

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



9.4

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding Public Hearing on Abatement of Public Nuisance (Grading Without a Permit) Case No. CV 08-04127 located at 41876 Hyde Road, Hemet; APN: 470-060-025, 3rd District.

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is Continued off calendar.

Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on December 7, 2010 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: December 7, 2010
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: *Kecia Harper-Ihem* Deputy

AGENDA NO.
9.4

xc: Co. Co.

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

810B



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
November 23 2010

SUBJECT: Abatement of Public Nuisance [Grading Without a Permit]
Case No: CV 08-04127 (BERNAL)
Subject Property: 41876 Hyde Road, Hemet; APN: 470-060-025
District: 3

RECOMMENDED MOTION: Move that:

1. The grading without permits on the real property located at 41876 Hyde Road, Hemet, Riverside County, California, APN: 470-060-025 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which prohibits grading of more than fifty (50) cubic yards without a grading permit.
2. That a five (5) year hold on the issuance of building permits and land use approvals be placed on the property.

Departmental Concurrence

(Continued)

[Signature]
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:

[Signature]
Jennifer L. Sargent

County Executive Office Signature

- Policy
- Consent
- Policy
- Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | District: 3 | Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

9.4

3. Owner, Jill M. Bernal, or whoever has possession and control of the subject real property, be directed to restore the unpermitted grading so as to prevent offsite drainage and slope erosion on the property within ninety (90) days.
4. If the owner or whoever has possession or control of the real property does not take the above described actions within ninety (90) days of the date of the mailing and posting of the Board's Order to Abate, that representatives of the Code Enforcement Department are authorized to obtain the services of a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, to restore the property so as to prevent offsite drainage and slope erosion.
5. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance Nos. 725.
6. That upon the restoration of the property, so as to prevent offsite drainage and slope erosion, and payment of all abatement costs assessed against the property, the five (5) year hold on the issuance of building permits and land use approvals will be lifted.
7. County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the grading without a permit on the real property is declared to be in violation of Riverside County Ordinance No. 457 and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

BACKGROUND:

1. An inspection was made of the subject property by the Code Enforcement Officer on May 13, 2008. The inspection revealed a hillside that had been graded and cleared to accommodate a new road in violation of Riverside County Ordinance No. 457 (RCC Title 15). The Officer measured approximately sixty four (64) cubic yards of dirt has been graded. A search of Riverside County records indicates that no permit for grading has been obtained.
2. Follow-up inspections on June 25, 2008, July 15, 2009, December 10, 2009, January 13, 2010, March 3, 2010, March 9, 2010, August 5, 2010, September 13, 2010, October 22, 2010 and November 16, 2010, revealed that the property continues to be in violation of Riverside County Ordinance No. 457.
3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for grading without a permit.

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

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 08-04127
4 [GRADING WITHOUT PERMITS] APN: 470-)
5 060-025, 41876 HYDE ROAD, HEMET,) DECLARATION OF OFFICER
6 COUNTY OF RIVERSIDE, STATE OF) MARK MANDEL
7 CALIFORNIA; JILL M. BERNAL, OWNER.)
8) [R.C.O. Nos. 457 (RCC Title 15) and 725
9) (RCC Title 1) and Board of Supervisors Policy
10) F-6]
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8 I, Mark Mandel, declare that the facts set forth below are personally known to me except to the
9 extent that certain information is based on information and belief that I believe to be true, and if called
10 as a witness, I could and would competently testify thereto under oath:

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

14 2. I am informed and believe and thereon allege that on May 13, 2008, Code Enforcement
15 Officer Ross conducted an initial inspection of the real property described as 41876 Hyde Road, Hemet,
16 Riverside County, California and further described as Assessor's Parcel Number 470-060-025
17 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map
18 indicating the location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein by
19 reference.

20 3. A review of County records and documents disclosed that THE PROPERTY is owned by
21 Jill M. Bernal (hereinafter referred to as "OWNER"). A certified copy of the County Equalized
22 Assessment Roll for the year 2009-2010 and a copy of the County Geographic Information System
23 ("GIS") report is attached hereto and incorporated herein by reference as Exhibit "B."

24 4. Based upon the Lot Book Report issued by RZ Title Service on November 11, 2009 and
25 updated on October 20, 2010, it is determined that other parties potentially hold a legal interest in THE
26 PROPERTY, to wit: BNC Mortgage, Inc. and MERS. True and correct copies of the Lot Book Reports
27 are attached hereto and incorporated herein as Exhibit "C."

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1 5. I am informed and believe and based thereon allege that on May 13, 2008, Officer Ross
2 conducted an initial inspection of THE PROPERTY. THE PROPERTY was open and accessible and he
3 observed a hillside that had been graded and cleared to accommodate a new road. Officer Ross
4 measured the affected area and determined that sixty four (64) cubic yards had been graded. He
5 determined that THE PROPERTY constituted a public nuisance in violation of the provisions set forth
6 in Riverside County Ordinance (“RCO”) No 457, Section 4, Subdivision (J)(2), as codified in Riverside
7 County Code (“RCC”) Title 15. He personally served a copy of the Notice of Violation (RCO No. 457)
8 to OWNER and for which she signed.

9 6. A search of County records revealed that a grading permit had not been obtained for the
10 grading on THE PROPERTY.

11 7. On May 27, 2008 and June 3, 2008, Notices of Violation for Unapproved Grading and
12 Illegal Grading Notification letter were mailed to OWNER by certified mail, return receipt requested.
13 On June 3, 2008 and February 3, 2010, a Notice of Violation for Unapproved Grading was mailed to
14 INTERESTED PARTIES by certified mail, return receipt requested.

15 8. I am informed and believe and based thereon allege that on June 25, 2008, Officer Ross
16 returned to THE PROPERTY to conduct a follow up inspection. From the road right of way, Officer
17 Ross observed that the road had been widened and the dirt pile removed. Officer Ross returned to his
18 office and conducted a permit records search and found that a restoration permit had been obtained and
19 which subsequently became non-responsive and expired.

20 9. I am informed and believe and based thereon allege that on July 15, 2009, December 10,
21 2009, January 13, 2010, March 3, 2010 and August 5, 2010, Officer Pollard conducted follow up
22 inspections of THE PROPERTY. From the road right of way, during each inspection, he observed that
23 THE PROPERTY remained unchanged except for natural erosion and vegetation growth and in
24 violation of RCO No. 457. During the March 3, 2010 inspection, Senior Officer Sanders assisted
25 Officer Pollard in quantifying the amount of earth moved. Using the pacing method, he measured
26 approximately seventy one (71) cubic yards of dirt had been disturbed.

27 10. A site plan and photographs of the unapproved grading on THE PROPERTY are attached
28 hereto as Exhibit “D” and incorporated herein by reference.

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

3 12. Based upon my experience, knowledge and visual observations, it is my determination
4 that the conditions on THE PROPERTY are dangerous to the neighboring property owners and the
5 general public and is a public nuisance.

6 13. Based upon my experience, knowledge and visual observations, it is my determination
7 that the un-permitted grading on THE PROPERTY is in excess of fifty (50) cubic yards and was done
8 without a permit and is therefore in violation of Riverside County Ordinance No. 457 (RCC Title 15).
9 Under Riverside County Ordinance No. 725 (RCC Chapter 1.16), any condition caused, maintained or
10 permitted to exist in violation of any of the provisions of county land use ordinances, including
11 Riverside County Ordinance No. 457, is declared unlawful and a public nuisance that may be abated
12 consistent with the procedures provided for in Riverside County Ordinance No. 725, or in any other
13 manner provided by law.

14 14. A Notice of Non-Compliance was recorded in the Office of the County Recorder, County
15 of Riverside, State of California, on November 4, 2009, as Instrument Number 2009-0572663. The
16 notice advised OWNER to immediately correct the grading violation to avoid further action by the
17 County of Riverside, which may include remediation or restoration to abate the illegal grading or other
18 remedies available to the department by a court of competent jurisdiction. The notice further advised
19 that any costs incurred by the County may become a lien on THE PROPERTY. In addition, the notice
20 states RCO No. 457 allows for the Department of Building & Safety to place a five year flag on the
21 issuance of building permits and land use approvals for property that has been graded without approval
22 or permits. A true and correct copy of the Notice of Non-Compliance is attached hereto and
23 incorporated herein by reference as Exhibit "F".

24 15. I conducted subsequent inspections on October 22, 2010 and November 16, 2010 which
25 revealed that THE PROPERTY remained in violation of RCO No. 457 (RCC Title 15) due to the
26 grading without permits.

27 16. On November 10, 2010, the second notice – "Notice to Correct County Ordinance
28 Violations and Abate Public Nuisance" providing notification of the Board of Supervisors' hearing

1 scheduled for December 7, 2010, as required by Riverside County Ordinance No. 725, was mailed to
2 OWNER and INTERESTED PARTIES by certified mail, return receipt requested and on November 16,
3 2010 was posted on THE PROPERTY. True and correct copies of the notice, returned receipt cards,
4 together with the proof of service, and the affidavit of posting of notices are attached hereto as Exhibit
5 "G" and incorporated herein by reference.

6 17. The complete restoration or remediation of THE PROPERTY affected by the unapproved
7 grading is required to bring THE PROPERTY into compliance with RCO No. 457 (RCC Title 15).

8 18. Accordingly, the following findings and conclusions are recommended:

9 (a) the grading without permits on THE PROPERTY be deemed and declared a
10 public nuisance; and

11 (b) that a five year hold on the issuance of building permits and land use approvals be
12 placed on THE PROPERTY;

13 (c) the OWNER or whoever has possession or control of THE PROPERTY be
14 required to restore the unpermitted grading on THE PROPERTY so as to prevent offsite drainage and
15 slope erosion in accordance with the provisions of all applicable County ordinances, including but not
16 limited to RCO No. 457 (RCC Title 15) within ninety days of the Board's Order to Abate Nuisance;

17 (d) that if THE PROPERTY is not restored so as to prevent offsite drainage and slope
18 erosion within ninety days of the Board's Order to Abate Nuisance, the County will retain a county
19 approved contractor to reclaim THE PROPERTY so as to prevent offsite drainage and slope erosion;

20 (e) that upon restoration of THE PROPERTY, so as to prevent offsite drainage and
21 slope erosion, and payment of all abatement costs, the five year hold on the issuance of building permits
22 and land use approvals will be released; and

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1 (f) 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. 457
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 16th day of November, 2010 at Murrieta, California.

