

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



9.3

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding a Public Hearing on Abatement of Public Nuisance (Grading Without a Permit) Case No. CV 08-09482 located at 37550 Palomar View Circle Temecula; APN: 915-110-056, 3rd District.

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on January 11, 2011 of Supervisors Minutes.

(seal)

WITNESS my hand and the seal of the Board of Supervisors
Dated: January 11, 2011
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: Kalubogian Deputy

AGENDA NO.
9.3

xc: Co. Co.

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



121B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
December 23, 2010

SUBJECT: Abatement of Public Nuisance [Grading Without a Permit]
Case No. : CV 08-09482 (VELTRE)
Subject Property: 37550 Palomar View Circle, Temecula, APN: 915-110-056
District: Three

RECOMMENDED MOTION: Move that:

1. The grading without permits on the real property located at 37550 Palomar View Circle, Temecula, Riverside County, California, APN: 915-110-056 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.

(Continued)

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

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

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:

Jennifer L. Sargent
Jennifer L. Sargent

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

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

5011 700 -1 AH J:SS
RECEIVED RIVERSIDE COUNTY
CLERK OF THE BOARD OF SUPERVISORS

Prev. Agn. Ref: ATTACHMENTS FILED **District: 3** **Agenda Number:**

WITH THE CLERK OF THE BOARD

9.3

Abatement of Public Nuisance
Case No. CV 08-09482
37550 Palomar View Circle, Temecula
District: Three
Page 2

3. Owners, Michael Veltre and Vincent Veltre, Trustee of the M. G. Veltre Revocable Trust dated February 5, 2010, 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 by removing and disposing of the same from the real property within ninety (90) days.
4. If the owners or whoever has possession or control of the real property do 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 Code Enforcement Officers on September 2, 2009. The inspection revealed a graded secondary driveway in violation of Riverside County Ordinance No. 457 (RCC Title 15). The Officers measured approximately five hundred thirty (530) 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 October 27, 2009, December 9, 2009, January 13, 2010, April 8, 2010, May 3, 2010, June 25, 2010, August 17, 2010, November 3, 2010 and December 6, 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 08-09482
4 [GRADING WITHOUT PERMITS] APN: 915-)
5 110-056, 37550 PALOMAR VIEW CIRCLE,) DECLARATION OF OFFICER
6 TEMECULA, COUNTY OF RIVERSIDE, STATE) MARK MANDEL
7 OF CALIFORNIA; MICHAEL VELTRE AND)
8 VINCENT M. VELTRE, OWNERS.) [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 based thereon allege that on September 2, 2009, Senior
15 Code Enforcement Officer Sanders and Code Enforcement Officer Pollard conducted an initial
16 inspection of the real property described as 37550 Palomar View Circle, Temecula, Riverside County,
17 California and further described as Assessor's Parcel Number 915-110-056 (hereinafter referred to as
18 "THE PROPERTY"). A true and correct copy of a Thomas Brothers map indicating the location of
19 THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein by reference.

20 3. A review of County records and documents disclosed that THE PROPERTY is owned by
21 Michael Veltre and Vincent M. Veltre, Trustees of the M.G. Veltre Revocable Trust dated February 5,
22 2010 (hereinafter referred to as "OWNERS"). A certified copy of the County Equalized Assessment
23 Roll for the year 2009-2010 and a copy of the County Geographic Information System ("GIS") report is
24 attached hereto and incorporated herein by reference as Exhibit "B."

25 4. Based upon the Lot Book Report issued by RZ Title Service on January 21, 2010 and
26 updated on July 12, 2010, it is determined that other parties potentially hold a legal interest in THE
27 PROPERTY, to-wit: Mountain West Financial, Inc., MERS, Liberty Mutual Insurance Company and
28

1 Beneficial California, Inc. (“INTERESTED PARTIES”). A true and correct copy of the Lot Book
2 Report is attached hereto and incorporated herein as Exhibit “C.”

3 5. I am informed and believe and based thereon allege that on August 24, 2009, Officer
4 Pollard conducted a search of County records for a grading permit for an alleged grading violation and
5 did not find a grading permit for THE PROPERTY.

6 6. I am informed and believe and based thereon allege that on September 2, 2009, Officers
7 Sanders and Pollard conducted an initial inspection of THE PROPERTY. They were met by OWNER
8 Vincent Veltre and he granted them permission to inspect. Officer Pollard observed a secondary graded
9 driveway on THE PROPERTY. Officer Sanders measured the graded area and determined that
10 approximately five hundred thirty (530) cubic yards of dirt had been graded. Officer Pollard determined
11 that THE PROPERTY constituted a public nuisance in violation of the provisions set forth in Riverside
12 County Ordinance (“RCO”) No 457, Section 4, Subdivision (J)(2), as codified in Riverside County Code
13 (“RCC”) Title 15 and posted a Notice of Violation (RCO No. 457) to THE PROPERTY.

14 7. On September 8, 2009, a Notice of Violation for Unapproved Grading and Illegal
15 Grading Notification letter was mailed to OWNERS by certified mail, return receipt requested. The
16 notice advised that the property owner was required to provide complete restoration or remediation to
17 THE PROPERTY affected by the unapproved grading. The notice further advises that failure to bring
18 THE PROPERTY into compliance will result in criminal, administrative, or civil action being brought
19 against the owner including penalties, restoration, or remediation of the illegal grading by the County.
20 In addition, the notice states RCO No. 457 allows for the Department of Building & Safety to place a
21 five year flag on the issuance of building permits and land use approvals for property that has been
22 graded without approval or permits.

23 8. I am informed and believe and based thereon allege that on October 27, 2009, December
24 9, 2009, January 13, 2010, April 8, 2010, May 3, 2010, June 25, 2010, and August 17, 2010, Officer
25 Pollard conducted follow-up inspections of THE PROPERTY. From the road right of way, he observed
26 that THE PROPERTY remained in violation of RCO No. 457.

27 9. I am informed and believe and based thereon allege that on October 27, 2009, December
28 9, 2009, January 13, 2010, April 8, 2010, May 3, 2010, June 25, 2010 and August 17, 2010, Officer

1 Pollard conducted a search of County records for a grading permit and did not find any active or current
2 grading permits for THE PROPERTY.

3 10. On November 3, 2010, I conducted a follow up inspection of THE PROEPRTY from the
4 road right of way. I observed that the violation remains on THE PROPERTY.

5 11. On February 3, 2010 and March 9, 2010, a Notice of Violation was mailed to OWNERS
6 and on February 3, 2010 and February 16, 2010 was mailed to INTERESTED PARTIES by certified
7 mail, return receipt requested.

8 12. A site plan and photographs of the unapproved grading on THE PROPERTY are attached
9 hereto as Exhibit "D" and incorporated herein by reference.

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

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

15 15. The grading on THE PROPERTY is in excess of fifty (50) cubic yards and was done
16 without a permit and is therefore in violation of Riverside County Ordinance No. 457 (RCC Title 15).
17 Under Riverside County Ordinance No. 725 (RCC Chapter 1.16), any condition caused, maintained or
18 permitted to exist in violation of any of the provisions of county land use ordinances, including
19 Riverside County Ordinance No. 457, is declared unlawful and a public nuisance that may be abated
20 consistent with the procedures provided for in Riverside County Ordinance No. 725, or in any other
21 manner provided by law.

22 16. A Notice of Non-Compliance was recorded in the Office of the County Recorder, County
23 of Riverside, State of California, on September 11, 2009 as Instrument Number 2009-0474557, a true
24 and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F".

25 17. A review of County records revealed no application for an assessment permit or grading
26 permit on file for THE PROPERTY.

27 18. A subsequent inspection on December 6, 2010 revealed that THE PROPERTY remained
28 in violation of RCO No. 457 (RCC Title 15) due to the grading without permits.

1 19. On November 30, 2010, the second notice – “Notice to Correct County Ordinance
2 Violations and Abate Public Nuisance” providing notification of the Board of Supervisors’ hearing
3 scheduled for January 11, 2011, as required by Riverside County Ordinance No. 725, was mailed to
4 OWNERS and INTERESTED PARTIES by certified mail, return receipt requested and on December 6,
5 2010 was posted on THE PROPERTY. True and correct copies of the notice, returned receipt cards,
6 together with the proof of service, and the affidavit of posting of notices are attached hereto as Exhibit
7 “G” and incorporated herein by reference.

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

10 21. Accordingly, the following findings and conclusions are recommended:

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

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

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

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

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

25 ///
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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 6th day of December, 2010 at Murrieta, California.

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10 MARK MANDEL
11 Code Enforcement Officer
12 Code Enforcement Department
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931-955

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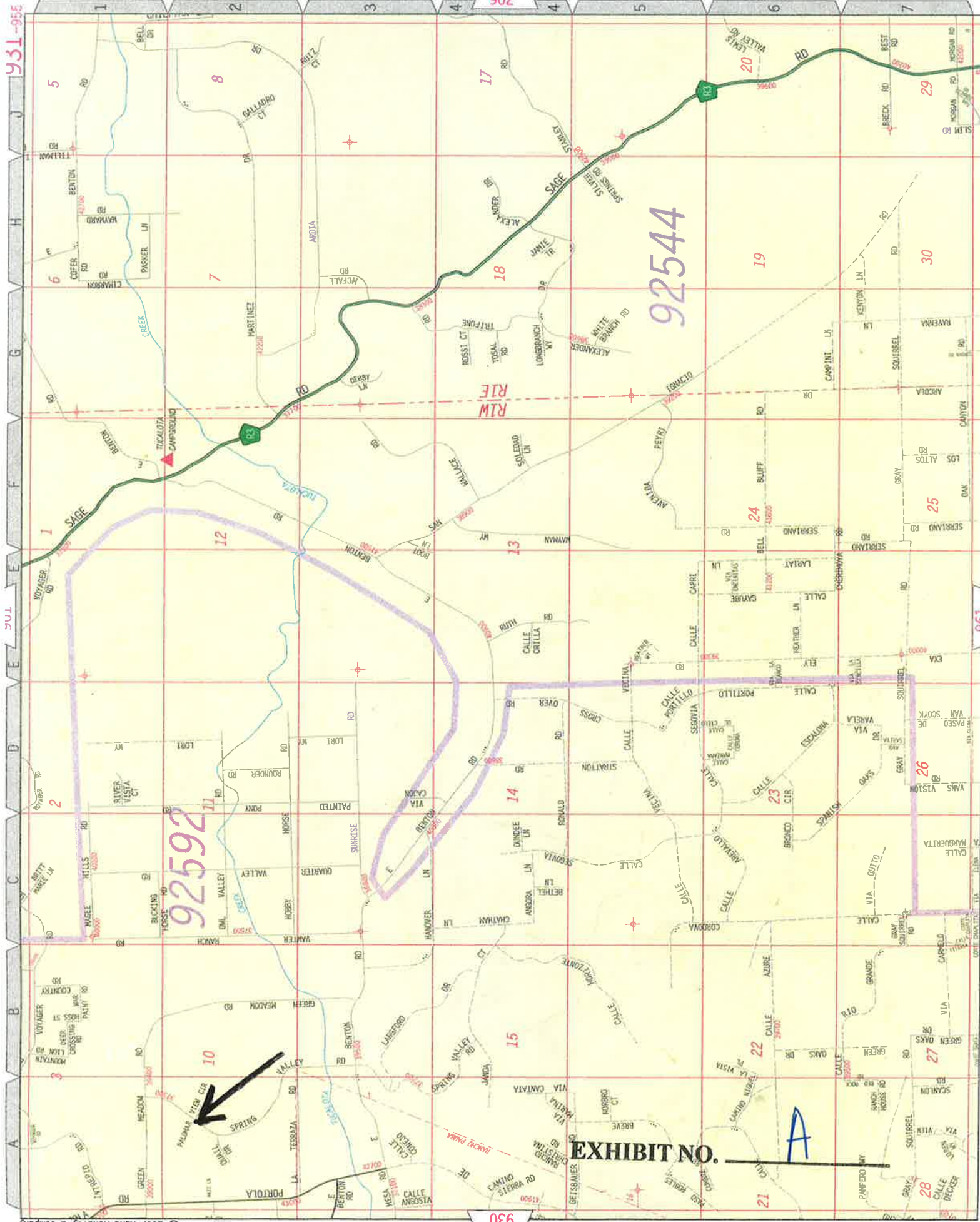


