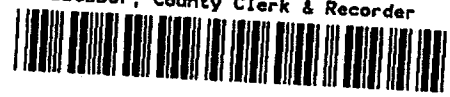
ALONG THE NORTHERLY LINE OF PARCEL 3, A DISTANCE OF 245.00 FEET, TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°00'10" WEST, A DISTANCE OF 330.00 FEET, TO AN ANGLE POINT; THENCE NORTH 89°58'19" EAST, A DISTANCE OF 422.24 FEET, TO A POINT ON THE CENTERLINE OF ROSTRATA AVENUE AS SHOWN ON SAID PARCEL MAP; THENCE ALONG SAID CENTERLINE, NORTH 00°07'39" EAST, A DISTANCE OF 330.00 FEET TO THE NORTHEAST CORNER OF PARCEL 4; THENCE ALONG THE NORTHERLY LINE OF PARCELS 3 AND 4, SOUTH 89°58'19" WEST, A DISTANCE OF 422.96 FEET, TO THE TRUE POINT OF BEGINNING.

*Doc*

DOC # 2008-0039506  
01/25/2008 08:00A Fee:54.00  
Page 1 of 16  
Recorded in Official Records  
County of Riverside  
Larry H. Ward  
Assessor, County Clerk & Recorder

Recording Requested By:  
BANK OF AMERICA

Return To:  
LOAN # 3309017055  
Recording requested by: LSI  
When recorded return to :  
Custom Recording Solutions  
2550 N. Redhill Ave. 4025623  
Santa Ana, CA. 92705  
800-756-3524 Ext. 5011



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LOAN #3309017055

# DEED OF TRUST

*SY* T  
056

### 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 JANUARY 02, 2008 , together with all Riders to this document.
- (B) "Borrower" is TARRY RAY MCNEAL AND STEPHANIE MCNEAL , HUSBAND AND WIFE AS JOINT TENANTS

Borrower's address is 28310 VIA DOROTHEA, LAKE ELSINORE, CA 92532

. Borrower is the trustor under this Security Instrument.

(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION  
organized and existing under the laws of THE UNITED STATES OF AMERICA

CALIFORNIA - Single Family

Lender's address is 275 S. VALENCIA AVENUE, BREA, CA 928230000

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is PRLAP, INC.

(E) "Note" means the promissory note signed by Borrower and dated JANUARY 02, 2008. The Note states that Borrower owes Lender TWO HUNDRED THOUSAND TWO HUNDRED FORTY EIGHT AND 00/100 Dollars

(U.S. \$ 200,248.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than FEBRUARY 01, 2038

(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"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |   |

(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 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]  
"SEE ATTACHED EXHIBIT A."

[Name of Recording Jurisdiction]

Parcel ID Number: 347-150-080-0  
28310 VIA DOROTHEA  
LAKE ELSINORE  
("Property Address"):

which currently has the address of  
(Street)  
(City) , California 92532-2056 (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

BS6(CA) (0207)

Page 3 of 15

CVCA 01/02/08 10:38 AM 3309017055

Public Record

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

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

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

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

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the

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

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

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

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

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or

loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to

make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred

in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual

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

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

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

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

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

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

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee.

Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

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

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

Witnesses:

\_\_\_\_\_  
*Stephanie McNeal* (Seal)  
STEPHANIE MCNEAL -Borrower

\_\_\_\_\_  
*Tarry Ray McNeal* (Seal)  
TARRY RAY MCNEAL -Borrower

\_\_\_\_\_  
(Seal) (Seal)  
-Borrower -Borrower

\_\_\_\_\_  
(Seal) (Seal)  
-Borrower -Borrower

\_\_\_\_\_  
(Seal) (Seal)  
-Borrower -Borrower



State of California

County of Riverside

On January 2, 2008 before me Lilly M Rascon <sup>LR</sup> ~~Notary Public~~, personally appeared Stephanie McNeal Tarry Ray McNeal

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.

Signature Lilly M Rascon (Seal)  
Commission Expiration Date: June 16, 2010

Lilly M. Rascon

Comm# 1675335  
Riverside County  
Exp 6-16-2010  
NNAI



3309017055

Page 15 of 15

APN: 347-150-080-0

Order ID: 4025673

Loan No.: 3309017055

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The land referred to in this policy is situated in the State of CA, County of RIVERSIDE, City of LAKE ELSINORE and described as follows:

The land referred to herein is situated in the State of CA, County of RIVERSIDE, City of LAKE ELSINORE and described as follows:

Being those portions of Parcels 3 and 4, Parcel Map 9939, recorded in Book 54, Page 66 of Parcel Map Records, in the County of Riverside, State of California, more particularly described as follows:

Commencing at the Northwest corner of said Parcel 3, said point located on the centerline of Via Dorothea, as shown on said Parcel Map 9939;

Thence North 89 deg 58 min 19 sec East, along the Northerly line of Parcel 3, a distance of 245.00 feet, to the true point of beginning.

Thence leaving said Northerly line, South 00 deg 00 min 10 sec West, a distance of 330.00 feet, to an angle point;

Thence North 89 deg 58 min 19 sec East, a distance of 422.24 feet, to a point on the centerline of Rostrata Avenue as shown on said Parcel Map;

Thence along said centerline, North 00 deg 07 min 39 sec East, a distance of 330.00 feet to the Northeast corner of Parcel 4;

Thence along the Northerly line of Parcels 3 and 4, South 89 deg 58 min 19 sec West a distance of 422.96 feet, to the true point of beginning.

Parcel "B" contains 3.20 acres, gross.

APN 347-150-080-0

WITH THE APPURTENANCES THERETO.

APN: 347-150-080-0



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

## Updated Lot Book

**Customer:**  
 RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

**Order Number:** **19629**

4080 Lemon Street  
 Riverside CA 92501

**Order Date:** 8/13/2009  
**Dated as of:** 8/17/2009

**County Name:** Riverside

**Attn:** Brent Steele  
**Reference:** CV08-06686 & CV08-06688/Jacob Dietrich  
**IN RE:** SMITH, TERRANCE T. AND SMITH, VALARIE

**FEE(s):**  
**Report:** \$57.00

**Property Address:** 28281 Rostrata Avenue  
 Lake Elsinore CA 92532

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. :** 347-150-079-0

<b>Assessments:</b>	<b>Land Value:</b>	\$7,984.00
	<b>Improvement Value:</b>	\$7,956.00
	<b>Exemption Value:</b>	\$7,000.00
	<b>Total Value:</b>	\$8,940.00

<b>Property Taxes for the Fiscal Year</b>	2008-2009
<b>Total Annual Tax</b>	\$146.06
<b>Status: Paid through</b>	PAID (PAID THRU 06/30/2009)

<b>Abstract of Judgment Filed in the</b>	Superior Court of California, County of Riverside, Temecula
<b>Case No.</b>	TEC083439
<b>Recorded</b>	12/11/2008
<b>Document No.</b>	2008-0650270
<b>Amount</b>	\$4,413.43
<b>Debtor</b>	Terri Smith
<b>Creditor</b>	LVNV Funding LLC



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

Order Number: 19629  
Reference: CV08-06686 & CV

---

Abstract of Judgment Filed in the	Superior Court of California, County of Riverside, Riverside Court
Case No.	RIC522403
Recorded	07/30/2009
Document No.	2009-0396671
Amount	\$25,238.05
Debtor	Terrence T. Smith aka Terrence Smith
Creditor	Beneficial California Inc., a Delaware Corporation

---

A Bankruptcy filed by	Valorie Smith
Social Security Number(s)	None Shown
Date filed	10/21/2008
Case No.	24463