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10 MARK MANDEL
11 Code Enforcement Officer
12 Code Enforcement Department
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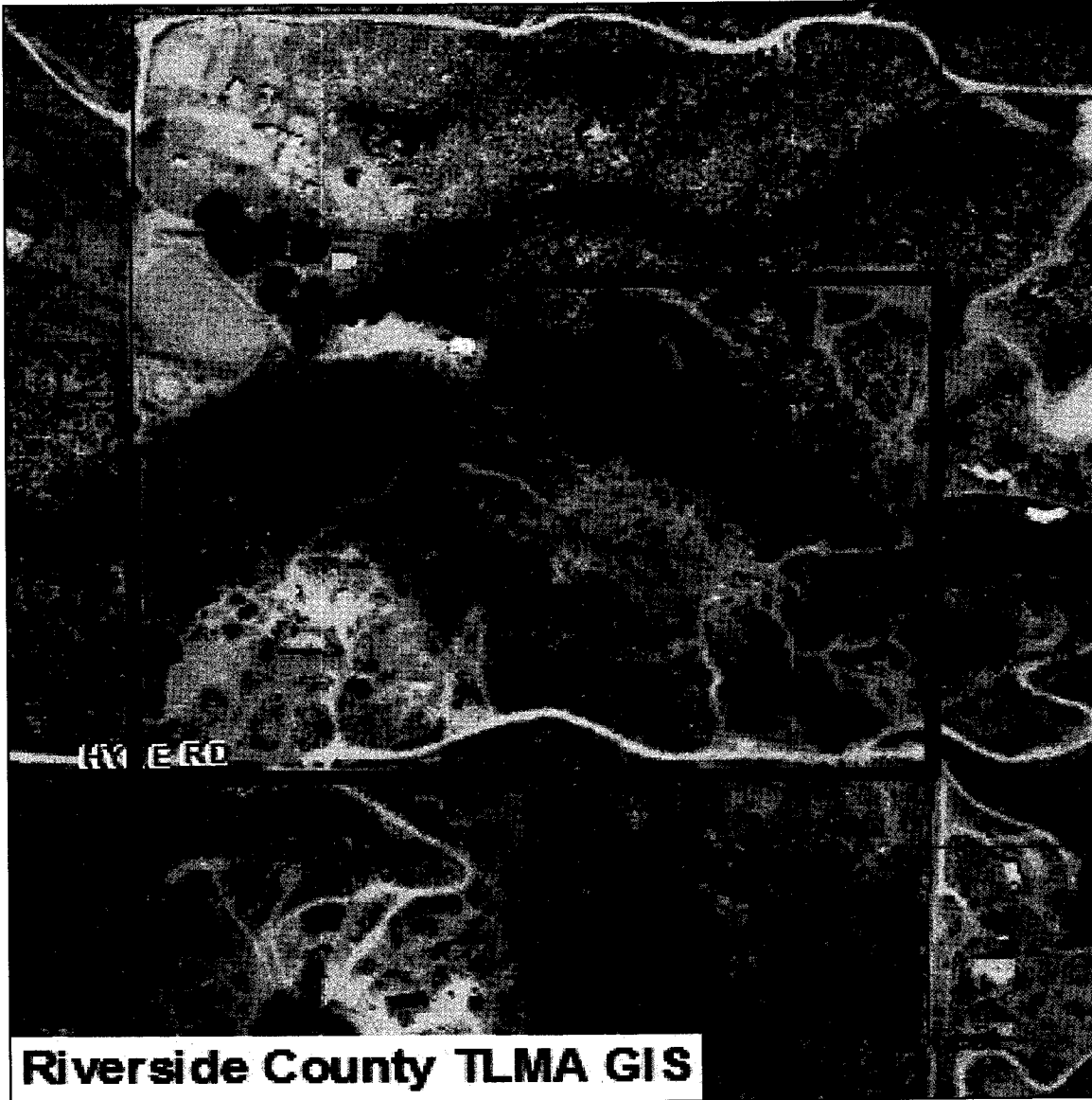
Assessment Roll For the 2010-2011 Tax Year as of January 1,2010

Assessment #470060025-4		Parcel # 470060025-4	
Assessee:	BERNAL JILL M	Land	143,054
Mail Address:	41876 HYDE RD HEMET CA 92544	Structure	80,337
Real Property Use Code:	R1	Full Value	223,391
Base Year	2003	Homeowners' Exemption	7,000
Conveyance Number:	0206890	Total Net	216,391
Conveyance (mm/yy):	4/2002		
PUI:	R010012		
TRA:	71-012		
Taxability Code:	0-00		
ID Data:	Lot 6 RS 049/047		
Situs Address:	41876 HYDE RD HEMET CA 92544		

View Parcel Map

EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
470-060-025

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 WITH PERMITS REPORT

APNs

470-060-025-4

OWNER NAME / ADDRESS

JILL M BERNAL
41876 HYDE RD
HEMET, CA. 92544

MAILING ADDRESS

(SEE OWNER)
(SEE SITUS)

EXHIBIT NO. _____

B²

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: RS 49/47
SUBDIVISION NAME: NOT AVAILABLE
LOT/PARCEL: 6, BLOCK: NOT AVAILABLE
Por. TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 21.18 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 1525 SQFT., 3 BDRM/ 1.75 BATH, 1 STORY, DETACHED GARAGE(506 SQ. FT), CONST'D 1976 COMPOSITION, ROOF,
CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 871 GRID: F5, F6

CITY BOUNDARY/SPHERE

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

MARCH JOINT POWERS AUTHORITY

NOT IN THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT (ORD. 813)

JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE

T6SR1W SEC 13

ELEVATION RANGE

1984/2172 FEET

PREVIOUS APN

470-060-024

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
AG
RM

AREA PLAN (RCIP)

SAN JACINTO VALLEY

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

A-2-10

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

NOT IN A ZONING OVERLAY

AGRICULTURAL PRESERVE
NOT IN AN AGRICULTURE PRESERVE

REDEVELOPMENT AREAS
NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS
NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES
NOT IN AN AIRPORT COMPATIBILITY ZONE

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
0'

WRMSHCP CELL NUMBER
4825
4888

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

FIRE

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

FIRE RESPONSIBILITY AREAS
STATE RESPONSE AREA

DEVELOPMENT FEES

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

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

ROAD & BRIDGE DISTRICT
NOT IN A DISTRICT

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

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

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

SAN JACINTO VALLEY

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

NOT WITHIN A FEE AREA

DEVELOPMENT AGREEMENTS

NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY

NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

ROAD BOOK PAGE

123

CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS

NOT IN A CETAP CORRIDOR.

HYDROLOGY

FLOOD PLAIN REVIEW

NOT REQUIRED.

WATER DISTRICT

DATA NOT AVAILABLE

FLOOD CONTROL DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED

SAN JACINTO VALLEY

GEOLOGIC

FAULT ZONE

NOT IN A FAULT ZONE

FAULTS

NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL

NO POTENTIAL FOR LIQUEFACTION EXISTS

SUBSIDENCE

NOT IN A SUBSIDENCE AREA

PALEONTOLOGICAL SENSITIVITY

LOW POTENTIAL.

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

MISCELLANEOUS

SCHOOL DISTRICT

HEMET UNIFIED

DIAMOND VALLEY

COUNTY SERVICE AREA

NOT IN A COUNTY SERVICE AREA.

LIGHTING (ORD. 655)

ZONE B, 20.79 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

043304

TAX RATE AREAS

071-012

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- HEMET UNIFIED SCHOOL
- MT SAN JACINTO JUNIOR COLLEGE
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SAN JACINTO BASIN RESOURCE CONS
- SAN JACINTO VALLEY CEMETERY
- VALLEY HEALTH SYSTEM HOSP DIST
- VALLEY WIDE REC & PARK

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV0804127	ABATEMENT	May. 7, 2008

BUILDING PERMITS

Case #	Description	Status
BZ281255	TEMPORARY ELECTRICITY	FINAL
BZ275177	DWLG AND ATT GARAGE	CANCELED
BHR080192	GRADING RESTORATION ASSESSMENT CV0804127	NORESPNS
BZ275057	PLAN CHECK ON DWLG AND ATT GARAGE	FINAL

ENVIRONMENTAL HEALTH PERMITS

NO ENVIRONMENTAL PERMITS

PLANNING PERMITS

NO PLANNING PERMITS

REPORT PRINTED ON...Thu Jan 28 15:54:48 2010



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

Lot Book Report

Order Number: **22855**

Customer:

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

Order Date: 10/20/2010
 Dated as of: 10/13/2010
 County Name: Riverside

Attn: Brent Steele
 Reference: CV08-04127/Brenda Peeler
 IN RE: BERNAL, JILL M

FEE(s):
 Report: \$120.00

Property Address: 41876 Hyde Road
 Hemet CA 92544

Assessor's Parcel No. : 470-060-025-4

Assessments:

Land Value:	\$143,054.00
Improvement Value:	\$80,337.00
Exemption Value:	\$7,000.00
Total Value:	\$216,391.00

Tax Information

Property Taxes for the Fiscal Year	2010-2011
First Installment	\$1,213.95
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2010)
Second Installment	\$1,213.95
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2011)

EXHIBIT NO. C



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

Order Number: 22855

Reference: CV08-04127/Bren

Property Vesting

The last recorded document transferring title of said property

Dated	02/25/2002
Recorded	04/19/2002
Document No.	2002-206890
D.T.T.	\$207.90
Grantor	David Ray Hyde, as to an undivided one-half interest and Timothy Deane Hyde, as to an undivided one-half interest
Grantee	Jill M. Bernal, an unmarried woman

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	09/23/2005
Recorded	10/06/2005
Document No.	2005-0830033
Amount	\$250,001.00
Trustor	Jill M. Bernal, an unmarried woman
Trustee	T. D. Service Company
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for BNC Mortgage, Inc., a Delaware Corporation

Additional Information

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Jill M. Bernal
Case No.	CV08-04127
Recorded	06/19/2008
Document No.	2008-0336614



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

Order Number: 22855

Reference: CV08-04127/Bren

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Jill Bernal
Case No.	CV08-04127
Recorded	11/04/2009
Document No.	2009-0572663