EXHIBIT NO.

A

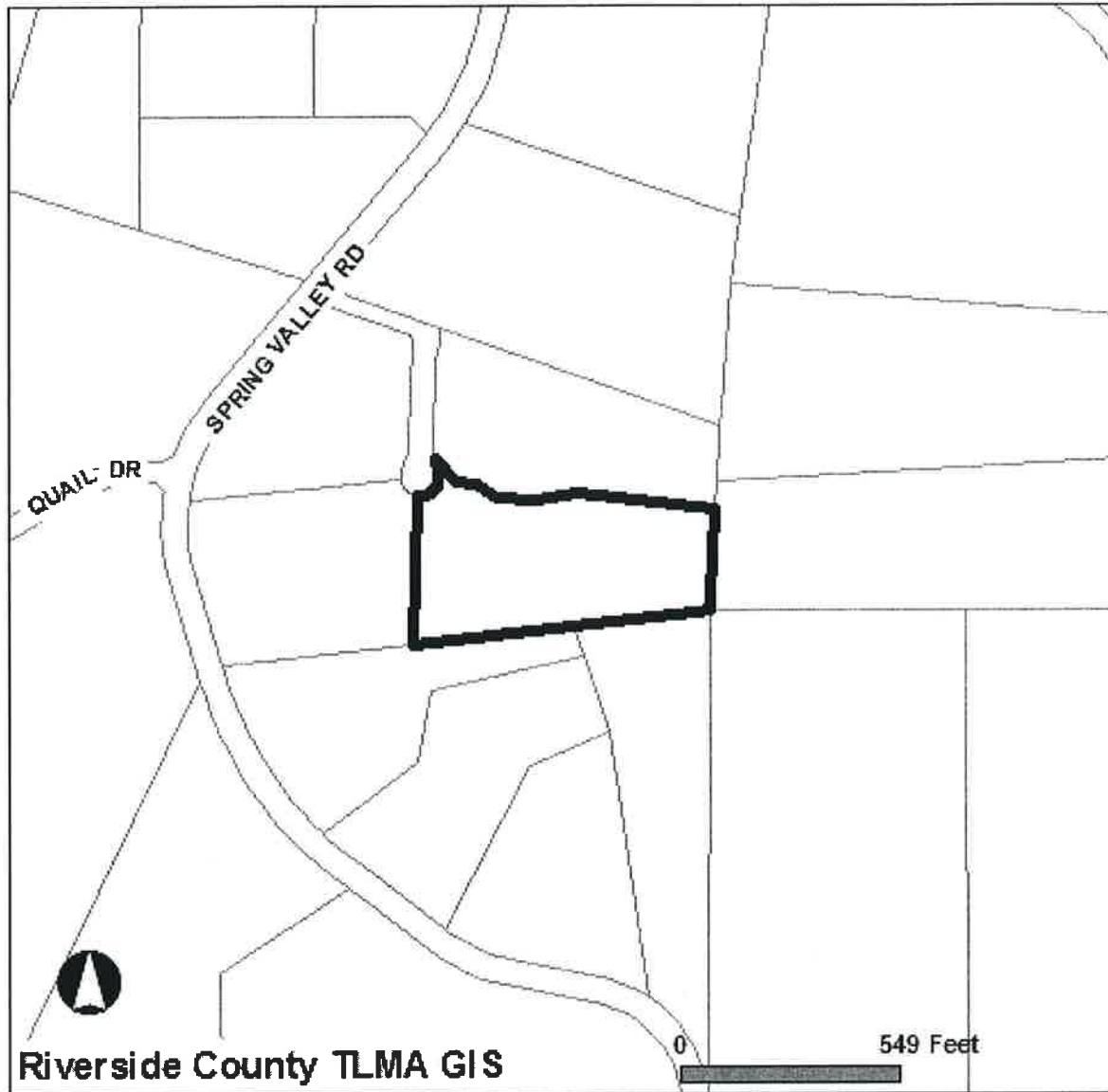
Assessment Roll For the 2009-2010 Tax Year as of January 1, 2009

Assessment #915110056-8		Parcel # 915110056-8	
Assessee:	VELTRE MICHAEL	Land	146,000
Mail Address:	37550 PALOMAR VIEW CIR TEMECULA CA 92592	Structure	219,000
Real Property Use Code:	MF	Full Value	365,000
Base Year	2009	Total Net	365,000
Conveyance Number:	0567032		
Conveyance (mm/yy):	10/2008		
PUI:	M020012		
TRA:	94-118		
Taxability Code:	0-00		
Assessment Description:	2004 SILVERCREST MANOR		
ID Data:	Lot 2 PM 183/083 PM 26005		
Situs Address:	37550 PALOMAR VIEW CIR TEMECULA CA 92592		

View Parcel Map

EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
915-110-056

IMPORTANT

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

STANDARD REPORT

APNs

915-110-056-8

OWNER NAME / ADDRESS

MICHAEL VELTRE
VINCENT VELTRE
37550 PALOMAR VIEW CIR
TEMECULA, CA. 92592

MAILING ADDRESS

(SEE OWNER)
37550 PALOMAR VIEW CIR
TEMECULA CA.. 92592

EXHIBIT NO. B²

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: PM 183/83
SUBDIVISION NAME: PM 26005
LOT/PARCEL: 4, BLOCK: NOT AVAILABLE
, Por. TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 5.18 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 2866 SQFT., 5 BDRM/ 4 BATH, 1 STORY, CONST'D 2004 COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 931 GRID: A2

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 JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT (ORD. 813)

JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE

T7SR1W SEC 10

ELEVATION RANGE

1952/2028 FEET

PREVIOUS APN

915-110-052

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
RR

AREA PLAN (RCIP)

SOUTHWEST AREA

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

R-A-5

ZONING DISTRICTS AND ZONING AREAS

RANCHO CALIFORNIA AREA

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS

NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS

NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES
NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA
NOT IN A CONSERVATION AREA**CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS**
NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA**WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP**
M**WRMSHCP CELL NUMBER**
5842
5843**HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)**
NONE**VEGETATION (2005)**
Chaparral
Developed/Disturbed Land

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 AREA**
STATE RESPONSIBILITY AREA

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)
NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA**WRMSHCP FEE AREA (ORD. 810)**
IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.**ROAD & BRIDGE DISTRICT**
NOT IN A DISTRICT**EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)**
NOT WITHIN THE EASTERN TUMF FEE AREA**WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)**
IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION.SOUTHWEST**DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)**
SOUTHWEST AREA**SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)**
NOT WITHIN AN SKR 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**
126**TRANSPORTATION AGREEMENTS**
NOT IN A TRANSPORTATION AGREEMENT

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

HYDROLOGY

FLOOD PLAIN REVIEW
NOT REQUIRED.**WATER DISTRICT**
EMWD**FLOOD CONTROL DISTRICT**
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT**WATERSHED**
SANTA MARGARITA

GEOLOGIC

FAULT ZONE
NOT IN A FAULT ZONE**FAULTS**
NOT WITHIN A 1/2 MILE OF A FAULT**LIQUEFACTION POTENTIAL**
NO POTENTIAL FOR LIQUEFACTION EXISTS**SUBSIDENCE**
NOT IN A SUBSIDENCE AREA**PALEONTOLOGICAL SENSITIVITY**
LOW POTENTIAL.
FOLLOWING A LITERATURE SEARCH, RECORDS CHECK AND A FIELD SURVEY, AREAS MAY BE DETERMINED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST AS HAVING LOW POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES SUBJECT TO ADVERSE IMPACTS.