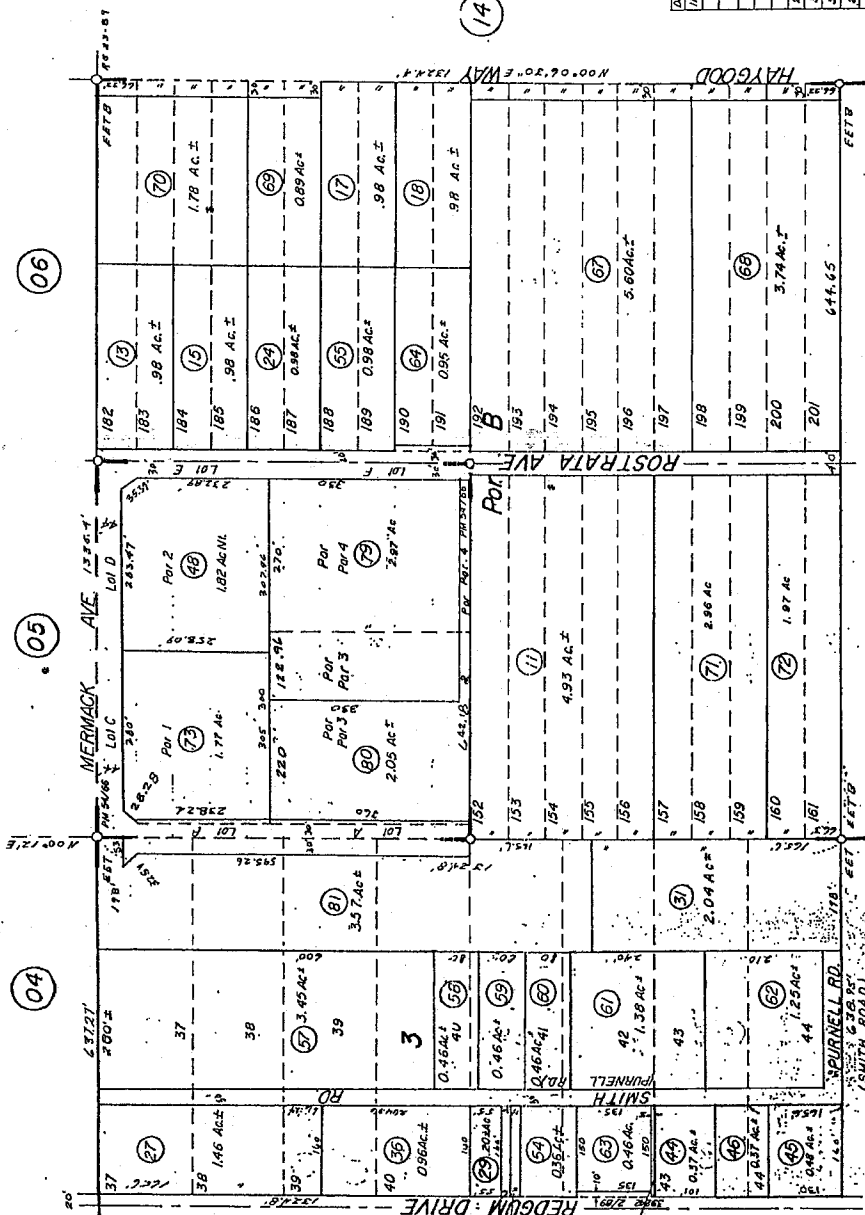
47-15  
18-19

T.R.A. 065-061

Por. S1/2 N1/2 SEC. 30, T.5S., R.4W.

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY

SEP 20 2005



PARCEL NO.	AREA	DATE	OLD NO.	NEW NO.
1	2.02 AC.	11/28/05	78	80/ST
2	2.22 AC.	"	41	58/ST
3	1.03 AC.	"	43	59/ST
4	1.25 AC.	"	42	60/ST
5	1.39 AC.	"	6	61/ST
6	1.25 AC.	7/29/05	51	62/ST
7	1.25 AC.	3/30/05	56	64/ST
8	1.25 AC.	2/02/06	25	65/66
9	1.25 AC.	8/02/06	66	67/ST
10	1.25 AC.	8/02/06	66	68/ST
11	1.25 AC.	11/03/04	14	16/ST
12	1.25 AC.	6-97	12	71,72
13	1.25 AC.	6-00	47	73,74
14	1.25 AC.	7-04	49	74,75
15	1.25 AC.	"	60	76,77
16	1.25 AC.	"	74,77	"
17	1.25 AC.	"	74,78	79

26  
M.B. 8/31 ELSINORE EUCALYPTUS TRACT B  
M.B. 6/75 ELSINORE EUCALYPTUS TRACT  
P.M. 54/66 Parcel Map 9939

DATA: R.S. 24/89  
3/28  
SEP 1972

ASSESSOR'S MAP BK 347 PG 15  
RIVERSIDE COUNTY, CALIF.  
C.S.A.

DOC # 2008-0650270

12/11/2008 08:00A Fee:20.00  
Page 1 of 3

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



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:  
MANN BRACKEN, LLP  
2325 Clayton Road  
Concord, Ca. 94520

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			3						
M	(A)	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NOTICE SENT						T:	CTY	UNI	009

Space above this line for recorder's use only

TRA:  
DTT:

Abstract of Judgment

NOTICE SENT

20

M  
009

Title of Document

THIS AREA FOR  
RECORDER'S  
USE ONLY

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

ACR 238P-AS4RE0 (Rev. 02/2003)

Public Record

JUL 02 2008

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):  
 Recording requested by and return to:  
 Eskanos & Adler, P.C. 800-364-9919  
 Donald R Stebbins (SB# 83936)/Ann K. Merrill (SB# 236358)  
 Stelios A. Harris (SB# 242116)/ Martin Hoffmann (SB# 248141)  
 2325 Clayton Road, Concord, CA 94520  
 File No. 087608-7 DESK:040

ATTORNEY FOR     JUDGMENT CREDITOR     ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
 STREET ADDRESS:  
 MAILING ADDRESS: 41002 COUNTY CENTER DR, #100  
 CITY AND ZIP CODE: TEMECULA CA 92591  
 BRANCH NAME: TEMECULA

FOR RECORDER'S USE ONLY

PLAINTIFF: LVNV FUNDING LLC  
 DEFENDANT: TERRI SMITH, et al.,

CASE NUMBER:  
 TEC083439

**ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS**     Amended

FOR COURT USE ONLY

1. The  judgment creditor  assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

TERRI SMITH;

2203 SUNPARK DR  
PERRIS CA 92570

b. Driver's license no. [last 4 digits] and state:

c. Social security no. [last 4 digits]: 3099

Unknown

Unknown

d. Summons or notice of entry of sister state judgment was personally served or mailed to (name and address):  
 TERRI SMITH  
 2203 SUNPARK DR  
 PERRIS CA 92570

2.  Information on additional judgment debtors is shown on page 2.

4.  Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):  
 LVNV FUNDING LLC

5.  Original abstract recorded in this county:

c/o 2325 Clayton Road, Concord, Ca 94520

a. Date:

b. Instrument No.:

Date: 06/23/08 Donald R. Stebbins/Ann K. Merrill  
 Stelios A. Harris/Martin Hoffmann

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
 \$ 4,413.43

10.  An  execution lien  attachment lien is endorsed on the judgment as follows:

7. All judgment creditors and debtors are listed on this abstract.

a. Amount: \$

b. In favor of (name and address):

8. a. Judgment entered on (date): 05/08/08

b. Renewal entered on (date):

9.  This judgment is an installment judgment.

11. A stay of enforcement has

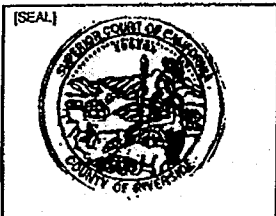
a.  not been ordered by the court.

b.  been ordered by the court effective until (date):

12. a.  I certify that this is a true and correct abstract of the judgment entered in this action,

b.  A certified copy of the judgment is attached.

Clerk, by \_\_\_\_\_, Deputy



This abstract issued on (date) OCT 23 2008



PLAINTIFF:	CASE NUMBER:
DEFENDANT:	

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15.  Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

17. Name and last known address

[ ]

[ ]

[ ]

[ ]

Driver's license no. [last 4 digits] and state:  Unknown

Driver's license no. [last 4 digits] and state:  Unknown

Social security no. [last 4 digits]:  Unknown

Social security no. [last 4 digits]:  Unknown

Summons was personally served at or mailed to (address):

Summons was personally served at or mailed to (address):

18. Name and last known address

19. Name and last known address

[ ]

[ ]

[ ]

[ ]

Driver's license no. [last 4 digits] and state:  Unknown

Driver's license no. [last 4 digits] and state:  Unknown

Social security no. [last 4 digits]:  Unknown

Social security no. [last 4 digits]:  Unknown

Summons was personally served at or mailed to (address):

Summons was personally served at or mailed to (address):

20.  Continued on Attachment 20.



Please complete this information

RECORDING REQUESTED BY:

PARIS AND PARIS, LLP

AND WHEN RECORDED MAIL TO:

PARIS AND PARIS, LLP  
Paris Law Building  
424 Pico Blvd  
Santa Monica, CA 90405