Legal Description

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

THAT PORTION OF THE NORTH HALF OF FRACTIONAL SECTION 13, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 01° 15' 07" WEST, ON THE EASTERLY LINE OF SAID SECTION, 2002.56 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89° 29' 46" WEST ON THE NORTH LINE OF SAID SOUTH HALF, 1,240.37 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF;

THENCE NORTH 00° 58' 55" EAST ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND ON THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 1,998.27 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SECTION; THENCE SOUTH 89° 41' 22" EAST ON THE NORTH LINE OF SAID SECTION, 1,250.12 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PROPERTY BEING ALSO SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 47, PAGE(S) 2, OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THAT THE SOUTHERLY 667.52 FEET.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED IN DEED RECORDED APRIL 10, 1975 AS INSTRUMENT NO. 40473, OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH ONE-HALF OF FRACTIONAL SECTION 13, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE ALONG THE EASTERLY LINE THEREOF SOUTH 01° 15' 07" WEST 446.94 FEET; THENCE NORTH 89° 41' 22" WEST 648.01 FEET; THENCE SOUTH 0° 58' 55" WEST 303.09 FEET; THENCE NORTH 89° 41' 22" WEST 600.00 FEET TO A POINT IN THE WESTERLY LINE OF THE EASTERLY ONE-HALF OF THE NORTHEAST V* OF SAID SECTION 13; THENCE ALONG SAID WESTERLY LINE NORTH 0° 58' 55" EAST 750.00 FEET TO THE NORTHERLY LINE OF SAID SECTION 13; THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 41' 22" EAST 1,250.12 FEET TO THE POINT OF BEGINNING.

Lawyers Title Co.

RECORDING REQUESTED BY:
Realty America
AND WHEN RECORDED, MAIL TO:

Jill Bernal
41876 Hyde Road
Hemet, CA 92544

DOC # 2002-206890

04/19/2002 08:00A Fee:49.00
Page 1 of 5 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder



A	F

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GRANT
DEED

ASSESSOR'S PARCEL NO.: 470-060-026-4
TITLE ORDER NO.: 4025096.30
ESCROW NO.: 8074-AM

TRA: 071

The undersigned Grantor(s) declare that the DOCUMENT TRANSFER TAX IS:
\$ 207.90 County City
 computed on the full value of the interest of property conveyed, or
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
 OR transfer is EXEMPT from tax for the following reason:

49

T
YS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, David Ray Hyde, as to an undivided one-half interest and Timothy Deane Hyde, as to an undivided one-half interest

hereby GRANT(S) to Jill M. Bernal, An Unmarried Woman

all that real property situated in the Unincorporated area of Hemet, County of Riverside, State of CA, described as: AS PER EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

Dated February 25, 2002

State of California
County of Santa Clara

On March 12, 2002, Before me Judith M. Lococo
Personally appeared

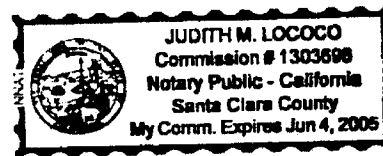
David Ray Hyde and Timothy Deane Hyde
Personally known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and 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.

David Ray Hyde
David Ray Hyde

Timothy Deane Hyde
Timothy Deane Hyde

WITNESS my hand and official seal

Judith M. Lococo
Signature



(This area for official notary seal)

MAIL TAX STATEMENTS TO:
Jill Bernal
41876 Hyde Road
Hemet, CA 92544

PENALTY OF PERJURY FOR NOTARY SEAL

(GOVERNMENT CODE 27361.7)

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

NAME OF NOTARY: LINDA E. LOCOCO

DATE COMMISSION EXPIRES: MARCH 12, 2005

COUNTY WHERE BOND IS FILED (if applicable): SANTA CLARA

STATE WHERE BOND IS FILED: CALIFORNIA

COMMISSION NUMBER (if applicable): 1294135

PLACE OF EXECUTION: SAN BERNARDINO, CALIFORNIA

DATE: April 19, 2002

SIGNATURE: _____



PRINT NAME: Scott A. Hoogerwerf



2002-206890
04/19/2002 08:09A
2 of 5

EXHIBIT "A"

That portion of the North half of Fractional Section 13, Township 6 South, Range 1 West, San Bernardino Meridian, in the County of RIVERSIDE, State of California, as shown by United States Government Survey, described as follows:

Beginning at the Northeast corner of said Section;

Thence South 01° 15' 07" West, on the Easterly line of said Section, 2002.56 feet to the Northeast corner of the South half of the Southeast quarter of the Northeast quarter of said Section;

Thence North 89° 29' 46" West on the North line of said South half, 1,240.37 feet to the Northwest corner of said South half;

Thence North 00° 58' 55" East on the West line of the Southeast quarter of the Northeast quarter and on the Westerly line of the Northeast quarter of the Northeast quarter, 1,998.27 feet, more or less, to a point on the North line of said Section;

Thence South 89° 41' 22" East on the North line of said Section, 1,250.12 feet, more or less, to the Point of Beginning.

Said property being also shown on Record of Survey on file in Book 47, page(s) 2, of Records of Survey, Riverside County Records.

Excepting therefrom that portion conveyed in Deed recorded March 2, 1972 as Instrument No. 27974, Official Records, and more particularly described as follows:

The Westerly 620.98 feet of the Southerly 667.52 feet of the following described property:

That portion of the North half of Fractional Section 13, Township 6 South, Range 1 West, San Bernardino Meridian, in the County of RIVERSIDE, State of California, as shown by United States Government Survey, described as follows:

Beginning at the Northeast corner of said Section;

Thence South 01° 15' 07" West, on the Easterly line of said Section, 2002.56 feet to the Northeast corner of the South half of the Southeast quarter of the Northeast quarter of said Section;

Thence North 89° 29' 46" West on the North line of said South half, 1,240.37 feet to the Northwest corner of said South half;

Thence North 00° 58' 55" East on the West line of the Southeast quarter of the Northeast quarter and on the Westerly line of the Northeast quarter of the Northeast quarter, 1,998.27 feet, more or less, to a point on the North line of said Section;

Thence South 89° 41' 22" East on the North line of said Section, 1,250.12 feet, more or less, to the Point of Beginning.



2002-206890
04/19/2002 08:00A
3 of 5

EXHIBIT "A" Continued

Said property being also shown on Record of Survey on file in Book 47, page(s) 2, of Records of Survey, Riverside County Records.

Also excepting therefrom that portion conveyed in Deed recorded March 2, 1972 as Instrument No. 27975, Official Records, and more particularly described as follows:

The Southerly 667.52 feet of the following described property:

That portion of the North half of Fractional Section 13, Township 6 South, Range 1 West, San Bernardino Meridian, in the County of RIVERSIDE, State of California, as shown by United States Government Survey, described as follows:

Beginning at the Northeast corner of said Section;

Thence South 01° 15' 07" West, on the Easterly line of said Section, 2002.56 feet to the Northeast corner of the South half of the Southeast quarter of the Northeast quarter of said Section;

Thence North 89° 29' 46" West on the North line of said South half, 1,240.37 feet to the Northwest corner of said South half;

Thence North 00° 58' 55" East on the West line of the Southeast quarter of the Northeast quarter and on the Westerly line of the Northeast quarter of the Northeast quarter, 1,998.27 feet, more or less, to a point on the North line of said Section;

Thence South 89° 41' 22" East on the North line of said Section, 1,250.12 feet, more or less, to the Point of Beginning.

Excepting therefrom the Westerly 620.98 feet thereof.

Said property being also shown on Record of Survey on file in Book 47, page(s) 2, of Records of Survey, Riverside County Records.

Also excepting therefrom that portion conveyed in Deed recorded April 10, 1975 as Instrument No. 40473, Official Records and more particularly described as follows:

That portion of the North one-half of Fractional Section 13, Township 6 South, Range 1 West, San Bernardino Meridian, in the County of RIVERSIDE, State of California, as shown by United States Government Survey, described as follows:

Beginning at the Northeast corner of said Section 13;

Thence along the Easterly line thereof South 01° 15' 07" West 446.94 feet;

Thence North 89° 41' 22" West 648.01 feet;

Thence South 0° 58' 55" West 303.09 feet;



2002-206890
04/19/2002 08:00A
4 of 5

EXHIBIT "A" Continued

Thence North 89° 41' 22" West 600.00 feet to a point in the Westerly line of the Easterly one-half of the Northeast ¼ of said Section 13;

Thence along said Westerly line North 0° 58' 55" East 750.00 feet to the Northerly line of said Section 13;

Thence along said Northerly line South 89° 41' 22" East 1,250.12 feet to the Point of Beginning.



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04/19/2002 08:00A
5 of 5

Southland Title Corporation

Recording Requested By:

DOC # 2005-0830033

10/06/2005 08:00A Fee:66.00

Page 1 of 20

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

Return To:

BNC MORTGAGE, INC.
P.O. BOX 19656
IRVINE, CA 92623-9656



Prepared By:

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AP# 470-060-025-4

[Space Above This Line for Recording Fees]

DEED OF TRUST

MIN100122200002052576

66



Loan No.: ANA018680

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 September 23, 2005 together with all Riders to this document.
- (B) "Borrower" is JILL M. BERNAL, AN UNMARRIED WOMAN.

Borrower's address is 41876 HYDE RD, HEMET AREA, CA 92544

Borrower is the trustor under this Security Instrument.

(C) "Lender" is BNC MORTGAGE, INC., A DELAWARE CORPORATION

Lender is a corporation organized and existing under the laws of Delaware

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

Form 3005 1/01

VMP -6A(CA) (0207)

Page 1 of 15

Initials: JB

VMP MORTGAGE FORMS - (800)521-7291

Public Record

Lender's address is P.O. BOX 19656, IRVINE, CA 92623-9656

(D) "Trustee" is T.D. SERVICE COMPANY

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

(F) "Note" means the promissory note signed by Borrower and dated September 23, 2005

The Note states that Borrower owes Lender two hundred fifty thousand one and 00/100

Dollars

(U.S. \$250,001.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2035

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of RIVERSIDE, CALIFORNIA :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HERETO AS EXHIBIT A.