MISCELLANEOUS

SCHOOL DISTRICT
TEMECULA VALLEY UNIFIED**COMMUNITIES**
SAGE**COUNTY SERVICE AREA**
NOT IN A COUNTY SERVICE AREA.**LIGHTING (ORD. 655)**
ZONE B, 16.59 MILES FROM MT. PALOMAR OBSERVATORY**2000 CENSUS TRACT**
043203**FARMLAND**
OTHER LANDS**TAX RATE AREAS**
094-118

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUNICIPAL WATER
- ELS MURRIETA ANZA RESOURCE CONS
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 7
- GENERAL
- GENERAL PURPOSE
- M W D EAST 21ST FR 1301021
- MT SAN JACINTO JUNIOR COLLEGE
- RIV CO REG PARK & OPEN SPACE

- RIV. CO. OFFICE OF EDUCATION
- TEMECULA UNIFIED
- TEMECULA UNIFIED B & I
- VALLEY WIDE REC & PARK

SPECIAL NOTES
NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV0809482	ABATEMENT	Nov. 6, 2008

REPORT PRINTED ON...Wed Jun 23 08:04:10 2010
Version 100412



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

Updated Lot Book

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street
 Riverside CA 92501

Attn: Brent Steele
 Reference: CV08-09482 / Brenda Peeler
 IN RE: VELTRE, MICHAEL

Order Number: **21643**

Order Date: 7/12/2010

Dated as of: 7/2/2010

County Name: Riverside

FEE(s):
 Report: \$57.00

Property Address: 37550 Palomar View Circle
 Temecula CA 92592

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

All exceptions are as follows:

Assessor's Parcel No. : 915-110-056-8

Assessments:	Land Value:	\$146,000.00
	Improvement Value:	\$219,000.00
	Exemption Value:	\$0.00
	Total Value:	\$365,000.00

Property Taxes for the Fiscal Year	2009-2010
Total Annual Tax	\$4,664.30
Status: Paid through	06/30/2010

The last recorded document transferring title of said property

Dated	02/05/2010
Recorded	02/18/2010
Document No.	2010-0075708
D.T.T.	\$0.00
Grantor	Michael Veltre
Grantee	Michael Veltre and Vincent M. Veltre, Trustee, of the M. G. Veltre Revocable Trust dated February 5, 2010



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

Order Number: 21643

Reference: CV08-09482 / Bre

Abstract of Judgment Filed in the	Superior Court of California, County of Los Angeles
Case No.	04E09148
Recorded	08/04/2005
Document No.	2005-0630949
Amount	\$11,414.76
Debtor	Vincent Veltre
Creditor	Liberty Mutual Insurance Co.

Abstract of Judgment Filed in the	Superior Court of California, County of Riverside, Temecula
Case No.	TEC081923
Recorded	06/24/2008
Document No.	2008-0344454
Amount	\$8,724.99
Debtor	Vincent M. Veltre
Creditor	Beneficial California Inc.



RECORDING REQUESTED BY

DOUGLAS L. EDGAR

AND WHEN RECORDED MAIL TO

LAW OFFICE OF D. L. EDGAR
 41185 Golden Gate Circle
 Suite 206
 Murrieta, CA 92562

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	(PCOF)	NCOR	SMF	NCHG	EXAM
T:							CTY	UNI	<i>del</i>

APN: 915-110-056-8

Space above line for Recorder's Use. NO TAX DUE.

By Declarant's Signature Below

MICHAEL VELTRE



QUITCLAIM DEED

Documentary transfer tax is NONE. Not pursuant to a sale. No consideration. This is a transfer into a revocable trust excludable from reassessment under Rev. & Tax Code Section 62.

Unincorporated area City of

For no consideration, **GRANTOR MICHAEL VELTRE** hereby **GRANTS TO MICHAEL VELTRE** and **VINCENT M. VELTRE**, trustees of the **M. G. VELTRE REVOCABLE TRUST** dated February 5, 2010, that real property in the unincorporated area of the County of Riverside, State of California, as more fully described in Exhibit A attached hereto and incorporated herein.

February 5, 2010

Michael Veltre
 MICHAEL VELTRE

STATE OF CALIFORNIA)
) ss
 COUNTY OF RIVERSIDE)

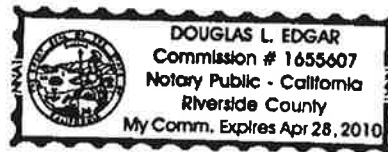
On February 5, 2010, before me, DOUGLAS L. EDGAR, a notary public, personally appeared MICHAEL VELTRE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person 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.

Douglas L. Edgar
 DOUGLAS L. EDGAR, Notary Public

(Seal)



Mail tax statements to: 37550 Palomar View Cir, Temecula, CA 92592.

Exhibit A

All that certain lot or parcel of land lying and being situated in the TEMECULA (AREA), State of California, as more particularly described as follows:

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 4576, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 26TH 2004 AS INSTRUMENT NO. 04-52142 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION OF PARCEL 2 AND PARCEL 4 OF PARCEL MAP 26005 AS FILED IN BOOK 183, PAGES 83 THROUGH 85 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2 AS SHOWN ON SAID PARCEL MAP, THENCE ALONG THE SOUTHERLY PROPERTY LINE SOUTH 83°42' 32" EAST 48.00 FEET; THENCE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 48.00 FEET WITH DELTA ANGLE 18°54' 43" LENGTH 15.04 FEET; THENCE NORTH 12° 37' 26" WEST 32.67 FEET; THENCE SOUTH 43°00' 59" EAST 71.27 FEET; THENCE NORTH 83°42' 32" WEST 56.84 FEET; THENCE SOUTH 47°22' 30" EAST 28.99 FEET; THENCE SOUTH 58°01' 25" EAST 33.80 FEET; THENCE SOUTH 86°02' 52" EAST 99.03 FEET; THENCE NORTH 80°50' 13" EAST 104.28; THENCE NORTH 83° 42' 32" WEST 340.65 FEET; THENCE SOUTH 03° 27' 48" WEST 233.00 FEET; THENCE SOUTH 83° 43' 49" WEST 742.00 FEET; THENCE NORTH 02°23' 23" EAST 395.00 FEET; TO THE POINT OF BEGINNING.

DOC # 2005-0630949

08/04/2005 08:00A Fee:15.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUEST BY
FIRESTEIN & FARRUGGIA

WHEN RECORDED MAIL TO
NAME FIRESTEIN & FARRUGGIA
MAILING ADDRESS 5900 Sepulveda Blvd.#550
CITY STATE ZIP CODE Van Nuys, CA 91411

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

16

ABSTRACT OF JUDGMENT - LASC Case No. 04E09148

LIBERTY MUTUAL vs. VINCENT VELTRE

11428 6/94

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) TEL NO.:
 Recording requested by and return to:
 Martin L. Firestein
 FIRESTEIN & FARRUGGIA
 5900 Sepulveda Boulevard, Suite 550
 Van Nuys, California 91411-2511

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 6230 Sylmar Avenue
 MAILING ADDRESS: 6230 Sylmar Avenue
 CITY AND ZIP CODE: Van Nuys, California 91401
 BRANCH NAME: Northwest District, Van

FOR RECORDER'S USE ONLY

PLAINTIFF: LIBERTY MUTUAL INSURANCE COMPANY

DEFENDANT: VINCENT VELTRE, and DOES 1 through 50, Incl

ABSTRACT OF JUDGMENT Amended

CASE NUMBER: 04E09148

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

Name and last known address
 Vincent Veltre
 39589 Country Mill Road
 Murrieta, CA 92562

b. Driver's license No. and state: B3954175 CA Unknown
 c. Social Security No.: 228-66-0594 Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): Vincent Veltre
 39589 Country Mill Rd, Murrieta, CA 92562

e. Original abstract recorded in this county:
 (1) Date:
 (2) Instrument No.:

f. Information on additional judgment debtors is shown on page two.

Date: June 21, 2005

(TYPE OR PRINT NAME)


 (SIGNATURE OF APPLICANT OR ATTORNEY)

REC'D NW JUN 22 2005

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

b. A certified copy of the judgment is attached

3. Judgment creditor (name and address):
 Liberty Mutual Insurance Co., c/o F & F
 5900 Sepulveda Blvd #550, Van Nuys, CA 91411

4. Judgment debtor (full name as it appears in judgment):
 Vincent Veltre

6. Total amount of judgment as entered or last renewed:
 \$ 11,414.76

7. An execution lien attachment lien

is endorsed on the judgment as follows:
 a. Amount: \$

b. in favor of (name and address):

5. a. Judgment entered on (date): 2/15/05
 b. Renewal entered on (date):

This abstract issued on (date):

JUL 01 2005

8. A stay of enforcement has

a. not been ordered by the court.

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

9. This judgment is an installment judgment.

JOHN A. CLARKE

Clerk, by



A Nazaryan
 Deputy



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

ANSWER RECORDS MAIL TO:
Eskanos & Adler, P.C.
2325 Clayton Road
Concord, Ca. 94520

DOC # 2008-0344454
06/24/2008 08:00A Fee:20.00
Page 1 of 3

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



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TRA:
DTT: Abstract of Judgment

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034

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

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

ACB 2288 AS4850 (Rev. 07/2003)

Public Record

MAR 24 2008

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Address, State Bar number, and telephone number):
 Recording requested by and return to:
 Eskanos & Adler, P.C. 800-364-9919
 Donald R Stebbins (SB# 83936)/Ann K. Merrill (SB# 236358)
 Stelios A. Harris (SB# 242116)/ Martin Hoffmann (SB# 248141)
 2325 Clayton Road, Concord, CA 94520
 File No. 096160-8 DESK:012

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

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

FOR RECORDER'S USE ONLY

PLAINTIFF: BENEFICIAL CALIFORNIA INC.
 DEFENDANT: VINCENT M. VELTRE, et al.,

CASE NUMBER:
 TEC081923

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:
 a. Judgment debtor's
 Name and last known address
 VINCENT M. VELTRE
 39589 COUNTRY MILL RD
 MURRIETA CA 92562
 b. Driver's license no. [last 4 digits] and state: Unknown
 c. Social security no. [last 4 digits]: 0594 Unknown
 d. Summons or notice of entry of sister state judgment was personally served or mailed to (name and address): VINCENT M. VELTRE
 39589 COUNTRY MILL RD
 MURRIETA CA 92562

2. Information on additional judgment debtors is shown on page 2.
 3. Judgment creditor (name and address):
 BENEFICIAL CALIFORNIA INC.
 c/o 2325 Clayton Road, Concord, Ca 94520
 Date: 02/22/08 Donald R. Stebbins/Ann K. Merrill
 Stelios A. Harris/Martin Hoffmann
 (TYPE OR PRINT NAME)

4. Information on additional judgment creditors is shown on page 2.
 5. Original abstract recorded in this county:
 a. Date:
 b. Instrument No.:
 (SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
 \$ 8,724.99
 7. All judgment creditors and debtors are listed on this abstract.
 8. a. Judgment entered on (date): 02/14/08
 b. Renewal entered on (date):
 9. This judgment is an installment judgment.

10. An execution lien attachment lien is endorsed on the judgment as follows:
 a. Amount: \$
 b. In favor of (name and address):
 11. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date):
 12. a. I certify that this is a true and correct abstract of the judgment entered in this action,
 b. A certified copy of the judgment is attached.