DOC # 2009-0396671  
07/30/2009 08:00A Fee:15.00  
Page 1 of 3  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			3						1
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									SB

ABSTRACT OF JUDGMENT  
Title of Document

BENEFICIAL CALIFORNIA INC vs. TERRENCE T. SMITH



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):  
 Recording requested by and return to:  
**KAREN M. PARIS SBN 120075**  
**PARIS AND PARIS LLP**  
**424 PICO BLVD**  
**SANTA MONICA, CA 90405**  
**(310)-392-8722**

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
 STREET ADDRESS: **4050 MAIN STREET**  
 MAILING ADDRESS: **SAME**  
 CITY AND ZIP CODE: **RIVERSIDE, CA 92501-3703**  
 BRANCH NAME: **RIVERSIDE COURT**

FOR RECORDER'S USE ONLY

2886-0396671  
67/30/2009 09:32



PLAINTIFF: **BENEFICIAL CALIFORNIA INC**  
 DEFENDANT: **TERRENCE T. SMITH**

CASE NUMBER:  
**RIC522403**

FOR COURT USE ONLY

**ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS**  Amended

1 The  judgment creditor  assignee of record applies for an abstract of judgment and represents the following:  
 a. Judgment debtor's

Name and last known address  
**TERRENCE T. SMITH AKA TERRENCE SMITH**  
**2618 LA VENTANA DR.**  
**CORONA CA 92879**

b. Driver's license No. [last 4 digits] and state:  Unknown  
 c. Social security No.: [last 4 digits]XXX-XX-4373  Unknown  
 d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): **TERRENCE T. SMITH AKA TERRENCE SMITH**  
**2618 LA VENTANA DR CORONA CA 92879**

2.  Information on additional judgment debtors is shown on page 2.  
 3. Judgment creditor (name and address): **BENEFICIAL CALIFORNIA INC, a Delaware Corporation, C/O PARIS AND PARIS, 424 PICO BLVD SANTA MONICA, CA 90405**  
 4.  Information on additional judgment creditors is shown on page 2.  
 5.  Original abstract recorded in this county:  
 a. Date:  
 b. Instrument No.:

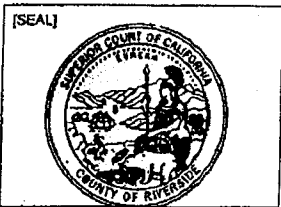
Date: July 14, 2009

**JEFFREY A. PARIS**

(TYPE OR PRINT NAME)

SIGNATURE OF APPLICANT OR ATTORNEY

6. Total amount of judgment as entered or last renewed: **\$25,238.05**  
 7. All judgment creditors and debtors are listed on this abstract.  
 8. a. Judgment entered on (date): **06/23/09** (AP)  
 b. Renewal entered on (date):  
 9.  This judgment is an installment judgment.  
 10.  An  execution lien  attachment lien is endorsed on the judgment as follows:  
 a. Amount: \$  
 b. In favor of (name and address):  
 11. A stay of enforcement has  
 a.  not been ordered by the court  
 b.  been ordered by the court effective until (date):



This abstract issued on (date):  
**JUL 28 2009**

12. a.  I certify that this is a true and correct abstract of the judgment entered in this action.  
 b.  A certified copy of the judgment is attached.

Clerk, by *Deborah...*, Deputy

Form Adopted for Mandatory Use  
 Judicial Council of California  
 EJ-001 [Rev. January 1, 2008]

**ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS**

Page 1 of 2  
 Code of Civil Procedure, §§ 488.480,  
 674, 700.190

PLAINTIFF: BENEFICIAL CALIFORNIA INC

CASE NUMBER:

DEFENDANT: TERRENCE T. SMITH

RIC522403

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15.  Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

[Empty box for name and address]

Driver's license No. [last 4 digits]  Unknown  
Social security No.: [last 4 digits]  Unknown  
Summons was personally served at or mailed to (address):

17. Name and last known address

[Empty box for name and address]

Driver's license No. [last 4 digits]  Unknown  
Social security No.: [last 4 digits]  Unknown  
Summons was personally served at or mailed to (address):

18. Name and last known address

[Empty box for name and address]

Driver's license No. [last 4 digits]  Unknown  
Social security No.: [last 4 digits]  Unknown  
Summons was personally served at or mailed to (address):

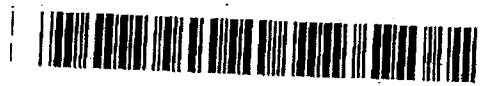
19. Name and last known address

[Empty box for name and address]

Driver's license No. [last 4 digits]  Unknown  
Social security No.: [last 4 digits]  Unknown  
Summons was personally served at or mailed to (address):

[Empty boxes for additional judgment debtors]

22.  Continued on Attachment 20.



2009-0396671  
87/38/2009 08:08A  
3 of 3



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

## Lot Book Report

Order Number: **18479**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Order Date: 12/11/2008

Dated as of: 12/9/2008

County Name: Riverside

Attn: Brent Steele

Reference: CV-08-06686, CV08-06688, CV08-06689 & CV08-06692

IN RE: SMITH, TERRANCE T.

FEE(s):

Report: \$120.00

Property Address: 28281 Rostrata Avenue

Lake Elsinore

CA 92532

Assessor's Parcel No. : 347-150-079-0

**Assessments:**

Land Value:	\$7,984.00
Improvement Value:	\$7,956.00
Exemption Value:	\$7,000.00
Total Value:	\$8,940.00

## Tax Information

Property Taxes for the Fiscal Year	2008-2009
Total Annual Tax	\$146.06
Status: Paid through	06/30/2009

## Property Vesting

The last recorded document transferring title of said property

Dated 04/19/2003

Recorded 04/23/2003

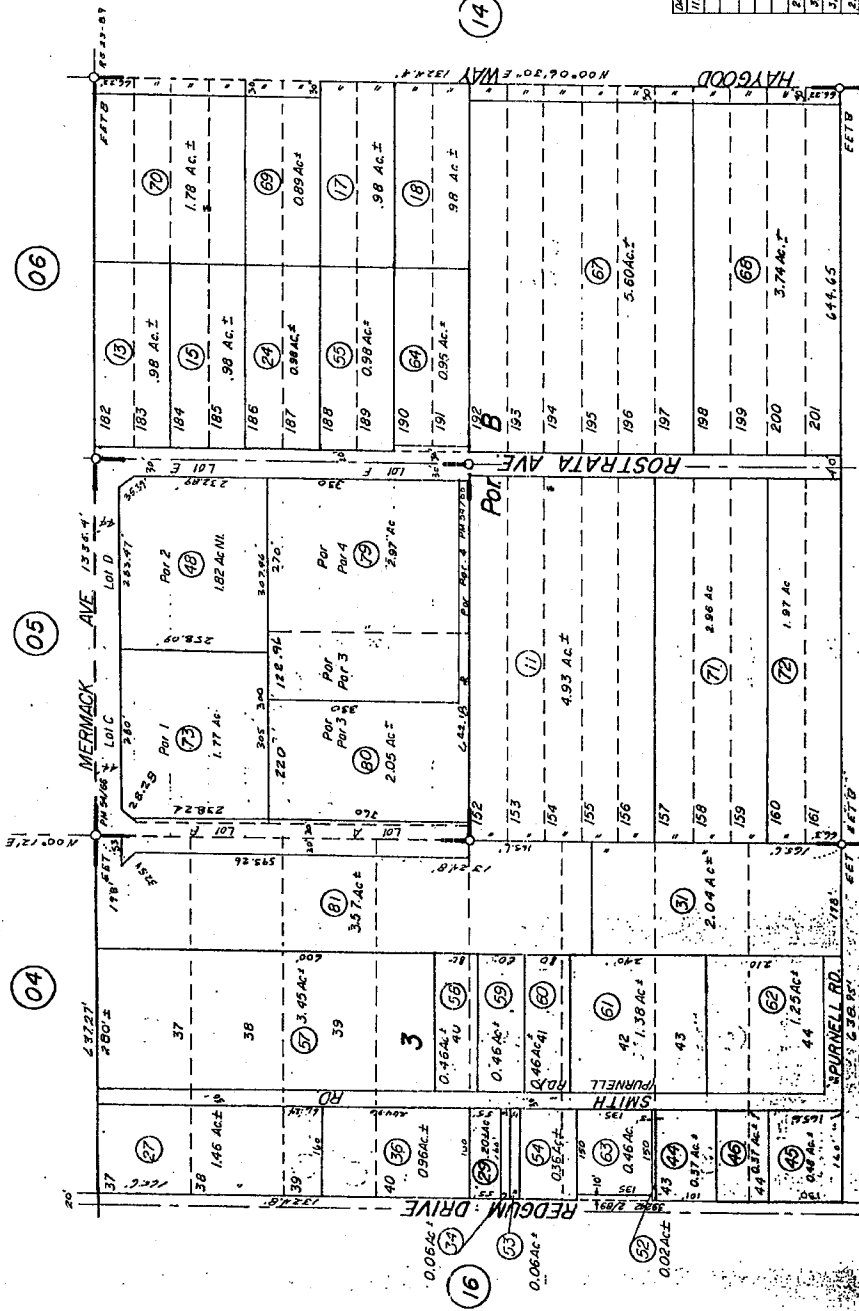
47-15  
18-19

T.R.A. 065-061

Por. S1/2 NW/2 SEC. 30, T.5S., R.4W.