Parcel ID Number: 470-060-025-4
41876 HYDE RD
HEMET AREA
("Property Address");

which currently has the address of

[Street]

[City], California 92544 [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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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

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

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

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

*For purchase loans only (this does not include refinance loans), borrower shall have a 90 day window period from the date of the "Notice of Interest Rate Change" to make a prepayment on Note without a prepayment penalty charge.

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

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

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

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

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

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

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

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

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

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

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

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

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

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 in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

_____ *Jill M. Bernal* (Seal)
JILL M. BERNAL -Borrower

_____ (Seal)
-Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

State of California
County of RIVERSIDE

} ss.

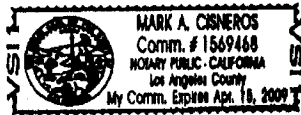
On SEP. 28, 2005

before me, MARK A. CISNEROS, NOTARY PUBLIC
personally appeared

JILL M. BERNAL

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

WITNESS my hand and official seal.



 (Seal)

Government Code 27361.7

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

Name of notary: MARK A. Cisneros

Commission no. 1569468

Date commission expires: April 15, 2009

County: Los Angeles

By: 

Date: 10-5-05

**ADJUSTABLE RATE RIDER
(LIBOR 6-Month Index - Rate Caps)**

THIS ADJUSTABLE RATE RIDER is made this **23rd day of September, 2005**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **BNC MORTGAGE, INC., A DELAWARE CORPORATION** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

41876 HYDE RD, HEMET AREA, CA 92544
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **6.150** %. The Note provides for changes in the interest rate and the monthly payments, as follows:

"4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **October, 2010**, and on that day every **6th** month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6-month U.S. dollar-denominated deposits in the London market based on quotations of major banks, as published in the "Money Rates" section of The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

Borrower Initials VB _____

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Five And 500/1000** percentage point(s) (**5.500** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **9.150** % or less than **6.150** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **ONE AND 00/100** percentage point(s) **1.00** % from the rate of interest I have been paying for the preceding **6** months. My interest rate will never be greater than **13.150** % or less than **6.150** %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Adjustable Rate Rider.

Jill M. Bernal (Seal) _____ (Seal)
JILL M. BERNAL -Borrower -Borrower

-Borrower (Seal) -Borrower (Seal)

-Borrower (Seal) -Borrower (Seal)

ADJUSTABLE RATE RIDER-LIBOR 6 MONTH INDEX-Single Family- Rev. 10/95
Page 2 of 2

Borrower Initials JB _____

H AD/RRZ

EXHIBIT "A"

That portion of the North Half of Fractional Section 13, Township 6 South, Range 1 West, San Bernardino Meridian, in the County of Riverside, State of California, as shown by United States Government Survey, described as follows:

Beginning at the Northeast corner of said Section; thence South 01° 15' 07" West, on the Easterly line of said Section, 2002.56 feet to the Northeast corner of the South Half of the Southeast Quarter of the Northeast Quarter of said Section; thence North 89° 29' 46" West on the North line of said South Half, 1,240.37 feet to the Northwest corner of said South Half; thence North 00° 58' 55" East on the West line of the Southeast Quarter of the Northeast Quarter and on the Westerly line of the Northeast Quarter of the Northeast Quarter, 1,998.27 feet, more or less, to a point on the North line of said Section; thence South 89° 41' 22" East on the North line of said Section, 1,250.12 feet, more or less, to the point of beginning.

Said property being also shown on Record of Survey on file in Book 47 Page 2 of Records of Survey, Riverside County Records.

Also Excepting therefrom that portion conveyed in Deed recorded March 2, 1972 as Instrument No. 27975, Official Records, and more particularly described as follows:

The Southerly 667.52 feet of the following described property:

That portion of the North Half of Fractional Section 13, Township 6 South, Range 1 West, San Bernardino Meridian, in the County of Riverside, State of California, as shown by United States Government Survey, described as follows:

Beginning at the Northeast corner of said Section; thence South 01° 15' 07" West, on the Easterly line of said Section, 2002.56 feet to the Northeast corner of the South Half of the Southeast Quarter of the Northeast Quarter of said Section; thence North 89° 29' 46" West on the North line of said South Half, 1,240.37 feet to the Northwest corner of said South Half; thence North 00° 58' 55" East on the West line of the Southeast Quarter of the Northeast Quarter and on the Westerly line of the Northeast Quarter of the Northeast Quarter, 1,998.27 feet, more or less, to a point on the North line of said Section; thence South 89° 41' 22" East on the North line of said Section, 1,250.12 feet, more or less, to the point of beginning.

Except therefrom the Westerly 620.98 feet thereof.

Said property being also shown on Record of Survey on file in Book 47 Page 2 of Records of Survey, Riverside County Records.

Also Excepting therefrom that portion conveyed in Deed recorded April 10, 1975 as Instrument No. 40473, Official Records, and more particularly described as follows:

That portion of the North Half of Fractional Section 13, Township 6 South, Range 1 West, San Bernardino Meridian, in the County of Riverside, State of California, as shown by United States Government Survey, described as follows:

ORDER NO. 25512992

Beginning at the Northeast corner of said Section 13; thence along the Easterly line thereof South 01° 15' 07" West 446.94 feet; thence North 89° 41' 22" West 648.01 feet; thence South 0° 58' 55" West 303.09 feet; thence North 89° 41' 22" West 600.00 feet to a point in the Westerly line of the Easterly One-Half of the Northeast ¼ of said Section 13; thence along said Westerly line North 0° 58' 55" East 750.00 feet to the Northerly line of said Section 13; thence along said Northerly line South 89° 41' 22" East 1,250.12 feet to the point of beginning.

When recorded please mail to:
Mail Stop# 5155

DOC # 2008-0336614

06/19/2008 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

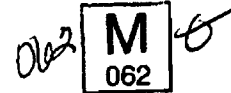


NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

In the matter of the Property of)

Jill M. Bernal)

Case No.: CV08-04127



NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457 (RCC Title 15.12) described as grading without approval from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 41876 Hyde Road, Hemet, CA and more particularly described as Assessment Parcel No. 470-060-025 and having a legal description of 21.18 Acres, M/L IN POR PAR 6 RS 049/047 with the requirements of Ordinance No.457, (RCC Title 15.12.020(J)(2)).

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

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

NOTICE IS FURTHER GIVEN that pursuant to Riverside County Ordinance 457.96 Section 4, Subdivision 3306.03, and upon order of the Board of Supervisors, any grading or clearing done in violation of this Ordinance shall be grounds for denying for five years all applications for building permits, use permits, subdivisions, changes of zones, specific plans, specific plan amendments, general plan amendments, and any other land development application proposed for the property in which the violation occurred.

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By:
Mark Slocum
Code Enforcement Department

ACKNOWLEDGEMENT

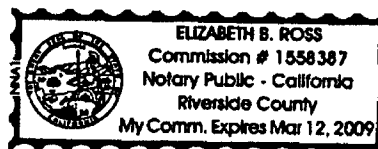
State of California)
County of Riverside)

On 06/10/08 before me, Elizabeth B. Ross, Notary Public, personally appeared Mark Slocum, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

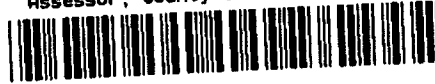
Commission # 1558387 Comm. Expires March 12, 2009



Public Record

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

DOC # 2009-0572663
11/04/2009 08:00A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



M
030

Q 030

NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

In the matter of the Property of

Case No.: CV08-04127

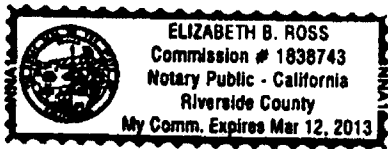
JILL BERNAL

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457 (RCC Title 15.12) described as grading without approval from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 41876 HYDE ROAD, HEMET, CA and more particularly described as Assessment Parcel No. 470-060-025 and having a legal description of 21.18 ACRES M/L IN POR PAR 6 RS 049/047 with the requirements of Ordinance No.457, (RCC Title 15.12.020(J)(2)).

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

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NOTICE IS FURTHER GIVEN that pursuant to Riverside County Ordinance 457.96 Section 4, Subdivision 3306.03, and upon order of the Board of Supervisors, any grading or clearing done in violation of this Ordinance shall be grounds for denying for five years all applications for building permits, use permits, subdivisions, changes of zones, specific plans, specific plan amendments, general plan amendments, and any other land development application proposed for the property in which the violation occurred.



COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By: Hector Viray
Hector Viray
Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)

On 10/29/09 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies); and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Elizabeth B. Ross
Commission # 1838743 Comm. Expires March 12, 2013

Public Record



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

Lot Book Report

Order Number: **20259**

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV08-04127/Anna Vasquez

IN RE: BERNAL, JILL

Order Date: 10/27/2009

Dated as of: 11/8/2009

County Name: Riverside

FEE(s):

Report: \$114.00

Property Address: 41876 Hyde Road

Hemet

CA 92544

Assessor's Parcel No. : 470-060-025-4

Assessments:

Land Value:	\$143,395.00
Improvement Value:	\$80,529.00
Exemption Value:	\$7,000.00
Total Value:	\$216,924.00

Tax Information

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$1,198.46
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2009)
Second Installment	\$1,198.46
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)



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

Order Number: 20259
Reference: CV08-04127/Anna

Property Vesting

The last recorded document transferring title of said property

Dated	02/25/2002
Recorded	04/19/2002
Document No.	2002-206890
D.T.T.	\$207.90
Grantor	David Ray Hyde, as to an undivided one-half interest and Timothy Deane Hyde, as to an undivided one-half interest
Grantee	Jill M. Bernal, an unmarried woman

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	09/23/2005
Recorded	10/06/2005
Document No.	2005-0830033
Amount	\$250,001.00
Trustor	Jill M. Bernal, an unmarried woman
Trustee	T. D. Service Company
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for BNC Mortgage, Inc., a Delaware Corporation

Additional Information

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Jill M. Bernal
Case No.	CV08-04127
Recorded	06/19/2008
Document No.	2008-0336614



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

Order Number: 20259
Reference: CV08-04127/Anna

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Jill Bernal
Case No.	CV08-04127
Recorded	11/04/2009
Document No.	2009-0572663

Legal Description

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

THAT PORTION OF THE NORTH HALF OF FRACTIONAL SECTION 13, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 01° 15' 07" WEST, ON THE EASTERLY LINE OF SAID SECTION, 2002.56 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89° 29' 46" WEST ON THE NORTH LINE OF SAID SOUTH HALF, 1,240.37 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF;

THENCE NORTH 00° 58' 55" EAST ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND ON THE WESTERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 1,998.27 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SECTION; THENCE SOUTH 89° 41' 22" EAST ON THE NORTH LINE OF SAID SECTION, 1,250.12 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PROPERTY BEING ALSO SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 47, PAGE(S) 2, OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THAT THE SOUTHERLY 667.52 FEET.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED IN DEED RECORDED APRIL 10, 1975 AS INSTRUMENT NO. 40473, OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH ONE-HALF OF FRACTIONAL SECTION 13, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE ALONG THE EASTERLY LINE THEREOF SOUTH 01° 15' 07" WEST 446.94 FEET; THENCE NORTH 89° 41' 22" WEST 648.01 FEET; THENCE SOUTH 0° 58' 55" WEST 303.09 FEET; THENCE NORTH 89° 41' 22" WEST 600.00 FEET TO A POINT IN THE WESTERLY LINE OF THE EASTERLY ONE-HALF OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE ALONG SAID WESTERLY LINE NORTH 0° 58' 55" EAST 750.00 FEET TO THE NORTHERLY LINE OF SAID SECTION 13; THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 41' 22" EAST 1,250.12 FEET TO THE POINT OF BEGINNING.