This abstract issued on (date):
MAY 06 2008

Clerk, by E. Ybanez, Deputy

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

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

file #:096160-8

Page 1 of 2
 Code of Civil Procedure, §§ 468, 480,
 674, 700, 190



Public Record

PLAINTIFF:	CASE NUMBER:
DEFENDANT:	

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

17. Name and last known address

[]

[]

[]

[]

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

Social security no. [last 4 digits]: Unknown

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

Social security no. [last 4 digits]: Unknown

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

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

18. Name and last known address

19. Name and last known address

[]

[]

[]

[]

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

Social security no. [last 4 digits]: Unknown

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

Social security no. [last 4 digits]: Unknown

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

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

20. Continued on Attachment 20.



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

Lot Book Report

Order Number: **21143**

Customer:

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

Order Date: 1/14/2010
 Dated as of: 1/21/2010
 County Name: Riverside

Attn: Brent Steele
 Reference: CV08-09482/Anna Vasquez
 IN RE: VELTRE, MICHAEL

FEE(s):
 Report: \$114.00

Property Address: 37550 Palomar View Cir.
 Temecula CA 92592

Assessor's Parcel No. : 915-110-056-8

Assessments:

Land Value:	\$146,000.00
Improvement Value:	\$219,000.00
Exemption Value:	\$0.00
Total Value:	\$365,000.00

Tax Information

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$2,332.15
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2009)
Second Installment	\$2,332.15
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: 21143
Reference: CV08-09482/Anna

Property Vesting

The last recorded document transferring title of said property

Dated	09/02/2008
Recorded	10/23/2008
Document No.	2008-0567032
D.T.T.	\$412.50
Grantor	Community Housing, Inc., a Nebraska Corporation
Grantee	Michael Veltre, a widower

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	10/16/2008
Recorded	10/23/2008
Document No.	2008-0567033
Amount	\$152,625.00
Trustor	Michael G. Veltre, a widower
Trustee	First American Title Insurance Company
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for Mountain West Financial, Inc.

Additional Information

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Michael Veltre
Case No.	CV08-09482
Recorded	09/11/2009
Document No.	CV08-09482



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

Order Number: 21143

Reference: CV08-09482/Anna

Legal Description

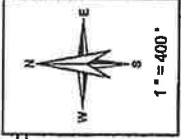
THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 4576, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 26TH 2004 AS INSTRUMENT NO. 04-52142 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION OF PARCEL 2 AND PARCEL 4 OF PARCEL MAP 26005 AS FILED IN BOOK 183, PAGES 83 THROUGH 85 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2 AS SHOWN ON SAID PARCEL MAP, THENCE ALONG THE SOUTHERLY PROPERTY LINE SOUTH 83° 42' 32" EAST 48.00 FEET; THENCE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 48.00 FEET WITH DELTA ANGLE 18° 54' 43" LENGTH 15.04 FEET; THENCE NORTH 12° 37' 26" WEST 32.67 FEET; THENCE SOUTH 43° 00' 59" EAST 71.27 FEET; THENCE NORTH 83° 42' 32" WEST 56.84 FEET; THENCE SOUTH 47° 22' 30" EAST 28.99 FEET; THENCE SOUTH 58° 01' 25" EAST 33.80 FEET; THENCE SOUTH 86° 02' 52" EAST 99.03 FEET; THENCE NORTH 80° 50' 13" EAST 104.28; THENCE NORTH 83° 42' 32" WEST 340.65 FEET; THENCE SOUTH 03° 27' 48" WEST 233.00 FEET; THENCE SOUTH 83° 43' 49" WEST 742.00 FEET; THENCE NORTH 02° 23' 23" EAST 395.00 FEET; TO THE POINT OF BEGINNING.

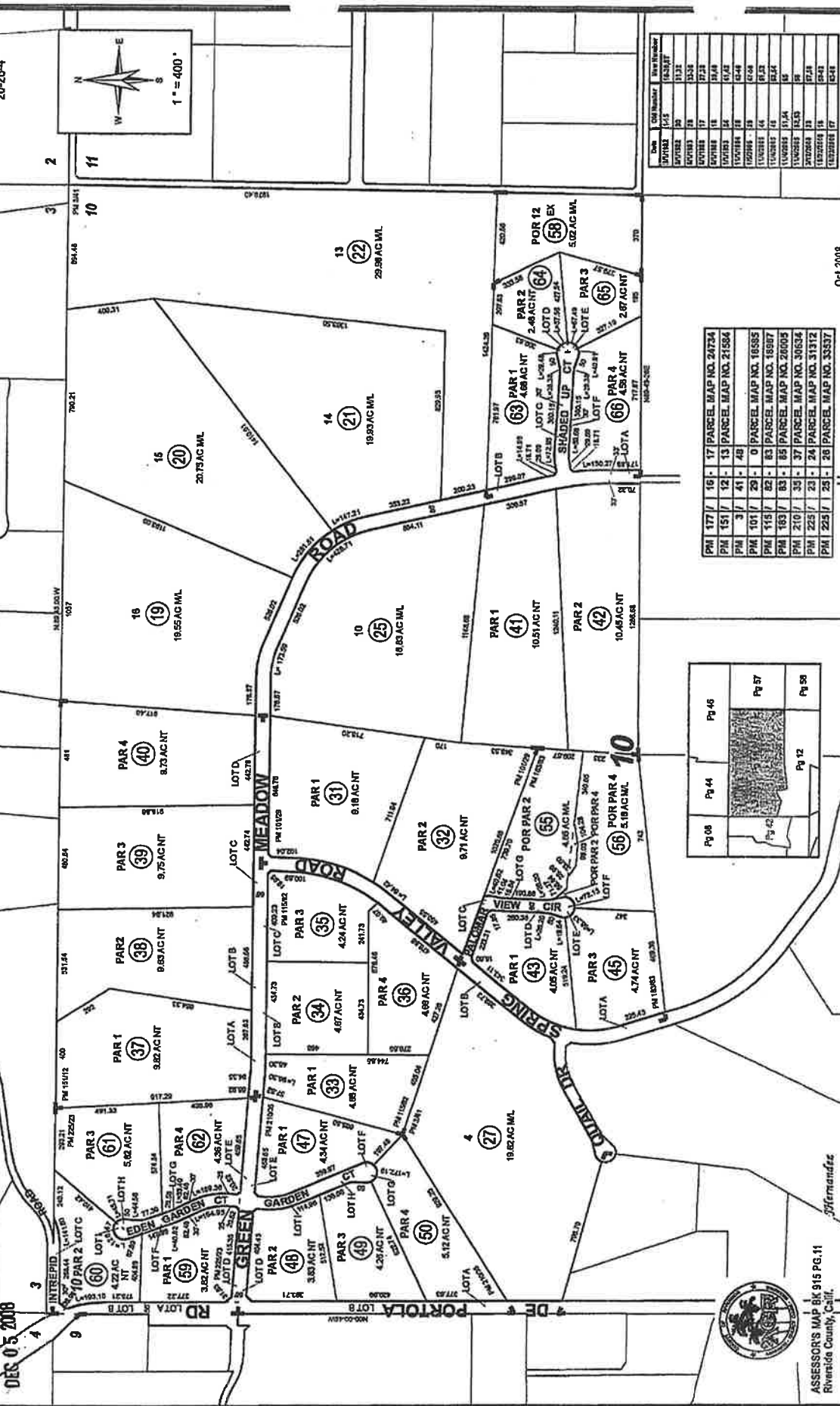
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T.R.A. 094-118

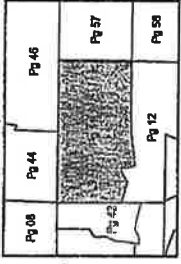
SEC. 10 T7S R1W

DEC 05 2008



Lot	Cont Number	Area Number
10	1-1	10-1
11	1-2	10-2
12	1-3	10-3
13	1-4	10-4
14	1-5	10-5
15	1-6	10-6
16	1-7	10-7
17	1-8	10-8
18	1-9	10-9
19	1-10	10-10
20	1-11	10-11
21	1-12	10-12
22	1-13	10-13
23	1-14	10-14
24	1-15	10-15
25	1-16	10-16
26	1-17	10-17
27	1-18	10-18
28	1-19	10-19
29	1-20	10-20
30	1-21	10-21
31	1-22	10-22
32	1-23	10-23
33	1-24	10-24
34	1-25	10-25
35	1-26	10-26
36	1-27	10-27
37	1-28	10-28
38	1-29	10-29
39	1-30	10-30
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43	1-34	10-34
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47	1-38	10-38
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61	1-52	10-52
62	1-53	10-53
63	1-54	10-54
64	1-55	10-55
65	1-56	10-56
66	1-57	10-57

PM 177 / 16 - 17	PARCEL MAP NO. 24724
PM 151 / 12 - 13	PARCEL MAP NO. 21584
PM 3 / 41 - 43	
PM 101 / 29 - 30	PARCEL MAP NO. 18585
PM 115 / 82 - 83	PARCEL MAP NO. 18907
PM 183 / 83 - 85	PARCEL MAP NO. 20005
PM 210 / 35 - 37	PARCEL MAP NO. 30634
PM 225 / 23 - 24	PARCEL MAP NO. 31372
PM 225 / 23 - 25	PARCEL MAP NO. 33337



Oct 2008



ASSESSOR'S MAP BK 915 PG. 11
Riverside County, Calif.

RECORDING REQUESTED BY:
 Landwood Title

AND WHEN RECORDED MAIL TO:

Mr. Michael Veltre
 37550 Palomar View Circle
 Temecula, CA 92592



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22

Title Order No.: 125517
 TRA# 094-118

GRANT DEED

Escrow No.: 16-009045-JS

T
044

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
 DOCUMENTARY TRANSFER TAX is \$ 412.50

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area City of AND

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

Community Housing, Inc., a Nebraska Corporation

hereby GRANT(s) to:

Michael Veltre , a Widower

the real property in the County of Riverside, State of California, described as:
 Portion of Parcels 2 and 4, of Parcel Map No. 28005 as shown by map on file in Book 183, Pages 83 to 85
 inclusive of Maps in the office of the County Recorder of Riverside County, California, as more fully described in
 Legal Description attached hereto and made a part hereof.