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY

SEP 20 2005



D.N.	NEW NO.	OLD NO.	NEW NO.
1	20-22	20	20
2	23-24	21	21
3	25-26	22	22
4	27	23	23
5	28-29	24	24
6	30-31	25	25
7	32-33	26	26
8	34-35	27	27
9	36	28	28
10	37-38	29	29
11	39	30	30
12	40-41	31	31
13	42	32	32
14	43	33	33
15	44	34	34
16	45	35	35
17	46	36	36
18	47	37	37
19	48	38	38
20	49	39	39
21	50	40	40
22	51	41	41
23	52	42	42
24	53	43	43
25	54	44	44
26	55	45	45

DATE	OLD NO.	NEW NO.	DATE	OLD NO.	NEW NO.
11/05	2	57, 57	9/26	78	80, 57
"	41	59, 57	"	30	81, 57
"	43	59, 57			
"	42	60, 57			
"	6	61, 57			
"	9	62, 57			
2/03	51	63, 57			
3/00	66	64, 57			
3/00	65	65, 66			
2/02	68	67, 57			
"	68	68, 57			
8/02	16	69, 57			
11/03	14	70, 57			
6-00	87	71, 72			
7-04	49	74, 76			
"	50	76, 77			
"	74, 77	78			
"	74, 78	79			

M.B. 8/31 ELSINORE EUCALYPTUS TRACT B  
M.B. 6/75 ELSINORE EUCALYPTUS TRACT  
P.M. 54/66 Parcel Map 19939

DATA: R.S. 23/89  
55/97  
3/28

ASSESSOR'S MAP BK 347 PG. 16  
RIVERSIDE COUNTY, CALIF.

SEP 19 2005

DOC # 2003-286992

04/23/2003 08:00A Fee:13.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Valerie Mc Neal Smith  
28281 Rostrada  
Lake Elsinore, CA  
92532

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SNF	MISC
	1		3			✓			
					4				kw
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

SPACE ABOVE FOR RECORDER'S USE ONLY

TRA: COS

DTT: *[initials]*

17



Grant Deed

Title of Document

# THIS AREA FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

STC-SCSD 996a (Rev. 8/97)

Public Record

Order No.  
Escrow No.  
Loan No.

WHEN RECORDED MAIL TO:

Valarie McNeal  
28281 Rostrada  
Lake Elsinore, CA 92532

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
A									

MAIL TAX STATEMENTS TO:

Valarie McNeal Smith  
28281 Rostrada  
Lake Elsinore, CA 92532

DOCUMENTARY TRANSFER TAX \$ .50

..... Computed on the consideration or value of property conveyed; OR  
..... Computed on the consideration or value less liens or encumbrances  
remaining at time of sale.

Signature of Declarant or Agent determining tax—Firm Name

TRR-005

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Tarry Ray McNeal, a single man and Valarie F. McNeal, a single woman

hereby GRANT(S) to

Terrence T. Smith and Valarie McNeal Smith, husband and wife as Joint Tenants

the real property in the  
County of Riverside

State of California, described as

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 4574

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This deed is being recorded pursuant to Lot Line Adjustment No. 4574 approved by the Riverside County Planning Department on April 1, 2003 and recorded on April 10, 2003 as Instrument No. 252275.

Date April 19, 2003

STATE OF CALIFORNIA  
COUNTY OF Riverside

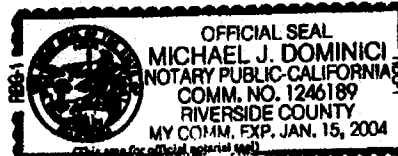
On April 19, 2003 before me,

Michael J. Dominici, Notary Public  
personally appeared Tarry Ray McNeal &  
Valarie F. McNeal

personally knows to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

Signature [Signature]

Tarry Ray McNeal  
Valarie F. McNeal  
Tarry Ray McNeal  
Valarie McNeal



MAIL TAX STATEMENTS AS DIRECTED ABOVE

1002 (1/97)



2003-286992  
04/23/2003 08:08R  
2 of 3

Public Record

EXHIBIT "A"

LEGAL DESCRIPTION PARCEL "B" LLA 4574

BEING THOSE PORTIONS OF PARCELS 3 AND 4, PARCEL MAP 9939, RECORDED IN BOOK 54, PAGE 66 OF PARCEL MAP RECORDS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 3, SAID POINT LOCATED ON THE CENTERLINE OF VIA DOROTHEA, AS SHOWN ON SAID PARCEL MAP 9939;

THENCE NORTH 89°58'19" EAST, ALONG THE NORTHERLY LINE OF PARCEL 3, A DISTANCE OF 245.00 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°00'10" WEST, A DISTANCE OF 330.00 FEET, TO AN ANGLE POINT;

THENCE NORTH 89°58'19" EAST, A DISTANCE OF 422.24 FEET, TO A POINT ON THE CENTERLINE OF ROSTRATA AVENUE AS SHOWN ON SAID PARCEL MAP;

THENCE ALONG SAID CENTERLINE, NORTH 00°07'39" EAST, A DISTANCE OF 330.00 FEET TO THE NORTHEAST CORNER OF PARCEL 4;

THENCE ALONG THE NORTHERLY LINE OF PARCELS 3 AND 4, SOUTH 89°58'19" WEST, A DISTANCE OF 422.96 FEET, TO THE TRUE POINT OF BEGINNING.

PARCEL "B" CONTAINS 3.20 ACRES, GROSS.

PREPARED BY:

  
MARK W. CHRISTENSEN, PLS 5266

4/10/2003  
DATE:

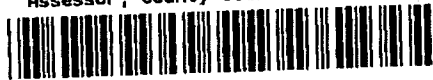


2003-286992  
84/23/2003 08:09A  
3 of 3



When recorded please mail to:  
 Riverside County Code Enforcement Department  
 (District 5 Office)  
 24318 Hemlock Avenue, Suite C-1  
 Moreno Valley, CA 92557  
 Mail Stop No. 5002

DOC # 2009-0462142  
 09/03/2009 08:00A Fee:NC  
 Page 1 of 1  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			1						
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NCHG CO						T:	CTY	UNI	030

**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of  
 Terrance T. Smith  
 Valarie Smith

) Case No. CV08-06686  
 ) & CV08-06688



**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 & Riverside County Ordinance No.348, (RCC Title 17.172.205, 17.32.010, & 17.288.020) described as Prohibited Fencing-Garage Doors, Excessive Outside Storage, & Use Without Riverside County Planning Department Approval-Shipping Containers. Such Proceedings are based upon the noncompliance of such real property, located at 28281 Rostrata Avenue, Lake Elsinore, CA, and more particularly described as Assessor's Parcel Number 347-150-079 and having a legal description of 2.97 ACRES M/L IN POR PARS 3 & 4 PM 054/066 PM 9939, Records of Riverside County, with the requirements of Ordinance No. 541 & 348 (RCC Title 8.120.010, 17.172.205, 17.32.010, & 17.288.020).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 24318 Hemlock Avenue, Suite C-1, Moreno Valley, California, Attention Code Enforcement Officer Jacob Dietrich.