JOHN BOYD
DIRECTOR

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

39493 LOS ALAMOS ROAD
MURRIETA, CALIFORNIA 92563
(951) 600-6140 • FAX (951) 600-6190

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

CASES#: CV08-04127

PROPERTY SITUS: 41876 HYDE RD, HEMET CA 92544

A.P.N.: 470-060-025

DRAWN ON: 011310

DRAWN BY: K. ROSS

Provide North Arrow

REAR PROPERTY LINE

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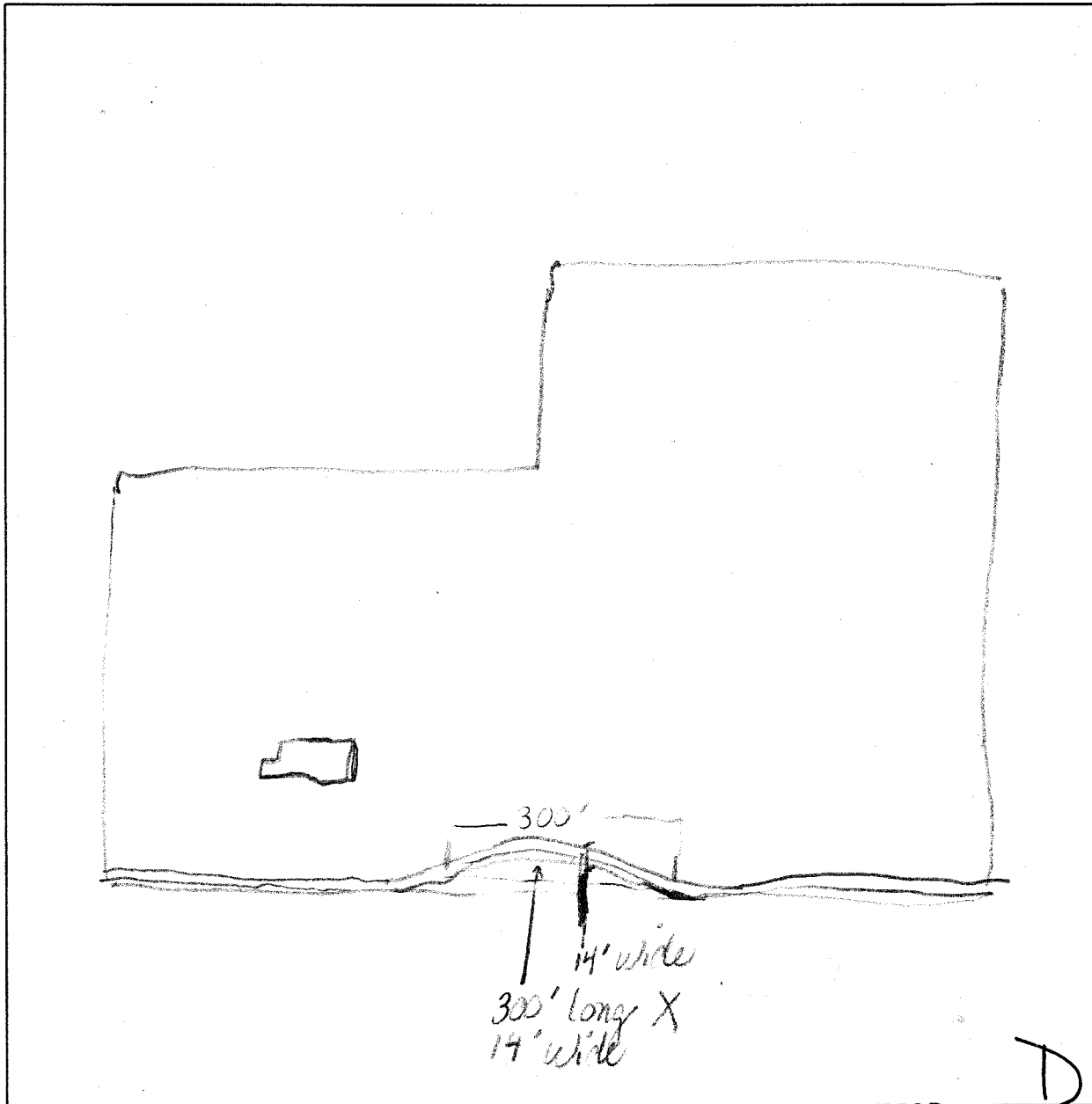


EXHIBIT NO.

NOT TO SCALE

FRONT PROPERTY LINE

HYDE ROAD

PHOTO EVIDENCE K. ROSS CASE # CV08-04127

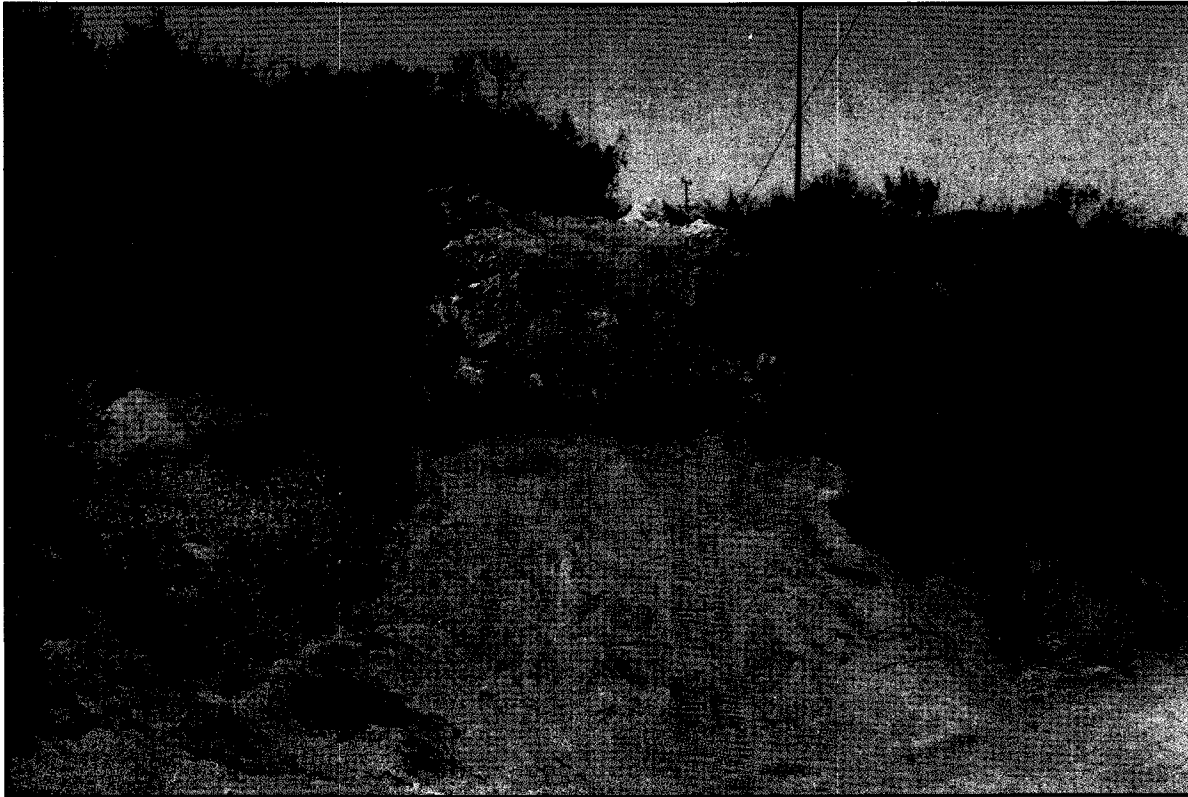


PHOTO #1 Alternate road cut/graded through hillside. 05/13/08



PHOTO #2 Culvert piping placed through the rock.

EXHIBIT NO. D²

PHOTO EVIDENCE K. ROSS CASE # CV08-04127



PHOTO #3 Culvert piping placed through the rock. 05/13/08



PHOTO #4 Alternate road cut through hillside on S side of property line.

EXHIBIT NO. D³

PHOTO EVIDENCE K. ROSS CASE # CV08-04127



PHOTO #5 Alternate road shot from highest point towards W. 05/13/08



PHOTO #6 Hillside cut into from grading process on alternate road.

EXHIBIT NO. D⁴

PHOTO EVIDENCE K. ROSS CASE # CV08-04127



PHOTO #7 Pile of dirt measuring 35' X 25' X 4'.



PHOTO #8 A side road cleared off of the alternate road.

EXHIBIT NO. _____

D⁵



PHOTO #9 Culvert coming through rocks. 05/13/08

NO OTHER PHOTOS.