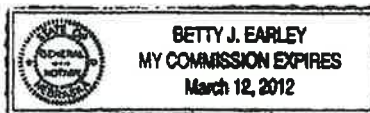
Also Known as: 37550 Palomar View Circle, Temecula, CA 92592
 AP#: 915-110-056-8

DATED September 2, 2008
 STATE OF ~~CALIFORNIA~~ Nebraska
 COUNTY OF PLATTE
 On Oct 5, 2008
 Before me, Betty Earley
 A Notary Public in and for said State, personally appeared
 Lyle Ernst, President

Community Housing, Inc., a Nebraska Corporation

By: Lyle Ernst
 William A. Gurry, President
 Lyle Ernst,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



Signature Betty Earley

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

ORDER NO.: 125517

LEGAL DESCRIPTION

All that certain lot or parcel of land lying and being situated in the TEMECULA (AREA), State of California, as more particularly described as follows:

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 4576, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 26TH 2004 AS INSTRUMENT NO. 04-52142 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2 AS SHOWN ON SAID PARCEL MAP, THENCE ALONG THE SOUTHERLY PROPERTY LINE SOUTH 83° 42' 32" EAST 48.00 FEET; THENCE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 48.00 FEET WITH DELTA ANGLE 18° 54' 43" LENGTH 15.04 FEET; THENCE NORTH 12° 37' 26" WEST 32.67 FEET; THENCE SOUTH 43° 00' 59" EAST 71.27 FEET; THENCE NORTH 83° 42' 32" WEST 56.84 FEET; THENCE SOUTH 47° 22' 30" EAST 28.99 FEET; THENCE SOUTH 58° 01' 25" EAST 33.80 FEET; THENCE SOUTH 86° 02' 52" EAST 99.03 FEET; THENCE NORTH 80° 50' 13" EAST 104.28; THENCE NORTH 83° 42' 32" WEST 340.65 FEET; THENCE SOUTH 03° 27' 48" WEST 233.00 FEET; THENCE SOUTH 83° 43' 49" WEST 742.00 FEET; THENCE NORTH 02° 23' 23" EAST 395.00 FEET; TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 915-110-056-8

Recording Requested By /
Return To:
MOUNTAIN WEST FINANCIAL INC.
1209 NEVADA ST. STE 200
REDLANDS, CA 92374
909-793-1500
ATTN: FUNDING DEPARTMENT

DOC # 2008-0567033
10/23/2008 08:00A Fee:56.00
Page 1 of 16
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



Prepared By:
CHRISTINA SMITH
MOUNTAIN WEST FINANCIAL, INC.
1209 NEVADA STREET, SUITE 200
REDLANDS, CA 92374
(909) 793-1500

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125517

DEED OF TRUST

56

VELTRE
Loan #: 02810119
PIN: 915-110-056-8
MIN: 100154600028101193
Case #: 048-4935015-703



THIS DEED OF TRUST ("Security Instrument") is made on OCTOBER 16, 2008. The trustor is MICHAEL G. VELTRE, A WIDOWER ("Borrower"). The trustee is FIRST AMERICAN TITLE INSURANCE COMPANY ("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of Post Office Box 2026, Flint, Michigan 48501-2026, telephone (888)679-MERS. MOUNTAIN WEST FINANCIAL, INC. ("Lender") is organized and existing under the laws of CA, and has an address of 1209 NEVADA STREET, SUITE 200 REDLANDS, CA 92374. Borrower owes Lender the principal sum of ONE HUNDRED FIFTY TWO THOUSAND SIX HUNDRED TWENTY FIVE Dollars (U.S. \$152,625.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2038. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 RIVERSIDE County, California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of 37550 PALOMAR VIEW CIRCLE, TEMECULA, California 92592 (herein "Property Address")

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

BORROWER COVENANTS that Borrower is lawfully seized 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 and Late Charges. Borrower shall include pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any



delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not exceed or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale of transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the property and Lenders rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.



9. Grounds for Acceleration of Debt.

- (a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341 (d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
- (i) All or part of the Property, or a beneficial interest in a trust owing all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property or small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment of additional security only. If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.



BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Michael G. Veltre by Vincent Veltre his attorney-in-fact 10/17/2008
BORROWER - MICHAEL G. VELTRE, BY VINCENT VELTRE HIS ATTORNEY-IN-FACT - DATE -

State of CALIFORNIA
County of RIVERSIDE }

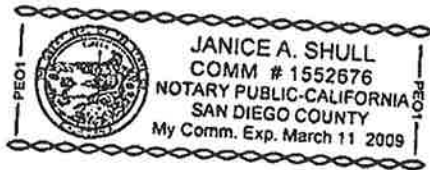
On OCTOBER 17, 2008 before me, JANICE A. SHULL, NOTARY PUBLIC,
(here insert name and title of the officer)
personally appeared

VINCENT VELTRE

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

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

WITNESS my hand and official seal.



Signature *Janice A. Shull* (Seal)



(To be recorded with Security Instrument)

**AFFIXATION AFFIDAVIT REGARDING
MANUFACTURED (AND FACTORY BUILT) HOME**

The State of **CALIFORNIA**)

VELTRE
Loan #: 02810119
MfN: 100154600028101193

County of **RIVERSIDE**)

Before me, the undersigned authority, on this day personally appeared **MICHAEL G. VELTRE, A WIDOWER** known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first dully sworn, did each on his/or her oath state as follows:

Description of Manufactured Home

<u>Used</u>	<u>2004</u>	<u>SILVERCREST</u>	<u>MANOR</u>
New/Used	Year	Manufacturer's Name	Model Name and Model No.
<u>64 X 42</u>		<u>17617498 A,B,C,DP</u>	<u>HWC 344483,344484,344485,344486</u>
Length X Width		Serial Number	HUD #
Manufactured Home location			
<u>37550 PALOMAR VIEW CIRCLE</u>			<u>RIVERSIDE</u>
Street			County
<u>TEMECULA</u>		<u>CALIFORNIA</u>	<u>92592</u>
City		State	Zip Code

In addition to the covenants and agreements made in the Security Instrument, Borrower covenants and agrees as follows:

1. The manufactured home described above located at the address above is permanently affixed to a foundation and will assume the characteristic of site-built housing.

43.9

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2. The wheels, axles, tow bar, or hitch were removed when said manufactured home was placed on the permanent site.
3. All foundations, both perimeter and piers for said manufactured home have footings that are located below the frost line or in compliance with local building codes or requirements.
4. If piers are used for said manufactured home, they will be placed where said home manufacturer recommends.
5. If state law so requires, anchors for said manufactured home have been provided.
6. The manufactured home is permanently connected to a septic or sewage system and other utilities such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured home or real estate, other than those disclosed in writing to Lender.
8. The foundation system of the manufactured home has been designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
9. Borrower(s) acknowledges his or her intent that said manufactured home will become immovable property and part of the real property securing the security instrument.
10. The manufactured home will be assessed and taxed as an improvement the real property. I/We understand that if Lender does not escrow for these taxes, that I/We will be responsible for payment of such taxes.
11. If the land is being purchased, such purchase and said manufactured home represent a single real estate transaction under applicable state law.
12. Said manufactured home has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
13. This Affidavit is executed by Borrower(s) pursuant to applicable state law.
14. All permits required by governmental authorities have been obtained. Borrower(s) certifies that Borrower(s) is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufactures warranties covering the heating/cooling system, hot water heater, range, etc... and the formaldehyde health notice.



In Witness Whereof, Borrower(s) has executed this Affidavit in my presence and in the presence of undersigned witnesses on this 16TH day of OCTOBER, 2008.

Michael G. Veltre by *Vincent Veltre* his attorney in fact
- BORROWER - MICHAEL G. VELTRE, BY VINCENT VELTRE HIS ATTORNEY-IN-FACT -
DATE - 10/17/2008

Witness _____ Witness _____
State of CALIFORNIA }
County of RIVERSIDE }
On OCTOBER 17, 2008
before me, JANICE A. SHULL, NOTARY PUBLIC
(here insert name and title of the officer)
personally appeared
VINCENT VELTRE

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

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

WITNESS my hand and official seal.



Signature *Janice A. Shull* (Seal)



Order 125517

02810119

Lender's Statement of Intent:

The undersigned ("Lender") intends that the Home be an immovable fixture and a permanent improvement to the Land.

Lender: MOUNTAIN WEST FINANCIAL INC.

By: Syndy Angel
Authorized Signature

State of California
County of San Bernardino }

On October 21, 2008
before me, Wendy L. Wright Notary Public

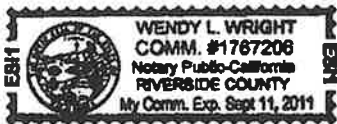
(here insert name and title of the officer)
personally appeared Syndy Angel, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),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

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

WITNESS my hand and official seal.

Signature Wendy L. Wright (Seal)

Attention County Clerk: This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as Security Instrument but also as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing of the Borrower (Debtor) and Lender (Secured Party) are set forth in this instrument.



wendy L wright
comm. # 1767206
comm. exp. 9/11/11



After Recording Return To:
MOUNTAIN WEST FINANCIAL INC.
1209 NEVADA ST. STE 200
REDLANDS, CA 92374
ATTN: FUNDING DEPARTMENT
909-793-1500

Prepared By:
CHRISTINA SMITH
MOUNTAIN WEST FINANCIAL, INC.
1209 NEVADA STREET, SUITE 200
REDLANDS, CA 92374
(909) 793-1500

MANUFACTURED HOUSING LIMITED POWER OF ATTORNEY

VELTRE
Loan #: 02810119
MIN: 100154600028101193

THE UNDERSIGNED hereby appoints MOUNTAIN WEST FINANCIAL INC., and its successor and/or assigns, as Lender Name my/our true and lawful Attorney-in-Fact, with power of substitution and revocations, to apply for a certificate of title or duplicate certificate of title to or record a lien and register and/or to transfer or assign the title to any person the below ("Collateral"): along with the following actions as though executed by me/us.

- (1) To execute in my/our behalf as my/our Attorney-in-Fact whatever documents are necessary to effectuate the sale of the Collateral in the event of a default by me/us under my/our Manufactured Home Installment Note, Security Agreement and Disclosure Statement, as applicable (the "Contract") which results in a repossession and sale of the Collateral securing the Contract, subject to the terms of the Contract and applicable state law governing disposition of the Collateral; or
- (2) For said purpose(s) to sign my/our name(s) and to do all things necessary to appointment, and to transfer or assign title to any property taken in trade or consideration for the purchase of the below described Collateral.
- (3) Re-title the Collateral to correct any errors or to ensure the proper perfection security interest in the Collateral.
- (4) To execute documents necessary to obtain and maintain insurance on the property and to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the Manufactured Home, the indebtedness secured by the Manufactured Home or the Real Property.

This limited Power of Attorney ("POA") shall be durable and not be affected by subsequent disability or incapacity of the principal, or by the lapse of time. This POA shall not be construed as a waiver of my/or rights under the Contract or applicable state law governing the Contract and the sale of Collateral.