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

COUNTY OF RIVERSIDE  
 CODE ENFORCEMENT DEPARTMENT

By Mary Overholt  
 Mary Overholt  
 Code Enforcement Department

**ACKNOWLEDGMENT**

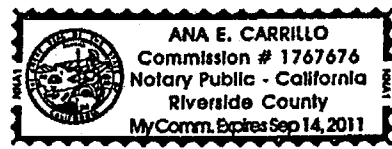
State of California )  
 County of Riverside )

On 08/26/09 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.  
Ana E. Carrillo

Commission # 1767676 Comm. Expires Sep. 14, 2011





# CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

JOHN BOYD  
Director

CASE : CV08- 06686, 06688, 06689, 06692 PROPERTY SITUS : 28281 Rostrata Ave. CA

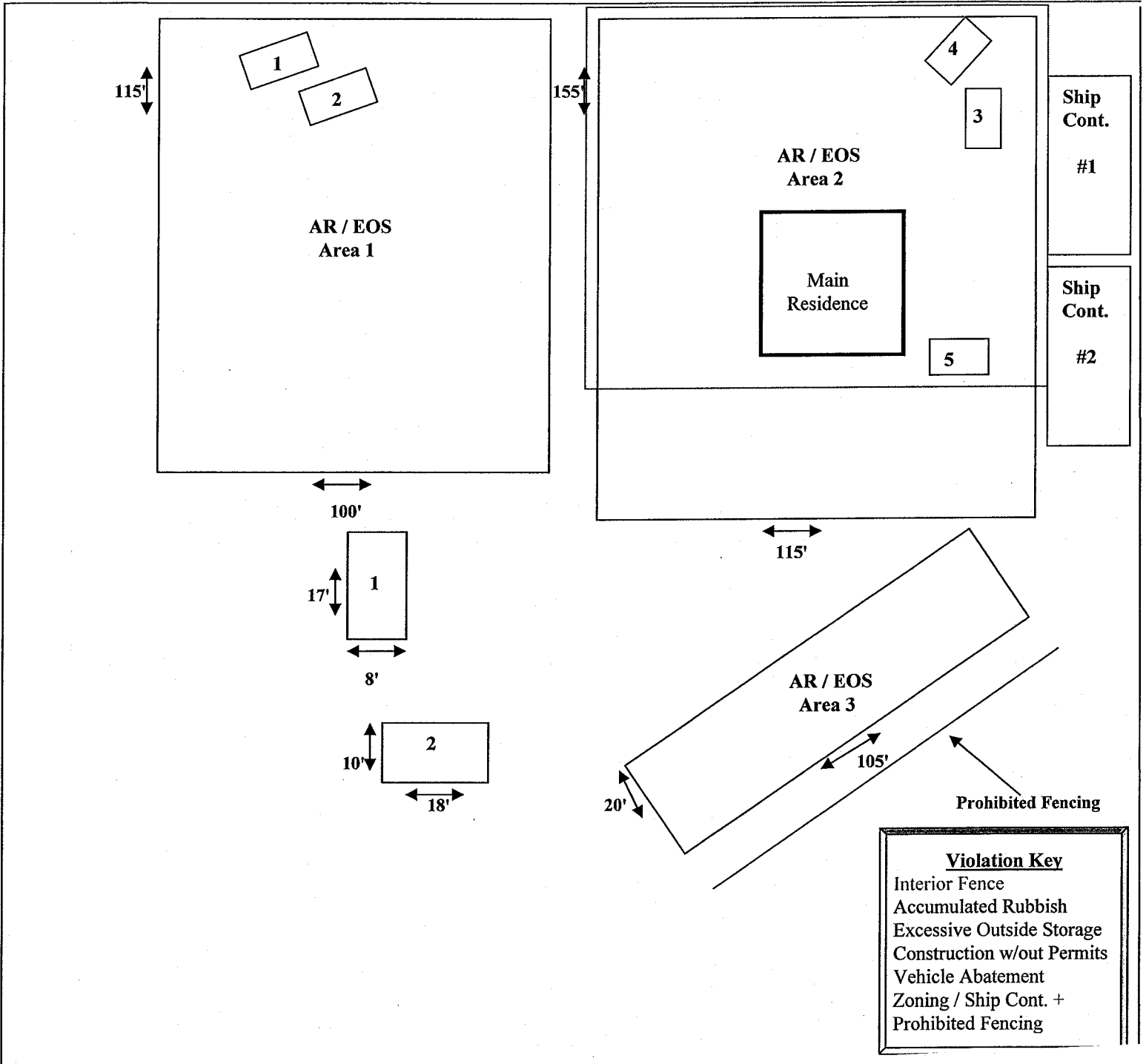
A.P.N.: 347-150-079

DRAWN: ( 11/13/08 )








DRAWN BY: DIETRICH

NORTH 

REAR PROPERTY LINE



Ship Cont. #1  
Ship Cont. #2

<u>Violation Key</u>	
	Interior Fence
	Accumulated Rubbish
	Excessive Outside Storage
	Construction w/out Permits
	Vehicle Abatement
	Zoning / Ship Cont. +
	Prohibited Fencing

NOT TO SCALE

FRONT PROPERTY LINE

EXHIBIT NO. D



05/13/10 - Property Remains in Violation - Pike - 05/13/2010

EXHIBIT NO. D<sup>2</sup>



05/13/10 - Property Remains in Violation - Pike - 05/13/2010

**EXHIBIT NO.**     D<sup>3</sup>



05/13/10 - Property Remains in Violation - Pike - 05/13/2010

EXHIBIT NO. D<sup>4</sup>



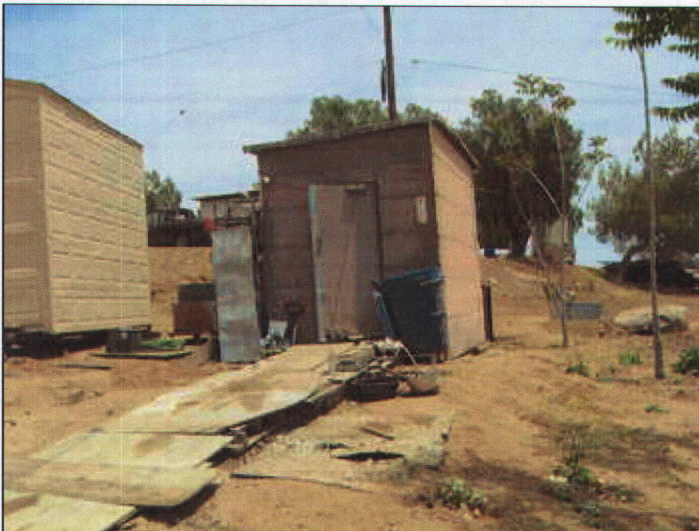
05/13/10 - Property Remains in Violation - Pike - 05/13/2010

**EXHIBIT NO.**     D<sup>5</sup>



05/13/10 - Property Remains in Violation - Pike - 05/13/2010

**EXHIBIT NO.**     D6



05/13/10 - Property Remains in Violation – Pike



05/13/10 - Property Remains in Violation – Pike



05/13/10 - Property Remains in Violation – Pike



05/13/10 - Property Remains in Violation – Pike



05/13/10 - Property Remains in Violation – Pike



05/13/10 - Property Remains in Violation – Pike

EXHIBIT NO. D<sup>7</sup>





Photo - 03/04/10



Photo - 03/04/10



Photo - 03/04/10



05/13/10 - Property Remains in Violation – Pike



05/13/10 - Property Remains in Violation – Pike



05/13/10 - Property Remains in Violation – Pike

EXHIBIT NO.  D<sup>8</sup>



JDietrich / Photo#10



Photo - 03/04/10



Photo - 03/04/10



Photo - 03/04/10



Photo - 03/04/10



Photo - 03/04/10

EXHIBIT NO.   D<sup>9</sup>



JDietrich / Photo#1 - 01/08/2010

**EXHIBIT NO.**     D<sup>10</sup>



JDietrich / Photo#2 - 01/08/2010

EXHIBIT NO.     D"