EXHIBIT NO. D⁶

PHOTO EVIDENCE CEO B. Pollard #73 Case #CV08-04127



PHOTO #3 GWP



PHOTO #4 GWP

EXHIBIT NO. D⁸

Code Enforcement Case: CV0804127

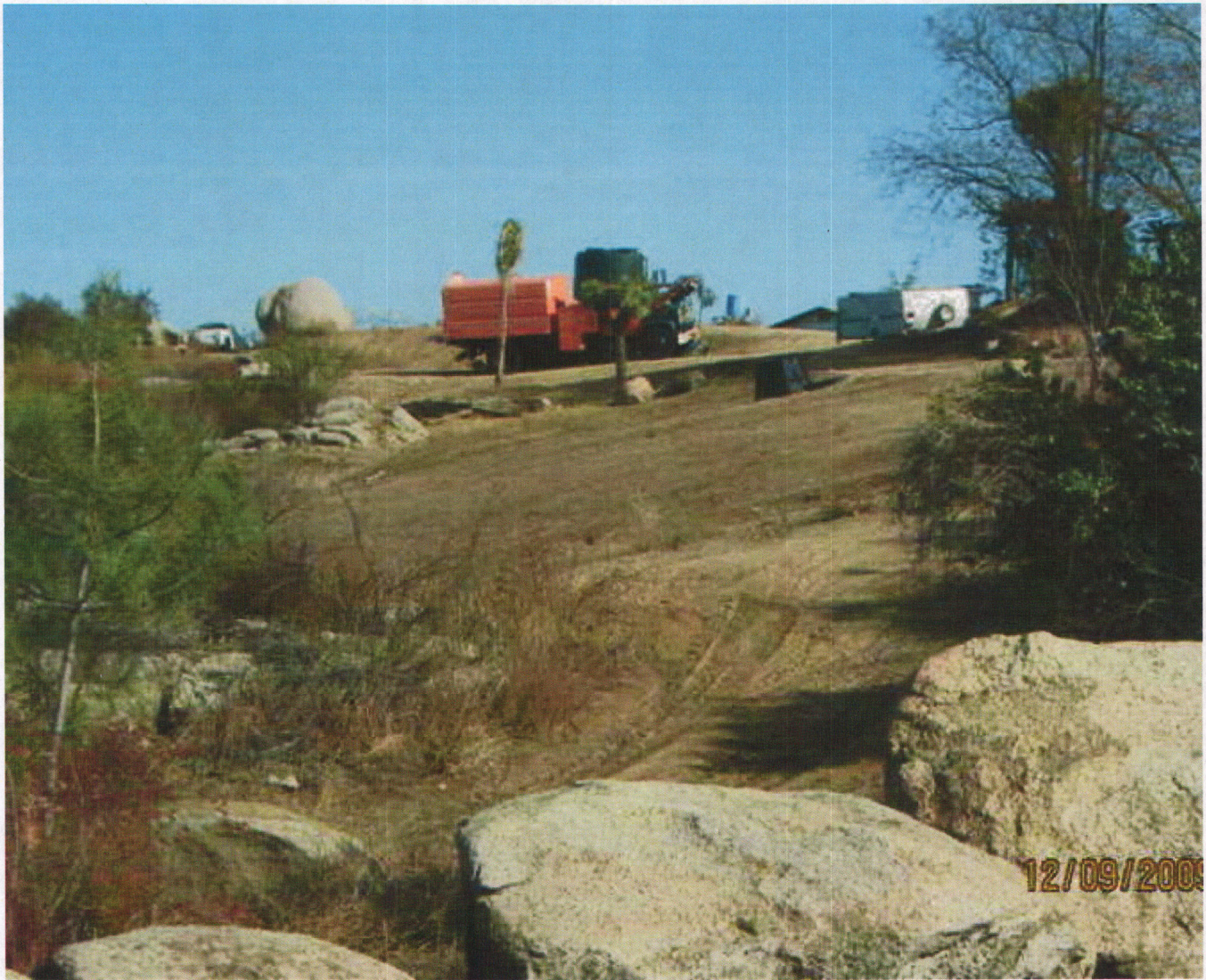
Printed on: 01/28/2010

Photographs



B POLLARD 110909 048.jpg - 12/09/2009

EXHIBIT NO. D⁹



B POLLARD 110909 042.jpg - 12/09/2009

EXHIBIT NO. D¹⁰



B POLLARD 110909 046.jpg - 12/09/2009

EXHIBIT NO. D¹¹

Code Enforcement Case: CV0804127

Printed on: 03/15/2010

Photographs



B POLLARD 030910 CWP-ROAD - 03/09/2010

EXHIBIT NO. DR



B POLLARD 030910 cwp-CUT INTO HILLSIDE - 03/09/2010

EXHIBIT NO. D^B



B POLLARD 030910 cwp-cut into hillside facing west - 03/09/2010

EXHIBIT NO. D¹⁴



EXHIBIT NO. D15

Photographs



B POLLARD 091310 GWP



B POLLARD 091310 GWP



B POLLARD 091310 GWP



B POLLARD 091310 GWP

EXHIBIT NO. D 16

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CV0804127
CASE NO.: _____ APN 470-060-025

THE PROPERTY AT 41876 Hyde Rd
WAS INSPECTED AT 2:35 am/pm ON 5/13/08
BY K. Ross #82

(Name of Inspector or Investigator/ Badge No.)

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

CODE RCC SECTION 15.12

Grading / Unapproved Grading

YOU ARE DIRECTED TO COMPLY WITH THIS NOTICE BY

Obtain a Restoration Assessment
From Dept of Bldg & Safety

IMMEDIATELY. A FOLLOW-UP INVESTIGATION WILL BE CONDUCTED
ON OR ABOUT 4/13/08. FAILURE TO COMPLY BY THIS DATE
COULD RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE
CITATION, AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR
THE ABATEMENT AND ENFORCEMENT COSTS.

PENALTY FOR FAILURE TO COMPLY

A FINE MAY BE ASSESSED AT THE RATE OF:

\$100 FOR EACH VIOLATION ON THE FIRST OFFENSE

\$200 FOR EACH VIOLATION ON THE SECOND OFFENSE

\$500 FOR EACH VIOLATION ON THE THIRD OFFENSE

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS
CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS
ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN
HOURLY RATE OF \$ 109.00 AS DETERMINED BY THE BOARD OF
SUPERVISORS. YOU WILL HAVE THE RIGHT TO OBJECT TO THESE
CHARGES BY FILING A REQUEST FOR HEARING WITH THE
DEPARTMENT OF BUILDING & SAFETY WITHIN TEN (10) DAYS OF
SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION
C. OF RIVERSIDE COUNTY CODE 1.16.080

K. Ross #82
SIGNATURE -INSPECTOR OR INVESTIGATOR

OFFICE LOCATIONS: (See Reverse Side)

RECEIVED BY:

Jill M. Bernal DATE: 5/13/08

EXHIBIT NO. E

PROOF OF PERSONAL SERVICE

Case No. CV08-04127

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Keith Ross, declare that I am a citizen of the United States and am employed by the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is County of Riverside, Code Enforcement Department, 39493 Los Alamos Road, Murrieta CA 92563.

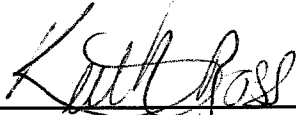
That on May 13, 2008, I served the following document: Notice of Violation for (RCC 15.12) Grading/unapproved Grading by placing a true copy thereof in the hand of Jill Bernal at the following address:

41876 Hyde Road
Hemet, CA 92544

XX BY PERSONAL SERVICE: I caused to be delivered such document by hand to the house of the addressee.

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

EXECUTED ON May 13, 2008, at Murrieta, California.



Signed: Keith Ross
Code Enforcement Officer II

EXHIBIT NO. _____

F²



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



George Johnson
Agency Director

Katherine Gifford
Director,
Administrative
Services Dept.

Ron Goldman
Director,
Planning
Department

Juan Perez
Director,
Transportation
Department

Nick Anderson
Director,
Building & Safety
Department

Jay E. Orr
Director,
Code Enforcement
Department

Carolyn Syms Luna
Director,
Environmental
Programs Dept.

Illegal Grading Notification Rev 12/04/07

On September 13, 2005 the Board of Supervisors adopted an amendment to Ordinance 457, which allows the Department of Building and Safety to place a five year hold on the issuance of building permits and land use approvals if that property is graded without permits. Any property owner aggrieved by this decision has the right to appeal to the Board of Supervisors.

You have been cited for grading without a permit, you are required to complete an "application to construct" and file for an hourly restoration assessment number. This can be done in any one of the three permit assistance centers listed at the bottom of this page. Once the number has been generated and payment made (**estimated cost \$3000 to \$7000**), you will be contacted by the Environmental Programs Department (EPD) or the Department of Building and Safety to set up your site assessment inspection. Once the site assessment has been completed you will be provided plan requirements in writing. You may be required to provide a Biological Restoration Plan and or Earthwork Restoration Plan. A brief description of each of these is provided below:

Biological Restoration Plan:

A biological restoration plan may be required which is prepared by a qualified biologist and is submitted to the County for review and approval. A biological restoration plan determines how to restore the site to its original state prior to disturbance. This plan may include a re-vegetation plan, an irrigation plan, a mitigation and monitoring plan, schedules and cost estimates for restoration. The level of detail that will be required will be determined through a site assessment conducted by the Environmental Programs Department.

Earthwork Restoration Plan:

The need for an Earthwork restoration Plan is based on the estimated volume of earthwork required to be moved on the site in order to effectively restore the site per the intent of County Ordinance 457.

If an Earthwork Plan is required, the plan shall be prepared by a registered civil engineer. All Riverside County Department of Building and Safety grading plan requirements are necessary to be incorporated into the Earthwork Plan. Plan requirements shall include the details necessary for earthwork movement, cut and fill slopes, property lines, water courses, the location of surface streets and all associated related information. The Earthwork Plan shall also contain standard notes for the accomplishment of the approved restoration effort. A civil engineer letter of certification of earthwork and a formal compaction report for fills of more than one foot may be required prior to final of the Earthwork Plan.

PROOF OF SERVICE BY MAIL
Case No. CV08-04127

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address 39493 Los Alamos Road, Murrieta, CA 92563.

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

That on the 27th day of May, 2008 I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION
GRADING WITHOUT PERMIT
RCC 15.12
And
ILLEGAL GRADING NOTIFICATION

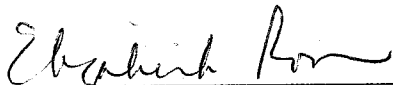
by depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

Jill M. Bernal
41876 Hyde Road
Hemet, CA 92544

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

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

Executed this 27th of May, 2008 at MURRIETA, CALIFORNIA.