☎ 13657.1

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Description of Collateral:

Manufacturer: SILVERCREST
Model: MANOR
Year: 2004
Width/Length: 42 / 64
Serial Number: 17617498 A,B,C,DP
New/Used: Used
Hud Data Plate #: HWC 344483,344484,344485,344486

Michael G. Veltre by Vincent Veltre his attorney in fact 10/17/2008

- BORROWER - MICHAEL G. VELTRE, BY VINCENT VELTRE HIS ATTORNEY-IN-FACT -
DATE -

State of CALIFORNIA)

County of RIVERSIDE)

On OCTOBER 17, 2008

before me, JANICE A. SHULL, NOTARY PUBLIC.
(here insert name and title of the officer)

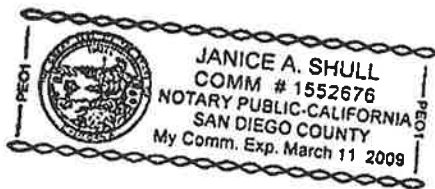
personally appeared

VINCENT VELTRE

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

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

WITNESS my hand and official seal.



Signature Janice A. Shull (Seal)



**MANUFACTURED HOME RIDER
TO THE MORTGAGE/DEED OF TRUST/SECURITY DEED**

VELTRE
Loan #: 02810119
MIN: 100154600028101193
PIN: 915-110-056-8

This Rider is made this 16TH day of OCTOBER, 2008, and is incorporated into and amends and supplements the Mortgage / Deed of Trust / Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to MOUNTAIN WEST FINANCIAL INC. (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at:

37550 PALOMAR VIEW CIRCLE, TEMECULA, CA 92592
[Property Address]

Borrower and Lender agree that the Security Instrument is amended and supplemented as follows:

A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the herein described tract or parcel of land and certain improvements, among which is a Manufactured Home, which will be or already has been affixed to the Property legally described in the Security Instrument, and which Manufactured Home is described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

6806.2

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Used New/Used	2004 Year	SILVERCREST Manufacturer's Name	MANOR Model Name and Model No.
64 X 42		17617498 A, B, C, DP	HWC 344483, 344484, 344485, 344486
Length X Width		Serial Number	HUD #

B. Additional Covenants of Borrower(s):

1. Borrower will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the Property described in the Security Instrument including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.
2. The Manufactured Home described above will be, at all times and for all purposes, a permanent part of the Property described in the Security Instrument which by intention of all parties, shall constitute a part of the realty and shall pass with it and permanently affixed to the realty in accordance with any lender, state, local or other governmental requirements.
3. Affixing the Manufactured Home to the Property described in the Security Instrument does not violate any zoning laws or other state or local requirements applicable to manufactured homes.

By signing below, Borrower(s) accepts and agrees to the terms and covenants contained in this Manufactured Home Rider.

Michael G. Veltre by Vincent Veltre his attorney-in-fact 10/17/2008
 - BORROWER - MICHAEL G. VELTRE, BY VINCENT VELTRE HIS ATTORNEY-IN-FACT -
 DATE -



LEGAL DESCRIPTION

All that certain lot or parcel of land lying and being situated in the TEMECULA (AREA), State of California, as more particularly described as follows:

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 4576, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 26TH 2004 AS INSTRUMENT NO. 04-52142 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION OF PARCEL 2 AND PARCEL 4 OF PARCEL MAP26005 AS FILED IN BOOK 183, PAGES 83 THROUGH 85 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2 AS SHOWN ON SAID PARCEL MAP, THENCE ALONG THE SOUTHERLY PROPERTY LINE SOUTH 83° 42' 32" EAST 48.00 FEET; THENCE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 48.00 FEET WITH DELTA ANGLE 18° 54' 43" LENGTH 15.04 FEET; THENCE NORTH 12° 37' 26" WEST 32.67 FEET; THENCE SOUTH 43° 00' 59" EAST 71.27 FEET; THENCE NORTH 83° 42' 32" WEST 56.84 FEET; THENCE SOUTH 47° 22' 30" EAST 28.99 FEET; THENCE SOUTH 58° 01' 25" EAST 33.80 FEET; THENCE SOUTH 86° 02' 52" EAST 99.03 FEET; THENCE NORTH 80° 50' 13" EAST 104.28; THENCE NORTH 83° 42' 32" WEST 340.65 FEET; THENCE SOUTH 03° 27' 48" WEST 233.00 FEET; THENCE SOUTH 83° 43' 49" WEST 742.00 FEET; THENCE NORTH 02° 23' 23" EAST 395.00 FEET; TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 915-110-056-8

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

DOC # 2009-0474557

09/11/2009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

ds
M
039
039

In the matter of the Property of

Case No.: CV08-09482

Michael Veltre

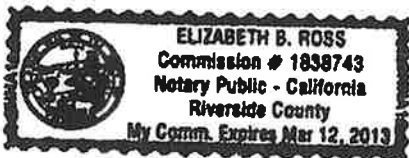
NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457 (RCC Title 15.12) described as grading without approval from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 37550 PALOMAR VIEW CIRCLE, TEMECULA, CA and more particularly described as Assessment Parcel No. 915-110-056 and having a legal description of 5.18 ACRES M/L IN POR PARS 2 & 4 PM 183/083 PM 26005 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 Michael Sanders (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 9-8-09 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