JDietrich / Photo#3 - 01/08/2010

EXHIBIT NO. D<sup>12</sup>



JDietrich / Photo#4 - 01/08/2010

**EXHIBIT NO.**     D<sup>B</sup>



JDietrich / Photo#5 - 01/08/2010

**EXHIBIT NO.** D<sup>14</sup>



JDietrich / Photo#6 - 01/08/2010

**EXHIBIT NO.**     D<sup>15</sup>





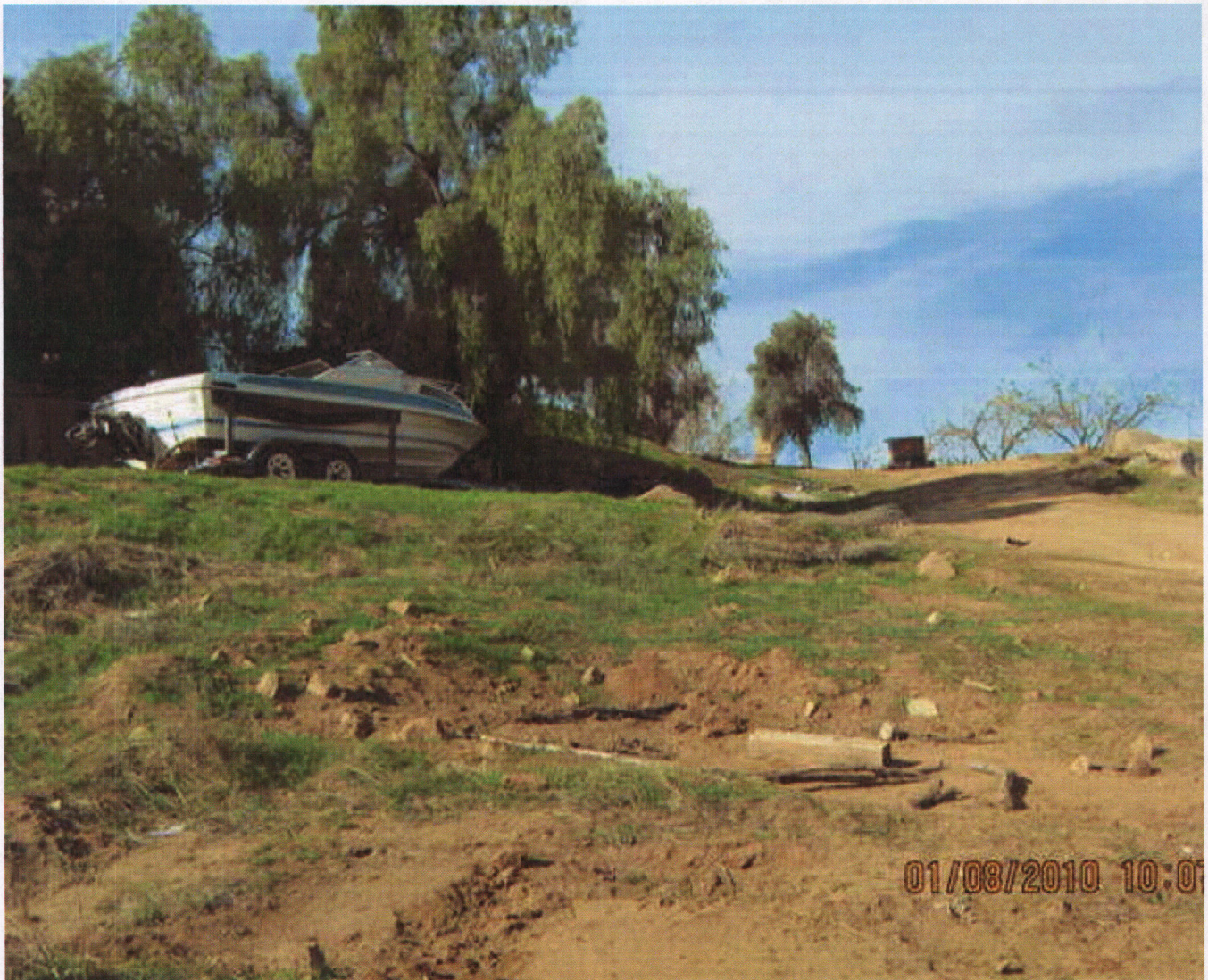
JDietrich / Photo#7 - 01/08/2010

**EXHIBIT NO.**     D'6



JDietrich / Photo#8 - 01/08/2010

**EXHIBIT NO.**     D<sup>17</sup>



JDietrich / Photo#9 - 01/08/2010

**EXHIBIT NO.**           D<sup>18</sup>



JDietrich / Photo#10 - 01/08/2010

**EXHIBIT NO.**     D<sup>19</sup>



#7 Reduced Rubbish - 09/22/2009

EXHIBIT NO.     D<sup>20</sup>



#8 Reduced Rubbish - 09/22/2009

EXHIBIT NO. D<sup>21</sup>



#9 Reduced Rubbish - 09/22/2009

EXHIBIT NO. D<sup>22</sup>



#3 Reduced EOS - 09/22/2009

EXHIBIT NO. D<sup>23</sup>





#4 Reduced EOS - 09/22/2009

EXHIBIT NO. D24



#5 Reduced EOS - 09/22/2009

EXHIBIT NO. D25



#7 Reduced EOS / Removed Shipping Containers/Trailers - 09/22/2009

EXHIBIT NO. D<sup>26</sup>

PHOTOGRAPHIC EVIDENCE CASE No. **CV08-06686, 88, 89**



PHOTO # **1** TAKEN BY: **J DIETRICH** 28281 Rostrata Ave. LELS  
NOTES : \_\_\_\_\_



PHOTO # **2** TAKEN BY: **J DIETRICH**  
NOTES : \_\_\_\_\_

EXHIBIT NO. D<sup>27</sup>

PHOTOGRAPHIC EVIDENCE CASE No. **CV08-06686, 88, 89**

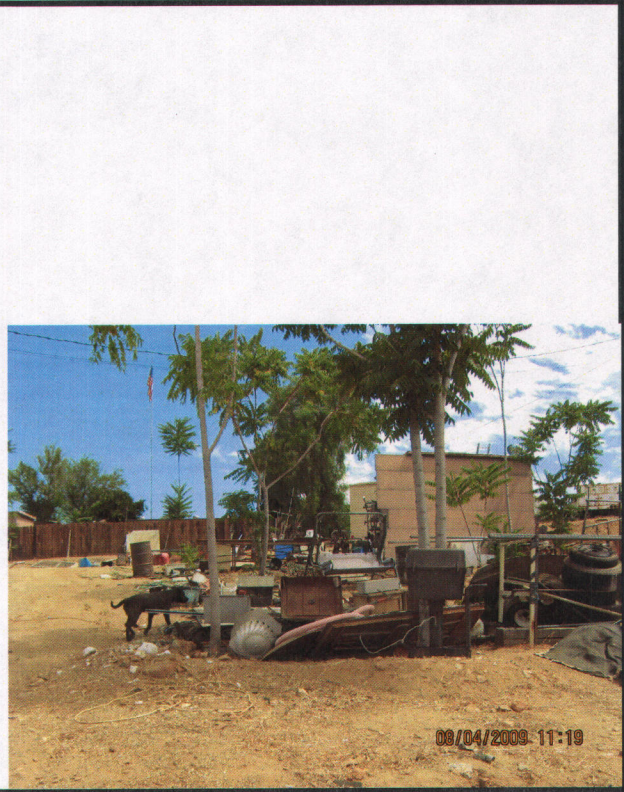


PHOTO # **3,4** TAKEN BY: **J DIETRICH** 28281 Rostrata Ave. LELS  
NOTES : \_\_\_\_\_

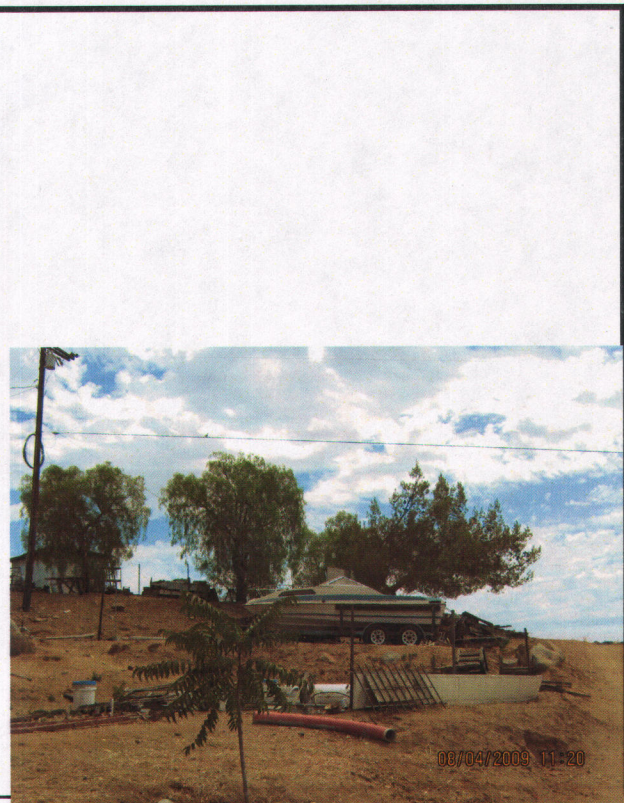


PHOTO # **5,6** TAKEN BY: **J DIETRICH**  
NOTES : \_\_\_\_\_

EXHIBIT NO.     D28

PHOTOGRAPHIC EVIDENCE CASE No. CV08-06686, 88, 89



PHOTO # 7,8 TAKEN BY: J DIETRICH 28281 Rostrata Ave. LELS  
NOTES : \_\_\_\_\_



PHOTO # 9,10 TAKEN BY: J DIETRICH  
NOTES : \_\_\_\_\_

EXHIBIT NO. D<sup>29</sup>

PHOTOGRAPHIC EVIDENCE CASE No. **CV08-06686, 88, 89**



PHOTO # **11,12** TAKEN BY: **J DIETRICH** 28281 Rostrata Ave. LELS  
NOTES : \_\_\_\_\_