Elizabeth Ross, Code Enforcement Aide

Article Number: 70071490000450190502

EXHIBIT NO. ES

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:

RECD JUN 09 2008

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Jill M. Bernal

- Agent
- Addressee

B. Received by (Printed Name)

Jill M. Bernal

C. Date of Delivery

- delivery address different from item 1? Yes
- If YES, enter delivery address below: No

**Jill M. Bernal
41876 Hyde Road
Hemet, CA 92544
cv08-04127 KR**

- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7007 1490 0004 5019 0502

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)**

For delivery information visit our website at www.usps.com

OFFICIAL USE

7007 1490 0004 5019 0502

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

Postmark
Here

**Jill M. Bernal
41876 Hyde Road
Hemet, CA 92544
cv08-04127 KR**

PS Form 3800, August 2006

See Reverse for Instructions

EXHIBIT NO. _____

E⁶



JAY E. ORR
DIRECTOR

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

39493 LOS ALAMOS RD., SUITE A
MURRIETA, CALIFORNIA 92563
(951) 600-6140 • FAX (951) 600-6190

JOHN BOYD
MICHAEL DAUBER
DEPUTY DIRECTORS

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

NOTICE OF VIOLATION
For
UNAPPROVED GRADING

June 03, 2008

Jill Bernal
41876 Hyde Road
Hemet, CA 92544

Re: Case No.: CV08-04127

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 41876 Hyde Road, Hemet, California, Assessor's Parcel Number 470-060-025, is in violation of Riverside County Ordinance 457 (RCC Title 15), relating to grading without approval by the Department of Building and Safety.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

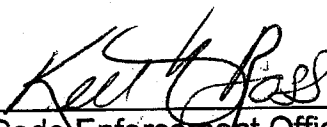
1. "Obtain a Restoration Assessment from the Dept. of Building & Safety and comply with the process and conditions".

YOU MUST COMPLY WITH THIS NOTICE NO LATER THAN JULY 03, 2008. FAILURE TO COMPLY WILL RESULT IN CRIMINAL, ADMINISTRATIVE, OR CIVIL ACTION BEING BROUGHT AGAINST YOU INCLUDING PENALTIES, RESTORATION, OR REMEDIATION OF THE ILLEGAL GRADING BY THE COUNTY AND ALL COSTS INCURRED BY THE COUNTY MAY BE IMPOSED AS A SPECIAL ASSESSMENT AND/ OR LIEN AGAINST THE PROPERTY.

NOTICE IS HEREBY GIVEN that Ordinance 457.96 Section 4, 3306.03 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. Any property owner aggrieved by this decision will have the right to appeal to the County of Riverside Board of Supervisors.

FURTHER NOTICE IS HEREBY GIVEN that a Notice of Non-Compliance will be recorded against the affected property.

FURTHER NOTICE IS HEREBY GIVEN that at the conclusion of this case you will receive a summary of administrative costs associated with the processing of this violation at an hourly rate of \$109.00 per hour as determined by the County of Riverside Board of Supervisors. You will have the right to object to these charges by filing a request for hearing with the Department of Building and Safety within 10 days of the service of the summary of charges pursuant to Section 1.16.080 of Riverside County Code.



Keith Ross, Code Enforcement Officer

EXHIBIT NO. E⁷



JAY E. ORR
DIRECTOR

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

39493 LOS ALAMOS RD., SUITE A
MURRIETA, CALIFORNIA 92563
(951) 600-6140 • FAX (951) 600-6190

JOHN BOYD
MICHAEL DAUBER
DEPUTY DIRECTORS
STEVE BLOOMQUIST
NEIL LINGLE
JAMES P. MONROE
TRACEY TOWNER
DIVISION MANAGERS

NOTICE OF VIOLATION
For
UNAPPROVED GRADING

June 03, 2008

BNC Mortgage, Inc.
Po Box 19656
Irvine, CA 92623-9656

Re: Case No.: CV08-04127

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 41876 Hyde Road, Hemet, California, Assessor's Parcel Number 470-060-025, is in violation of Riverside County Ordinance 457 (RCC Title 15), relating to grading without approval by the Department of Building and Safety.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

1. "Obtain a Restoration Assessment from the Dept. of Building & Safety and comply with the process and conditions".

YOU MUST COMPLY WITH THIS NOTICE NO LATER THAN JULY 03, 2008. FAILURE TO COMPLY WILL RESULT IN CRIMINAL, ADMINISTRATIVE, OR CIVIL ACTION BEING BROUGHT AGAINST YOU INCLUDING PENALTIES, RESTORATION, OR REMEDIATION OF THE ILLEGAL GRADING BY THE COUNTY AND ALL COSTS INCURRED BY THE COUNTY MAY BE IMPOSED AS A SPECIAL ASSESSMENT AND/ OR LIEN AGAINST THE PROPERTY.

NOTICE IS HEREBY GIVEN that Ordinance 457.96 Section 4, 3306.03 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. Any property owner aggrieved by this decision will have the right to appeal to the County of Riverside Board of Supervisors.

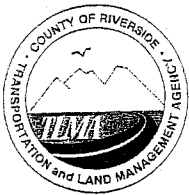
FURTHER NOTICE IS HEREBY GIVEN that a Notice of Non-Compliance will be recorded against the affected property.

FURTHER NOTICE IS HEREBY GIVEN that at the conclusion of this case you will receive a summary of administrative costs associated with the processing of this violation at an hourly rate of \$109.00 per hour as determined by the County of Riverside Board of Supervisors. You will have the right to object to these charges by filing a request for hearing with the Department of Building and Safety within 10 days of the service of the summary of charges pursuant to Section 1.16.080 of Riverside County Code.



Keith Ross, Code Enforcement Officer

EXHIBIT NO. E⁸



COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY



George Johnson
 Agency Director

Katherine Gifford
 Director,
 Administrative
 Services Dept.

Ron Goldman
 Director,
 Planning
 Department

Juan Perez
 Director,
 Transportation
 Department

Nick Anderson
 Director,
 Building & Safety
 Department

Jay E. Orr
 Director,
 Code Enforcement
 Department

Carolyn Syms Luna
 Director,
 Environmental
 Programs Dept.

Illegal Grading Notification
 Rev 12/04/07

On September 13, 2005 the Board of Supervisors adopted an amendment to Ordinance 457, which allows the Department of Building and Safety to place a five year hold on the issuance of building permits and land use approvals if that property is graded without permits. Any property owner aggrieved by this decision has the right to appeal to the Board of Supervisors.

You have been cited for grading without a permit, you are required to complete an "application to construct" and file for an hourly restoration assessment number. This can be done in any one of the three permit assistance centers listed at the bottom of this page. Once the number has been generated and payment made (**estimated cost \$3000 to \$7000**), you will be contacted by the Environmental Programs Department (EPD) or the Department of Building and Safety to set up your site assessment inspection. Once the site assessment has been completed you will be provided plan requirements in writing. You may be required to provide a Biological Restoration Plan and or Earthwork Restoration Plan. A brief description of each of these is provided below:

Biological Restoration Plan:

A biological restoration plan may be required which is prepared by a qualified biologist and is submitted to the County for review and approval. A biological restoration plan determines how to restore the site to its original state prior to disturbance. This plan may include a re-vegetation plan, an irrigation plan, a mitigation and monitoring plan, schedules and cost estimates for restoration. The level of detail that will be required will be determined through a site assessment conducted by the Environmental Programs Department.

Earthwork Restoration Plan:

The need for an Earthwork restoration Plan is based on the estimated volume of earthwork required to be moved on the site in order to effectively restore the site per the intent of County Ordinance 457.

If an Earthwork Plan is required, the plan shall be prepared by a registered civil engineer. All Riverside County Department of Building and Safety grading plan requirements are necessary to be incorporated into the Earthwork Plan. Plan requirements shall include the details necessary for earthwork movement, cut and fill slopes, property lines, water courses, the location of surface streets and all associated related information. The Earthwork Plan shall also contain standard notes for the accomplishment of the approved restoration effort. A civil engineer letter of certification of earthwork and a formal compaction report for fills of more than one foot may be required prior to final of the Earthwork Plan.

E⁹

PROOF OF SERVICE BY MAIL
Case No. CV08-04127

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address 39493 Los Alamos Road, Murrieta, CA 92563.

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

That on the 03 day of June, 2008 I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION
RCC 15.12
GRADING WITHOUT PERMIT
ILLEGAL GRADING NOTIFICATION

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

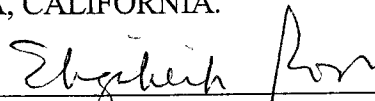
Jill Bernal
41876 Hyde Road
Hemet, CA 92544

BNC Mortgage, Inc.
Po Box 19656
Irvine, CA 92623-9656

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

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

Executed this 3rd of June, 2008 at MURRIETA, CALIFORNIA.



Elizabeth Ross, Code Enforcement Aide

Article Number: 70071490000450191073, 70071490000450191080

EXHIBIT NO. _____

E¹⁰

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

REC'D JUN 09 2008

Jill Bernal
41876 Hyde Road
Hemet, CA 92544
CV08-04127 KR

COMPLETE THIS SECTION ON DELIVERY

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

- Mail Express Mail
 Return Receipt for Merchandise
 Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

7007 1490 0004 5019 1073

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

7007 1490 0004 5019 1073

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

Postmark
Here

Jill Bernal
41876 Hyde Road
Hemet, CA 92544
CV08-04127 KR

EXHIBIT NO. _____

E11

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:

BNC Mortgage, Inc.
Po Box 19656
Irvine, CA 92623-9656
CV08-04127 KR

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
 No
 If YES, enter delivery address below:

REC'D JUN 12 2008
PO BOX 19656
SCOTTSBLUFF, NE 69361

Mail Express Mail
 Return Receipt for Merchandise
 C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)

7007 1490 0004 5019 1080

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

7007 1490 0004 5019 1080

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

Postmark
Here

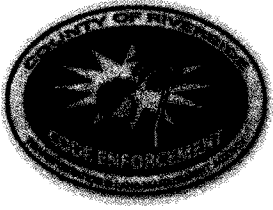
BNC Mortgage, Inc.
Po Box 19656
Irvine, CA 92623-9656
CV08-04127 KR

PS Form 3800, August 2006

See Reverse for Instructions

EXHIBIT NO. _____

E12



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

February 3, 2010

MERS
P.O. BOX 2026
FLINT, MI 48501-2026

RE CASE NO: CV0804127

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 41876 HYDE RD, HEMET California, Assessor's Parcel Number 470-060-025, is in violation of Section(s) RCC Section No. 15.12.020.J.2 (Ord. 457), of the Riverside County Code.