JOHN BOYD
DIRECTOR

CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

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

CASE #: CV08-09482

PROPERTY SITUS: 37750 Palomar View Cir., Hemet

A.P.N.: 915-110-056

DRAWN ON: 9/04/09

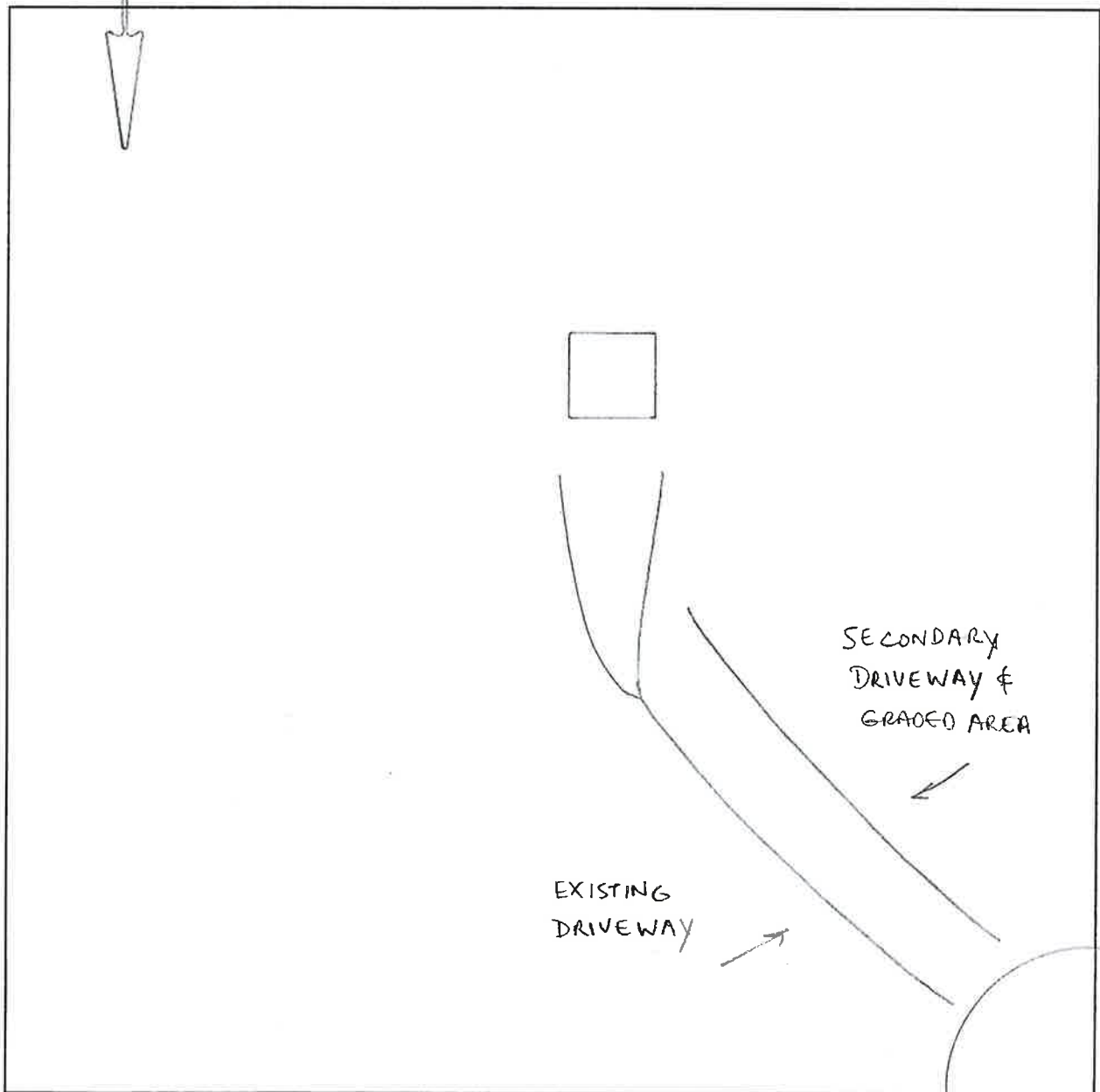
DRAWN BY: Michael Sanders

Provide North Arrow

N

REAR PROPERTY LINE

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NOT TO SCALE

FRONT PROPERTY LINE

PALOMAR VIEW CIRCLE



EXHIBIT NO. _____

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-09482

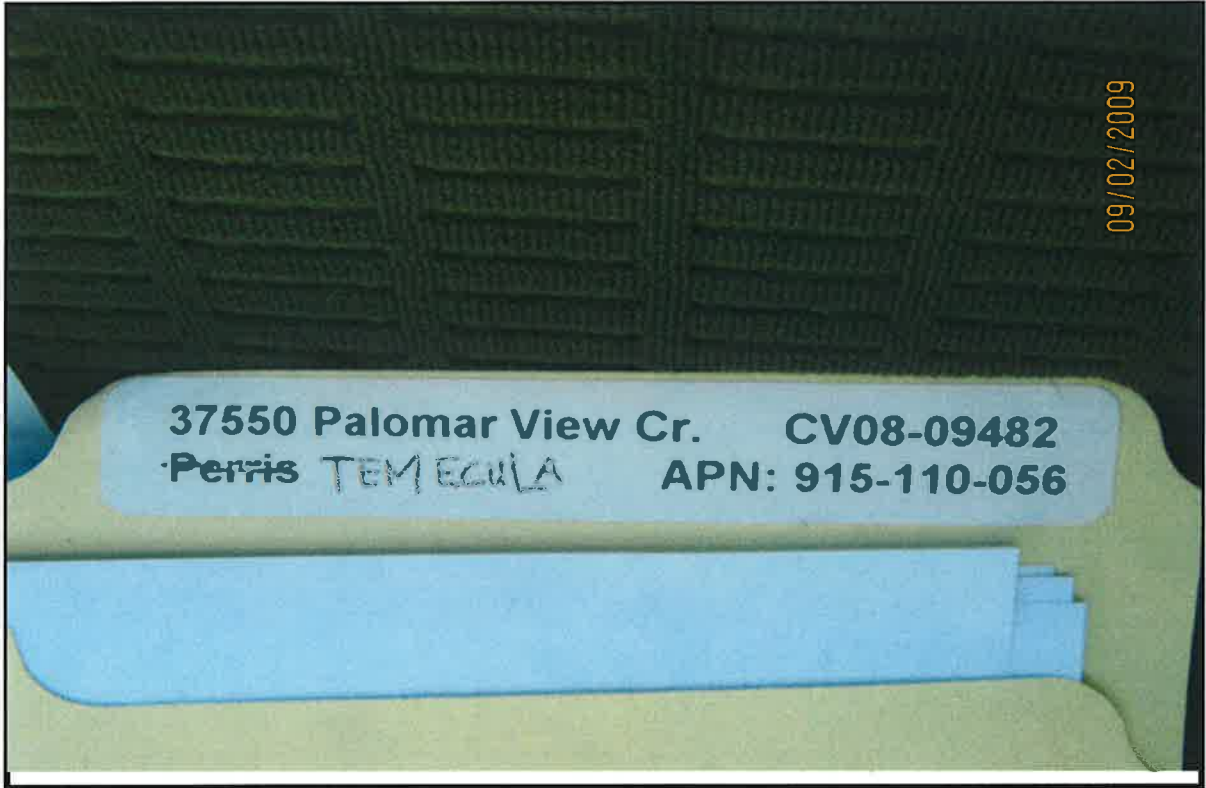


PHOTO # 1 DATE: 09/02/09 TIME: _____ AM/PM TAKEN BY: POLLARD #73

NOTES:



PHOTO # 2 DATE: 09/02/09 TIME: _____ AM/PM TAKEN BY: POLLARD #73

NOTES: CUT SLOPE TO MAKE SECONDARY DRIVEWAY

EXHIBIT NO. _____

D²

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-09482



PHOTO # 3 DATE: 09/02/09 TIME: _____ AM/PM TAKEN BY: POLLARD #73

NOTES: CLOSE UP OR SLOPE



PHOTO # 4 DATE: 09/02/09 TIME: _____ AM/PM TAKEN BY: POLLARD #73

NOTES: FILL AND DEFENSIBLE FIRE CLEARANCE

EXHIBIT NO. _____

D³

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-09482



PHOTO # 7 DATE: 09/02/09 TIME: _____ AM/PM TAKEN BY: POLLARD #73

NOTES:



PHOTO # 8 DATE: 09/02/09 TIME: _____ AM/PM TAKEN BY: POLLARD #73

NOTES:

EXHIBIT NO. DA

Code Enforcement Case: CV0809482

Printed on: 02/03/2010

Photographs



B Pollard 102709 VIEW FROM SPRING VALLEY ROAD - 10/27/2009

EXHIBIT NO. D^s



B POLLARD 110909 VIEW FROM SPRING VALLEY ROAD - 12/09/2009

EXHIBIT NO. D6



B POLLARD 050310 031.jpg - 05/03/2010

EXHIBIT NO. D⁷



B POLLARD 050310 028.jpg - 05/03/2010

EXHIBIT NO. D8



B POLLARD 050310 029.jpg - 05/03/2010

EXHIBIT NO. D⁹



COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 08-09482

THE PROPERTY AT: 37550 Palomar View Cr.

APN#: 915-110-054

WAS INSPECTED BY OFFICER: B. POULARD / M. SANDERS

ID#: 73113 ON 07/20/09 AT 1210 am/pm

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

Table with 2 columns of violations. Left column includes codes like 5.28.040 (Excessive Yard Sales), 8.28.030 (Unfenced Pool), 8.120.010 (Accumulated Rubbish), 15.08.010 (Unpermitted Construction), 15.12.020(J)(2) (Unapproved Grading/Clearing), 15.16.020 (Substandard Structure), 15.48.010 (Unpermitted Mobile Home), and 15.48.040 (Substandard Mobile Home/Trailer/RV). Right column includes codes like 17.252.030 (Unpermitted Outdoor Advertising Display), 17.172.205 (Prohibited Fencing), 17. (Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed), 17. (Occupied RV/Trailer), 17. (Excessive Animals), 17. (Unpermitted Land Use), and 17. (Excessive Outside Storage).

COMMENTS: CONTACT PLANNING DEPT. 951-955-3202 FOR BTR INFO

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY 10/20/09. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109 AS DETERMINED BY THE BOARD OF SUPERVISORS.

SIGNATURE PRINT NAME DATE PROPERTY OWNER TENANT

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



John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Murrieta - Hemet District Office
43950 E. Acacia, Suite A
Hemet, California 92544
(951) 791-3600 – Fax (951) 791-3606

AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV08-09482

I, B. Pollard, hereby declare:

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

County of Riverside
Code Enforcement Department
Murrieta Office (District 3)
39493 Los Alamos Road, Suite A
Murrieta, CA 92563

2. That on September 2, 2009 at 1215., I securely and conspicuously posted a **NOTICE OF VIOLATION** for **RCC 15.12.020** at the property described as:

Property Address: 37550 PALOMAR VIEW CIRCLE, TEMECULA CA 92592

Assessor's Parcel Number: 915-110-056

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

Executed on 072610 at Murrieta, California.

CODE ENFORCEMENT DEPARTMENT

By: 

B. Pollard #73, Code Enforcement Officer



**COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY**



*Tony Carstens
Agency Director*

*Katherine Gifford
Director,
Administrative
Services Dept.*

*Ron Goldman
Director,
Planning
Department*

*George Johnson
Director,
Transportation
Department*

*Jim Miller
Director,
Building & Safety
Department*

*Jay E. Orr
Director,
Code Enforcement
Department*

*Carolyn Syms Luna
Director,
Environmental
Programs Dept.*

Illegal Grading Notification

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

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

Biological Restoration Plan:

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

Earthwork Restoration Plan:

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

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

EXHIBIT NO. 17

PROOF OF SERVICE BY MAIL

Case No: CV08-09482

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

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

That on September 8, 2009, I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION (RCC 15.12)

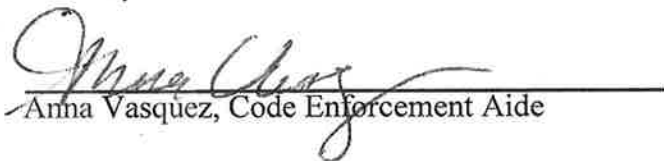
By depositing a copy thereof in an envelope for deposit in the United States Postal Service & Certified Mail, return receipt requested, and addressed as follows:

Address: Michael Veltre
37550 Palomar View Cir.
Temecula, CA 92592

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

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

Executed on September 8, 2009 at Murrieta District Office.



Anna Vasquez, Code Enforcement Aide

Article # 7006276000005784587

EXHIBIT NO. E⁵

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

Handwritten notes: 9-11, 9-19, 9-26

Michael Veltre
37550 Palomar View Cir.
Temecula, CA 92592



7006 2760 0000 0578 4587



UNITED STATES POSTAGE
02 1A
0004635132
MAILED FROM ZIP CODE 92504
\$05.54
SEP 08 2009

CERTIFIED MAIL™

9259236208 F084
9256305099

NIXIE 929 SE 1 05 09/29/09
RETURN TO SENDER
UNCLASIFIED
UNABLE TO FORWARD
BO: 9256305099 *0804-07125-08-40

REC'D OCT 1 2009

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restr. (Endor.)		
Total		

Postmark Here **9-7**

Michael Veltre
37550 Palomar View Cir.
Temecula, CA 92592
CV08-09482 / 915

4954 9250 0000 0922 9002

EXHIBIT NO.



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

February 3, 2010

MICHAEL VELTRE
37550 PALOMAR VIEW CIR
TEMECULA, CA. 92592

RE CASE NO: CV0809482

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 37550 PALOMAR VIEW CIR, TEMECULA California, Assessor's Parcel Number 915-110-056, 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 5, 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. _____

E⁷



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

February 3, 2010

MOUNTIAN WEST FINANCIAL INC.
1209 NEVADA ST.
SUITE 200
REDLANDS CA, 92374

RE CASE NO: CV0809482

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 37550 PALOMAR VIEW CIR, TEMECULA California, Assessor's Parcel Number 915-110-056, 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 5, 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. _____

E⁸



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

PROOF OF SERVICE

Case No. CV0809482

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) address as follows:

MICHAEL VELTRE 37550 PALOMAR VIEW CIR, TEMECULA, CA. 92592
MOUNTIAN WEST FINANCIAL INC. 1209 NEVADA ST. SUITE 200, REDLANDS CA, 92374
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

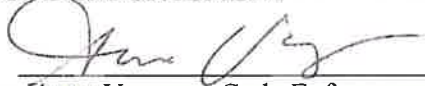

By: Anna Vasquez, Code Enforcement Aide

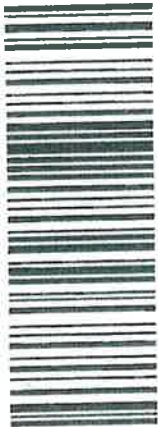
EXHIBIT NO. _____

E¹⁰

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

RECD MAR 29 2010

MICHAEL VELTRE
37550 PALOMAR VIEW CIR
TEMECULA, CA. 92592



7007 1490 0003 4245 6303

CERTIFIED MAIL™

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

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

OFFICIAL USE

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

Postmark
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MICHAEL VELTRE
37550 PALOMAR VIEW CIR
TEMECULA, CA. 92592
CV08-09482 / 915-1

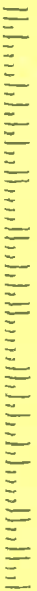
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UNITED STATES POSTAGE
02 3M
0004277091
MAILED FROM ZIP CODE 92504
FEB 04 2010
\$05.540
RIVERSIDE

9256305039
3253248202

NIXIE 923 SE 1 00 03/25/10
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 92563503993 *2904-08019-04-39