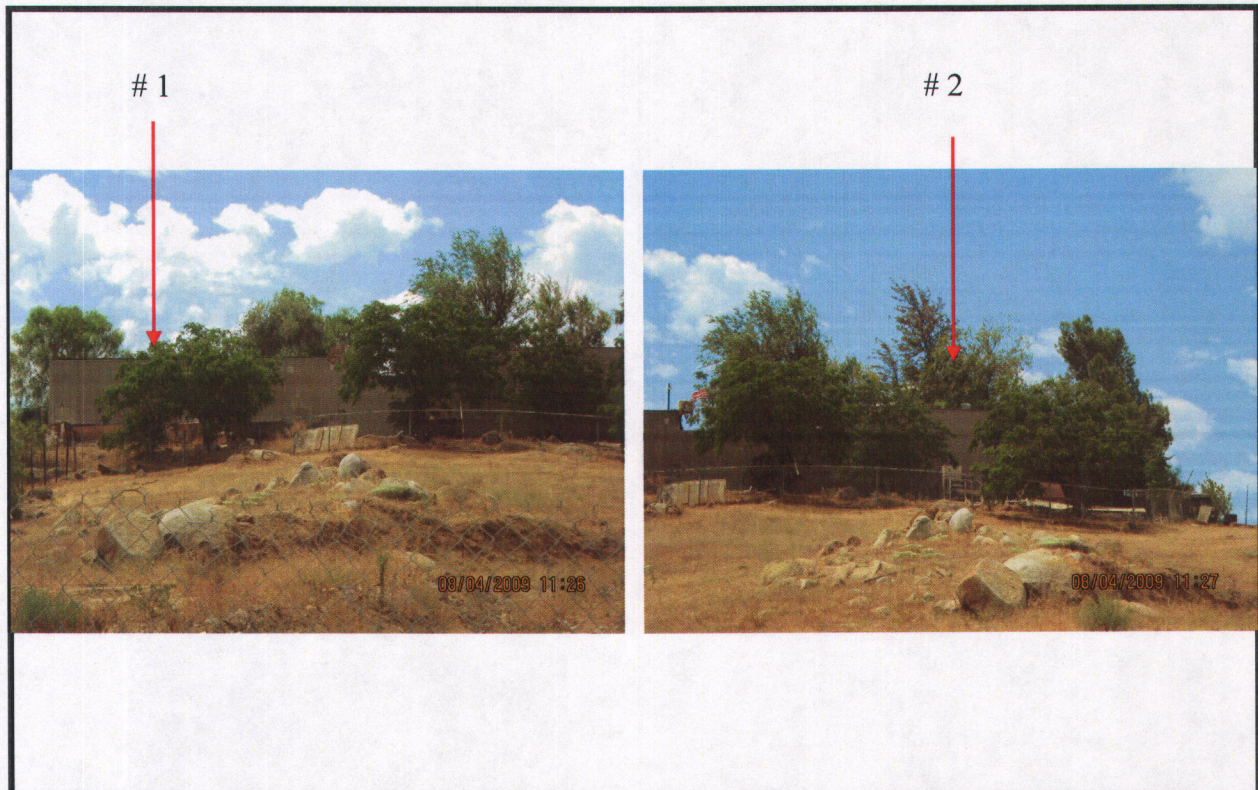


PHOTO # **13,14** TAKEN BY: **J DIETRICH**  
NOTES : **2 Trailers / Storage Containers**