Said violation is described as:

- 1) 15.12.020.J.2 (Ord. 457) - No person shall conduct any grading or clearing of any kind without first obtaining a grading permit from the building official, except in accordance with the specific exemptions listed in Ord 348.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

- 1) Obtain a Restoration Assessment from the Department of Building & Safety and comply with the process and conditions.

COMPLIANCE MUST BE COMPLETED BY March 4, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

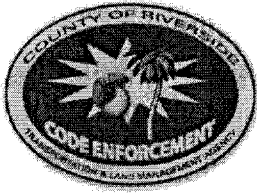
YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer II

EXHIBIT NO. _____

EB



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

PROOF OF SERVICE

Case No. CV0804127

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Anna Vasquez, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on February 3, 2010, I served the following documents(s):

NOTICE RE: Notice of Violation

by placing a true copy thereof enclosed in a sealed envelope(s) by **CERTIFIED MAIL, RETURN RECEIPT REQUESTED** address as follows:

MERS P.O. BOX 2026, FLINT, MI 48501-2026

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

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

EXECUTED ON February 3, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Anna Vasquez, Code Enforcement Aide

39493 LOS ALAMOS ROAD, SUITE #A, MURRIETA, CALIFORNIA 92563
(951) 600-6140 • FAX (951) 600-6190

EXHIBIT NO. _____

E 14



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Tony Carstens
Agency Director

Katherine Gifford
Director,
Administrative
Services Dept.

Ron Goldman
Director,
Planning
Department

George Johnson
Director,
Transportation
Department

Jim Miller
Director,
Building & Safety
Department

Jay E. Orr
Director,
Code Enforcement
Department

Carolyn Syms Luna
Director,
Environmental
Programs Dept.

Illegal Grading Notification Rev 12/04/07

On September 13, 2005 the Board of Supervisors adopted an amendment to Ordinance 457, which allows the Department of Building and Safety to place a five year hold on the issuance of building permits and land use approvals if that property is graded without permits. Any property owner aggrieved by this decision has the right to appeal to the Board of Supervisors.

You have been cited for grading without a permit, you are required to complete an "application to construct" and file for an hourly restoration assessment number. This can be done in any one of the three permit assistance centers listed at the bottom of this page. Once the number has been generated and payment made (**estimated cost \$3000 to \$7000**), you will be contacted by the Environmental Programs Department (EPD) or the Department of Building and Safety to set up your site assessment inspection. Once the site assessment has been completed you will be provided plan requirements in writing. You may be required to provide a Biological Restoration Plan and or Earthwork Restoration Plan. A brief description of each of these is provided below:

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A biological restoration plan may be required which is prepared by a qualified biologist and is submitted to the County for review and approval. A biological restoration plan determines how to restore the site to its original state prior to disturbance. This plan may include a re-vegetation plan, an irrigation plan, a mitigation and monitoring plan, schedules and cost estimates for restoration. The level of detail that will be required will be determined through a site assessment conducted by the Environmental Programs Department.

Earthwork Restoration Plan:

The need for an Earthwork restoration Plan is based on the estimated volume of earthwork required to be moved on the site in order to effectively restore the site per the intent of County Ordinance 457.

If an Earthwork Plan is required, the plan shall be prepared by a registered civil engineer. All Riverside County Department of Building and Safety grading plan requirements are necessary to be incorporated into the Earthwork Plan. Plan requirements shall include the details necessary for earthwork movement, cut and fill slopes, property lines, water courses, the location of surface streets and all associated related information. The Earthwork Plan shall also contain standard notes for the accomplishment of the approved restoration effort. A civil engineer letter of certification of earthwork and a formal compaction report for fills of more than one foot may be required prior to final of the Earthwork Plan.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature: <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>[Signature]</i> <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name): <i>[Name]</i> Date of Delivery: FEB 10 2006</p>
1. Article Addressed to:	D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:
<p>MERS P.O. BOX 2026 FLINT, MI 48501-2026 CV08-04127 / 470-0</p>	<p>3. Service Type: <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
2. Article Number (Transfer from service label)	7007 1490 0003 4245 6280
PS Form 3811, August 2001	Domestic Return Receipt 182595-02-M-1540

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$ _____ Certified Fee _____ Return Receipt Fee (Endorsement Required) _____ Restricted Delivery Fee (Endorsement Required) _____	Postmark Here
To: MERS Sent P.O. BOX 2026 FLINT, MI 48501-2026 CV08-04127 / 470-0 <i>17</i>	
PS Form 3800, August 2006	See Reverse for Instructions

EXHIBIT NO.

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

DOC # 2009-0572663

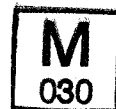
11/04/2009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



030

NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

In the matter of the Property of

Case No.: CV08-04127

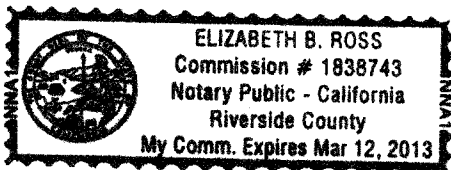
JILL BERNAL

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457 (RCC Title 15.12) described as grading without approval from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 41876 HYDE ROAD, HEMET, CA and more particularly described as Assessment Parcel No. 470-060-025 and having a legal description of 21.18 ACRES M/L IN POR PAR 6 RS 049/047 with the requirements of Ordinance No.457, (RCC Title 15.12.020(J)(2)).

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

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

NOTICE IS FURTHER GIVEN that pursuant to Riverside County Ordinance 457.96 Section 4, Subdivision 3306.03, and upon order of the Board of Supervisors, any grading or clearing done in violation of this Ordinance shall be grounds for denying for five years all applications for building permits, use permits, subdivisions, changes of zones, specific plans, specific plan amendments, general plan amendments, and any other land development application proposed for the property in which the violation occurred.



COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By: Hector Viray
Hector Viray
Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)

On 10/29/09 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Elizabeth B. Ross
Commission # 1838743 Comm. Expires March 12, 2013

EXHIBIT NO. F

PAMELA J. WALLS
County Counsel

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE



KATHERINE A. LIND
Assistant County Counsel

3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 951/955-6363

November 10, 2010

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

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

Case No.: CV 08-04127
APN: 470-060-025; BERNAL
Property: 41876 Hyde Road, Hemet

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as 41876 Hyde Road, Hemet, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 470-060-025.

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

SAID HEARING will be held on **Tuesday, December 7, 2010, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance No. 725 (RCC Title 1), will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

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

PAMALA J. WALLS
Riverside County Counsel



Alexandra Pong
Deputy County Counsel

EXHIBIT NO. 6



Track & Confirm

Search Results

Label/Receipt Number: 7010 0290 0002 1422 4152
Service(s): **Certified Mail™**
Status: **Delivered**

Your item was delivered at 6:54 am on November 17, 2010 in OCALA, FL 34478.

Track & Confirm

Enter Label/Receipt Number.

Go >

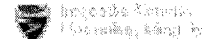
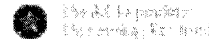
Detailed Results:

- **Delivered, November 17, 2010, 6:54 am, OCALA, FL 34478**
- **Forwarded, November 13, 2010, 10:36 am, FLINT, MI**
- **Arrival at Unit, November 13, 2010, 10:06 am, FLINT, MI 48502**

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)



7010 0290 0002 1422 4152

U.S. Postal Service	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54
Mailed 11/10/10	
Postmark Here	
Sent To	
Street, Apt or PO Box	MERS
City, State	PO BOX 2026 FLINT MI 48501
PS Form 3800, August 2006 See Reverse for Instructions	

EXHIBIT NO. 6³

PROOF OF SERVICE

Case No. CV 08-04127

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STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Brenda Peeler, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 3960 Orange Street, Suite 500, Riverside, California 92501.

That on November 10, 2010, I served the following document(s):

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

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

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

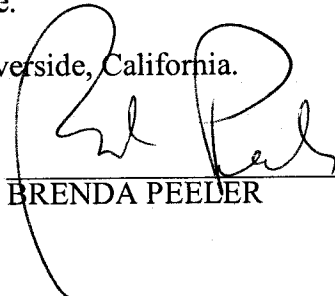
XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California,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

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

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

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

EXECUTED ON November 10, 2010, at Riverside, California.



BRENDA PEELER

EXHIBIT NO. 6-4



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

November 17, 2010

RE CASE NO: CV0804127

I, Mark Mandel, hereby declare:

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

That on 11/16/10 at 1:30 P.M., I securely and conspicuously posted Notice to Correct County Ordinance Violations and Abate Public Nuisance (Hearing notice) at the property described as:

Property Address: 41876 HYDE RD, HEMET

Assessor's Parcel Number: 470-060-025

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

Executed on November 17, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Mark F. Mandel

By: Mark Mandel, Code Enforcement Officer

EXHIBIT NO. 6⁵

6 min

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

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

SPEAKER'S NAME: DAN STALEH

Address: 41876 HYDE ROAD
(only if follow-up mail response requested)

City: HEMET **Zip:** 92544

Phone #: 951-201-4850

Date: 12/7/2010 **Agenda #** 9.4

PLEASE STATE YOUR POSITION BELOW:

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

Support **Oppose** **Neutral**

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

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

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

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

SPEAKER'S NAME: JILL BERNAL

Address: 41876 HYDE ROAD
(only if follow-up mail response requested)

City: HEMET **Zip:** 92544

Phone #: 951-591-4612

Date: 12/7/2010 **Agenda #** 9.4

PLEASE STATE YOUR POSITION BELOW:

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

Support Oppose Neutral

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

Support Oppose Neutral

I give my 3 minutes to: DAN STAICH

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ATTACHMENTS FILED
WITH
THE CLERK OF THE BOARD