26
3-13
2-20

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Blaine K. G...</i> Date of Delivery <i>8/28/10</i></p>
<p>1. Article Addressed to:</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
<p>MERS P.O. BOX 2026 FLINT, MI 48501-2026 CV08-09482 / 915-1</p>	<p>Service Type</p> <p><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>Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7007 1490 0003 4245 6310</p>
<p>PS Form 3811, August 2001</p>	<p>Domestic Return Receipt 102595-02-M-1540</p>

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

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

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total		MERS
Sent	P.O. BOX 2026	
Street or PO	FLINT, MI 48501-2026	
City	CV08-09482 / 915-1	

PS Form 3800, August 2006 See Reverse for Instructions

7007 1490 0003 4245 6310

EB

EXHIBIT NO. _____



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

PROOF OF SERVICE

Case No. CV0809482

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 16, 2010, I served the following documents(s):

NOTICE RE: Notice of Violation

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

CHASE BANK N.A. 10151 DEERWOOD PARK BLVD BLDG 300, JACKSONVILLE, FL 32256

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 16, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Anna Vasquez, Code Enforcement Aide

EXHIBIT NO. E15



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

March 9, 2010

MICHAEL VINCENT VELTRE
39589 COUNTRY MILL ROAD
MURRIETA, CA 92562

RE CASE NO: CV0809482

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 37550 PALOMAR VIEW CIR, TEMECULA California, Assessor's Parcel Number 915-110-056, 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 April 7, 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

EXHIBIT NO. E¹⁷



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

PROOF OF SERVICE

Case No. CV0809482

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 March 9, 2010, I served the following documents(s):

NOTICE RE: Notice of Violation & Grading Notification Letter

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

MICHAEL VINCENT VELTRE 39589 COUNTRY MILL ROAD, MURRIETA, CA 92562

XX **By First Class 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 in the County of 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 March 9, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Anna Vasquez, Code Enforcement Aide

EXHIBIT NO. ^{E18}



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[Track & Confirm](#)

[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: **7009 2820 0004 4457 5157**
Service(s): **Certified Mail™**
Status: **Notice Left**

[Track & Confirm](#)

Enter Label/Receipt Number.

We attempted to deliver your item at 11:35 AM on March 22, 2010 in TEMECULA, CA 92589 and a notice was left. No further information is available for this item.

[Go >](#)

Notification Options

Track & Confirm by email

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

[Site Map](#) [Customer Service](#) [Forms](#) [Gov't Services](#) [Careers](#) [Privacy Policy](#) [Terms of Use](#) [Business Customer Gateway](#)

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7009 2820 0004 4457 5157

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OFFICIAL USE

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

MICHAEL VINCENT VELTRE
39589 COUNTRY MILL ROAD
MURRIETA, CA 92562
CV08-09482 / 915-1

PS Form 3800, August 2006 See Reverse for Instructions

E19

EXHIBIT NO. _____

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

DOC # 2009-0474557

09/11/2009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

d
M
039
039

In the matter of the Property of

Case No.: CV08-09482

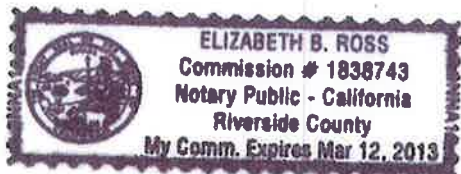
Michael Veltre

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 37550 PALOMAR VIEW CIRCLE, TEMECULA, CA and more particularly described as Assessment Parcel No. 915-110-056 and having a legal description of 5.18 ACRES M/L IN POR PARS 2 & 4 PM 183/083 PM 26005 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 Michael Sanders (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 9-8-09 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 30, 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 08-09482
APN: 915-110-056; VELTRE
Property: 37550 Palomar View Cir., Temecula

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as 37550 Palomar View Cir., Temecula, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 915-110-056.

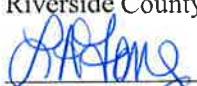
YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by 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, January 11, 2011, 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



L. Alexandra Fong
Deputy County Counsel

EXHIBIT NO. 6

NOTICE LIST

Subject Property: 37550 Palomar View Circle, Temecula
Case No.: CV 08-09482 APN: 915-110-056; District 3


MICHAEL VELTRE
VINCENT VELTRE, TRUSTEE
37550 PALOMAR VIEW CIRCLE
TEMECULA, CA 92592

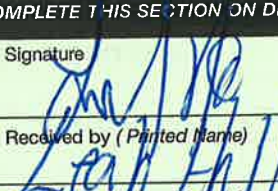
MOUNTAIN WEST FINANCIAL, INC.
1209 NEVADA ST., STE. 200
REDLANDS, CA 92374

MERS
PO BOX 2026
FLINT, MI 48501

LIBERTY MUTUAL INSURANCE CO
C/O FIRESTEIN & FARRUGGIA
5900 SEPULVEDA BLVD., SUITE 550
VAN NUYS, CA 91411

BENEFICIAL CALIFORNIA, INC.
C/O ESKANOS & ADLTER, P.C.
2325 CLAYTON ROAD
CONCORD, CA 94520

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.		COMPLETE THIS SECTION ON DELIVERY A. Signature <input checked="" type="checkbox"/> Agent B. Received by (Printed Name) <input type="checkbox"/> Addressee C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
1. Article Addressed to: LIBERTY MUTUAL INSURANCE CO C/O FIRESTEIN & FARRUGGIA 5900 SEPULVEDA BLVD., SUITE 550 VAN NUYS, CA 91411		A. Signature 	
2. Article Number (Transfer from service label) PS Form 3811, February 2004		B. Received by (Printed Name) C. Date of Delivery 12-03-10	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.		D. Is delivery address different from item 1? If YES, enter delivery address below:	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		7010 0290 0002 1422 4886	

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.		COMPLETE THIS SECTION ON DELIVERY A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
1. Article Addressed to: MOUNTAIN WEST FINANCIAL, INC. 1209 NEVADA ST., STE. 200 REDLANDS, CA 92374		A. Signature 	
2. Article Number (Transfer from service label) PS Form 3811, February 2004		B. Received by (Printed Name) C. Date of Delivery 12-1	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.		D. Is delivery address different from item 1? If YES, enter delivery address below:	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		7010 0290 0002 1422 4909	

26

EXHIBIT NO.

NOTICE LIST

Subject Property: 37550 Palomar View Circle, Temecula
Case No.: CV 08-09482 APN: 915-110-056; District 3

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>MERS PO BOX 2026 FLINT, MI 48501</p>		<p>A. Signature X </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>2. Article Number (Transfer from service label)</p> <p>08-09482 (Vehicle) ART 5</p>		<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>D. Is delivery address different from item 1? if YES, enter delivery address below:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>4. Restricted Delivery? (Extra Fee)</p> <p><input type="checkbox"/> Yes</p>		<p>7010 0290 0002 1422 4893</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	
<p>102595-02-M-1540</p>		<p>102595-02-M-1540</p>	

EXHIBIT NO. 6³



Track & Confirm

Search Results

Label/Receipt Number: **7010 0290 0002 1422 4879**
Service(s): **Certified Mail™**
Status: **Delivered**

Your item was delivered at 9:37 am on December 13, 2010 in ROCKVILLE, MD 20850.

Track & Confirm

Enter Label/Receipt Number.

Go >

Detailed Results:

- **Delivered, December 13, 2010, 9:37 am, ROCKVILLE, MD 20850**
- **Forwarded, December 04, 2010, 4:43 pm, CONCORD, CA**
- **Arrival at Unit, December 03, 2010, 6:59 am, CONCORD, CA 94520**

Notification Options

Track & Confirm by email

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

U.S. Postal Service TM	
CERTIFIED MAILTM 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
Sent BenefICIAL CALIFORNIA, INC. C/O ESKANOS & ADLTER, P.C. 2325 CLAYTON ROAD CONCORD, CA 94520	
PS Form 3800, August 2006 See Reverse for Instructions	

7010 0290 0002 1422 4879

Mailed 11/30/10

Postmark Here

EXHIBIT NO. 46



Home | Help | Sign In

Track & Confirm

FAQs

Track & Confirm

Search Results

Label/Receipt Number: **7010 0290 0002 1422 4916**

Service(s): **Certified Mail™**

Status: **Notice Left**

We attempted to deliver your item at 1:54 pm on December 01, 2010 in TEMECULA, CA 92592 and a notice was left. Information, if available, is updated periodically throughout the day. Please check again later.

Track & Confirm

Enter Label/Receipt Number.

Go >

Notification Options

Track & Confirm by email

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

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7010 0290 0002 1422 4916	
U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54
Mailed 11/30/10	
Postmark Here	
Sent To	MICHAEL VELTRE
Street, Ap or PO Box	VINCENT VELTRE, TRUSTEE
City, State	37550 PALOMAR VIEW CIRCLE TEMECULA, CA 92592
PS Form 3800, August 2006 See Reverse for Instructions	

65

EXHIBIT NO.

1 **PROOF OF SERVICE**

2 Case No. CV 08-09482

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

7 That on November 30, 2010, I served the following document(s):

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

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

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

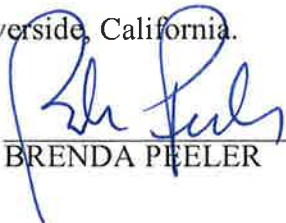
13 XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar"
14 with the office's practice of collection and processing correspondence for mailing. Under
15 that practice it would be deposited with the U.S. Postal Service on that same day with
16 postage thereon fully prepaid at Riverside,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

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

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

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

23 EXECUTED ON November 30, 2010, at Riverside, California.

24 
25 _____
26 BRENDA PEELER

27 **EXHIBIT NO.** 66

28



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

December 6, 2010

RE CASE NO: CV0809482

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 12/6/10 at 12:01 PM, I securely and conspicuously posted Notice to Correct County Ordinance Violations and Abate Public Nuisance at the property described as:

Property Address: 37550 PALOMAR VIEW CIR, SAGE

Assessor's Parcel Number: 915-110-056

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

Executed on December 6, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Mark D. Mandel

By: Mark Mandel, Code Enforcement Officer

EXHIBIT NO. _____

67

Harper-Ihem, Kecia

From: Peeler, Brenda Gayl [BPEELER@rctlma.org]
Sent: Tuesday, January 11, 2011 7:51 AM
To: Harper-Ihem, Kecia
Cc: Barton, Karen; Rector, Kimberly; Fong, Alexandra
Subject: Request to Remove Item 9.3 from the Jan. 11, 2011 Agenda (CV08-09482)

Importance: High

Good morning, Kecia,

Please be advised, Deputy County Counsel, Alexandra Fong, will be requesting that Agenda Item 9.3 be removed from the agenda.

Thank you.