EXHIBIT NO.           D30

PHOTOGRAPHIC EVIDENCE CASE No. **CV08-06686**



PHOTO # **1** TAKEN BY: **J DIETRICH** **28281 Rostrata** **L.ELS**

NOTES : \_\_\_\_\_



PHOTO # **2** TAKEN BY: **J DIETRICH**

NOTES : \_\_\_\_\_

EXHIBIT NO.           D<sup>31</sup>



PHOTOGRAPHIC EVIDENCE CASE No. CV08-06686



PHOTO # **3,4** TAKEN BY: **J DIETRICH**      **28281 Rostrata**      **L.ELS**  
NOTES : \_\_\_\_\_



PHOTO # **5,6** TAKEN BY: **J DIETRICH**  
NOTES : \_\_\_\_\_

EXHIBIT NO. D<sup>32</sup>

PHOTOGRAPHIC EVIDENCE CASE No. **CV08-06686**



PHOTO # **7,8** TAKEN BY: **J DIETRICH**      **28281 Rostrata**      **L.ELS**  
NOTES : \_\_\_\_\_



PHOTO # **9,10** TAKEN BY: **J DIETRICH**  
NOTES : \_\_\_\_\_

EXHIBIT NO.     D<sup>33</sup>

PHOTOGRAPHIC EVIDENCE CASE No. **CV08-06686**



PHOTO # **11,12** TAKEN BY: **J DIETRICH**      **28281 Rostrata**      **L.ELS**  
NOTES : \_\_\_\_\_

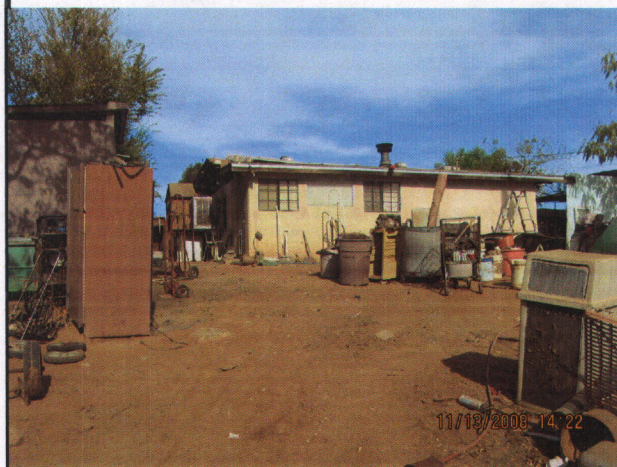


PHOTO # **13,14** TAKEN BY: **J DIETRICH**  
NOTES : \_\_\_\_\_

EXHIBIT NO.           D<sup>34</sup>

PHOTOGRAPHIC EVIDENCE CASE No. **CV08-06686**



PHOTO # **15,16** TAKEN BY: **J DIETRICH**      **28281 Rostrata**      **L.ELS**  
NOTES : \_\_\_\_\_



PHOTO # **17,18** TAKEN BY: **J DIETRICH**  
NOTES : \_\_\_\_\_

EXHIBIT NO.       D<sup>35</sup>

PHOTOGRAPHIC EVIDENCE CASE No. CV08-06686



PHOTO # 19,20 TAKEN BY: J DIETRICH 28281 Rostrata L.ELS  
NOTES : \_\_\_\_\_

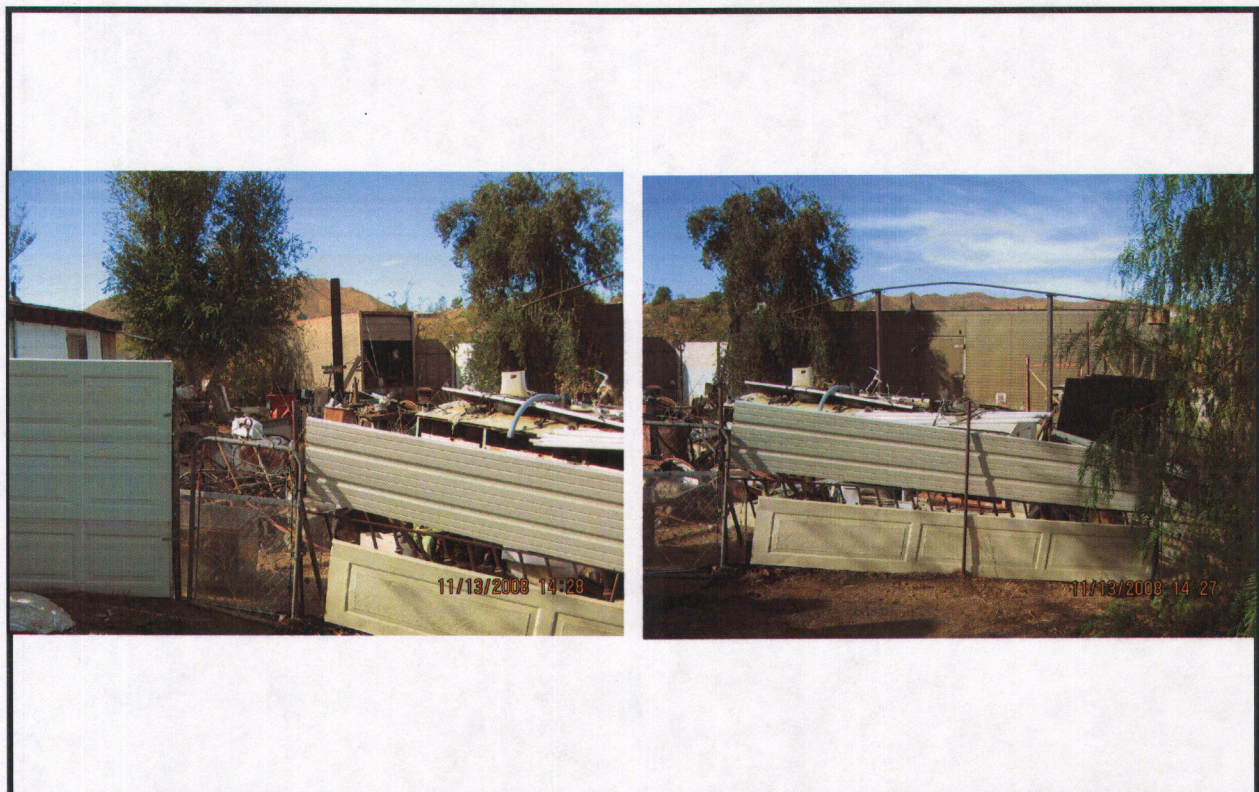


PHOTO # 21,22 TAKEN BY: J DIETRICH  
NOTES : \_\_\_\_\_

EXHIBIT NO. D<sup>36</sup>

PHOTOGRAPHIC EVIDENCE CASE No. CV08-06686



PHOTO # **23,24** TAKEN BY: **J DIETRICH** **28281 Rostrata** **L.ELS**  
NOTES : \_\_\_\_\_



PHOTO # **25,26** TAKEN BY: **J DIETRICH**  
NOTES : \_\_\_\_\_

EXHIBIT NO. D37

PHOTOGRAPHIC EVIDENCE CASE No. CV08-06686

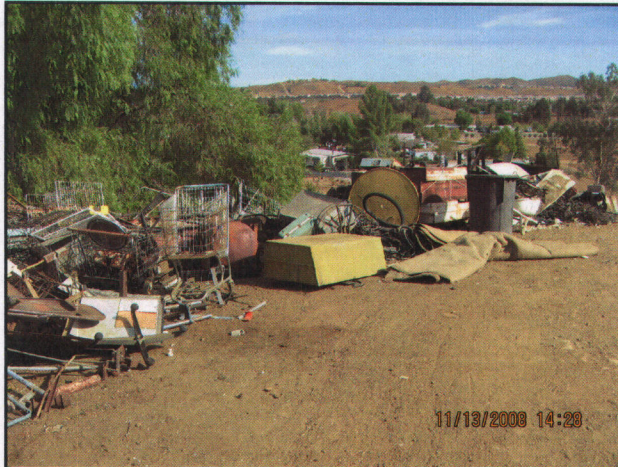


PHOTO # **27,28** TAKEN BY: **J DIETRICH** **28281 Rostrata** **L.ELS**  
NOTES : \_\_\_\_\_



PHOTO # **29,30** TAKEN BY: **J DIETRICH**  
NOTES : \_\_\_\_\_

EXHIBIT NO. D<sup>38</sup>

PHOTOGRAPHIC EVIDENCE CASE No. **CV08-06686**



PHOTO # **31,32** TAKEN BY: **J DIETRICH**      **28281 Rostrata**      **L.ELS**  
NOTES : \_\_\_\_\_



PHOTO # **33,34** TAKEN BY: **J DIETRICH**  
NOTES : \_\_\_\_\_

EXHIBIT NO.     D<sup>39</sup>



PHOTOGRAPHIC EVIDENCE CASE No. **CV08-06686**



PHOTO # **35,36** TAKEN BY: **J DIETRICH**      **28281 Rostrata**      **L.ELS**  
NOTES : \_\_\_\_\_



PHOTO # **37** TAKEN BY: **J DIETRICH**  
NOTES : \_\_\_\_\_

EXHIBIT NO.           D40



COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 08-06688

THE PROPERTY AT: 28281 Rostrata, Lake Elsinore APN#: 347-150-079

WAS INSPECTED BY OFFICER: J. Dietrich ID#: 64 ON 11/13/08 AT 13:00 am/pm

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

Table with 2 columns: Code (RCO) and Description of Violation. Includes items like Excessive Yard Sales, Unfenced Pool, Accumulated Rubbish, Unpermitted Construction, Unapproved Grading/Clearing, Substandard Structure, Unpermitted Mobile Home, Substandard Mobile Home/Trailer/RV, Unpermitted Outdoor Advertising Display, Prohibited Fencing, Excessive Outside Storage, Occupied RV/Trailer, Excessive Animals, and Unpermitted Land Use.

COMMENTS:

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 12/13/08. 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.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

SIGNATURE PRINT NAME DATE PROPERTY OWNER TENANT

CDL/CID# D.O.B. EXHIBIT NO. E POSTED



COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 08-06686

THE PROPERTY AT: 28281 Rostrata, Lake Elsinore APN#: 347-150-079

WAS INSPECTED BY OFFICER: J. Dietrich ID#: 64 ON 11/13/08 AT 13:00 am/pm

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

Table with 2 columns listing violation codes (e.g., 5.28.040, 8.28.030) and their descriptions (e.g., Excessive Yard Sales, Unfenced Pool, Accumulated Rubbish).

COMMENTS:

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 12/13/08. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY...

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00...

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_ [ ] PROPERTY OWNER [ ] TENANT

CDL/CID# \_\_\_\_\_ D.O.B. \_\_\_\_\_ EXHIBIT NO. E2 [ ] POSTED



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

Case No. CV08-06688

I, **Jacob Dietrich**, the undersigned, hereby declare:

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

County of Riverside  
Code Enforcement Division  
24318 Hemlock Ave., Suite C-1  
Moreno Valley, CA 92557

2. That on **11/13/08** at **1500** hours, I securely and conspicuously posted a '**Notice of Violation**' (**RCC 17.172.205 - Prohibited Fencing**) & (**RCC 17.32.010 - Excessive Outside Storage, and Unpermitted Land Use {Trailers/Storage Containers x2}**) at the property described as:

**Property Address: 28281 Rostrata Ave. Lake Elsinore, Ca.**  
**Assessor's Parcel Number: 347-150-079**

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

Executed on **12/01/08** at the District 5 Office in Moreno Valley, California.

**CODE ENFORCEMENT DEPARTMENT**

By:   
\_\_\_\_\_  
**Jacob Dietrich, Code Enforcement Officer**

**EXHIBIT NO.**     E<sup>3</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

Case No. CV08-06886

I, Jacob Dietrich, the undersigned, hereby declare:

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

County of Riverside  
Code Enforcement Division  
24318 Hemlock Ave., Suite C-1  
Moreno Valley, CA 92557

That on **11/13/08 at 1500** I securely and conspicuously posted a '**Notice of Violation (RCC - 8.120 - Accumulated Rubbish)**' at the property described as:

**Property Address: 28281 Rostrata Ave.                      Lake Elsinore**  
**Assessor's Parcel Number: 347-150-079**

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

Executed on **12/01/08** at the District 5 Office in Moreno Valley, California.

**CODE ENFORCEMENT DEPARTMENT**

By:   
Jacob Dietrich, Code Enforcement Officer

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