

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

405 B



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
April 21, 2011


SUBJECT: Abatement of Public Nuisance [Accumulated Rubbish]
Case Nos. : CV10-06635 [NGUYEN]
Subject Property: 43337 Edith Way, Hemet; Anza; APN: 549-234-004
District: 3

RECOMMENDED MOTION: Move that:

1. The accumulation of rubbish on the real property located at 43337 Edith Way, Hemet, Riverside County, California, APN: 549-234-004 be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.
2. Shawn Nguyen, the owner of the subject real property, be directed to abate the accumulation of rubbish on the property by removing the same from the real property within ninety (90) days.

Departmental Concurrence

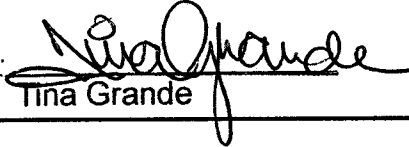
(Continued)


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

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

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

C.E.O. RECOMMENDATION: APPROVE

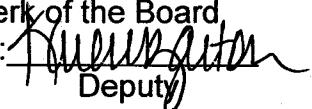
BY: 
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: May 3, 2011
xc: Co. Co., CED, Prop. Owner, Sheriff

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

9.3

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

Abatement of Public Nuisance
Case No.: CV10-06635 [NGUYEN]
43337 Edith Way, Hemet
APN: 549-234-004
District Three
Page 2

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

BACKGROUND:

1. An initial inspection was made of the subject real property by the Code Enforcement Officers on August 24, 2010. The inspection revealed the accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The rubbish consisted of, but was not limited to: green woody waste, tires, scrap wood, carpet and carpet padding, torn up furniture, tires and trash.
2. Subsequent inspections of the above-described real property on November 17, 2010, January 25, 2011 and April 19, 2011, revealed the property continues to be in violation of Riverside County Ordinance No. 541.
3. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of accumulated rubbish.

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

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV10-06635
4 [ACCUMULATION OF RUBBISH] APN: 549-)
5 234-004, 43337 EDITH WAY, HEMET, COUNTY) DECLARATION OF CODE
6 OF RIVERSIDE, STATE OF CALIFORNIA;) ENFORCEMENT OFFICER
7 SHAWN NGUYEN, OWNER.) ROY RYDER
8)
9) [R.C.O. No. 541 (RCC Title 8.120)]
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7 I, Roy Ryder, declare that the facts set forth below are personally known to me except to the extent
8 that certain information is based on information and belief which I believe to be true, and if called as a
9 witness, I could and would competently testify thereto under oath:

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

13 2. Based on information and belief which I believe to be true, on August 24, 2010, Senior
14 Officer Michael Sanders conducted an initial inspection of the real property described as 43337 Edith
15 Way, Hemet, Riverside County, California and further described as Assessor's Parcel Number 549-234-
16 004 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map
17 indicating the location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein by
18 reference.

19 3. A review of County records and documents disclosed that THE PROPERTY was owned
20 by Shawn Nguyen (hereinafter referred to as the "OWNER"). A certified copy of the County Equalized
21 Assessment Roll for the year 2010-2011 and a copy of the County Geographic Information System
22 ("GIS") report are attached hereto as Exhibit "B" and incorporated herein by reference.

23 4. Based on the Lot Book Report from RZ Title Service on December 18, 2010, it is
24 determined that additional parties may potentially hold a legal interest in THE PROPERTY, to wit: Union
25 Bank of California, N.A. and Lake Hemet Municipal Water District (hereinafter collectively referred to as
26 "INTERESTED PARTIES"). A true and correct copy of the Lot Book Report is attached hereto as
27 Exhibit "C" and incorporated herein by reference.
28

1 5. Based on information and belief which I believe to be true, on August 24, 2010, Senior
2 Code Enforcement Officer Michael Sanders conducted an initial inspection of THE PROPERTY. He
3 observed THE PROPERTY was vacant. He observed accumulation of rubbish throughout THE
4 PROPERTY consisting of but not limited to: green woody waste, tires, scrap wood, carpet and carpet
5 padding, torn up furniture, tires and trash. He took measurements of the areas using the pacing method
6 and determined that the amount of accumulated rubbish on THE PROPERTY totaled one hundred (100)
7 square feet. He posted a Notice of Violation on THE PROPERTY.

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

11 7. On August 25, 2010, a Notice of Violation was mailed to OWNER via certified mail with
12 return receipt requested.

13 8. On November 17, 2010 and January 25, 2011, I went to THE PROPERTY to conduct
14 follow-up inspections. THE PROPERTY remained vacant and accessible and I observed that violations
15 remained.

16 9. On December 9, 2010, a Notice of Violation was mailed to OWNER and INTERESTED
17 PARTIES via certified mail with return receipt requested.

18 10. A site plan and photographs of THE PROPERTY are attached hereto and incorporated
19 herein by reference as Exhibit "D."

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

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

25 13. A Notice of Noncompliance regarding the accumulation of rubbish was recorded in the
26 Office of the Assessor, County Clerk & Recorder, County of Riverside, State of California, on December
27 8, 2010, as Instrument Number 2010-0586666. A true and correct copy of the notice is attached hereto
28 and incorporated herein by reference as Exhibit "F".

1 14. On April 14, 2011 the second notice, "Notice to Abate Public Nuisance" providing
2 notification of the Board of Supervisors' hearing scheduled for May 3, 2011, was mailed to OWNER and
3 INTERESTED PARTIES by certified mail, return receipt requested and on April 19, 2011 was posted on
4 THE PROPERTY. True and correct copies of the notice and supporting documentation are attached
5 hereto as Exhibit "G" and incorporated herein by reference.

6 15. A follow-up inspection on April 19, 2011 revealed that THE PROPERTY remains in
7 violation.

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

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

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

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

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

25 (d) reasonable costs of abatement, after notice and opportunity for hearing, may be
26 imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE

27 \\\

28 \\\

1 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 541
2 (RCC Title 8.120) and 725 (RCC Title 1).

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

5 Executed this 19th day of April, 2011. at Riverside, California.



8 ROY RYDER
9 Code Enforcement Officer
10 Code Enforcement Department

11
12
13 L:\Code Enforcement\Abatements\2011\2010\CV 10-06635\541 Dec.DOC

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EXHIBIT NO. 745 75

92583

92574

A

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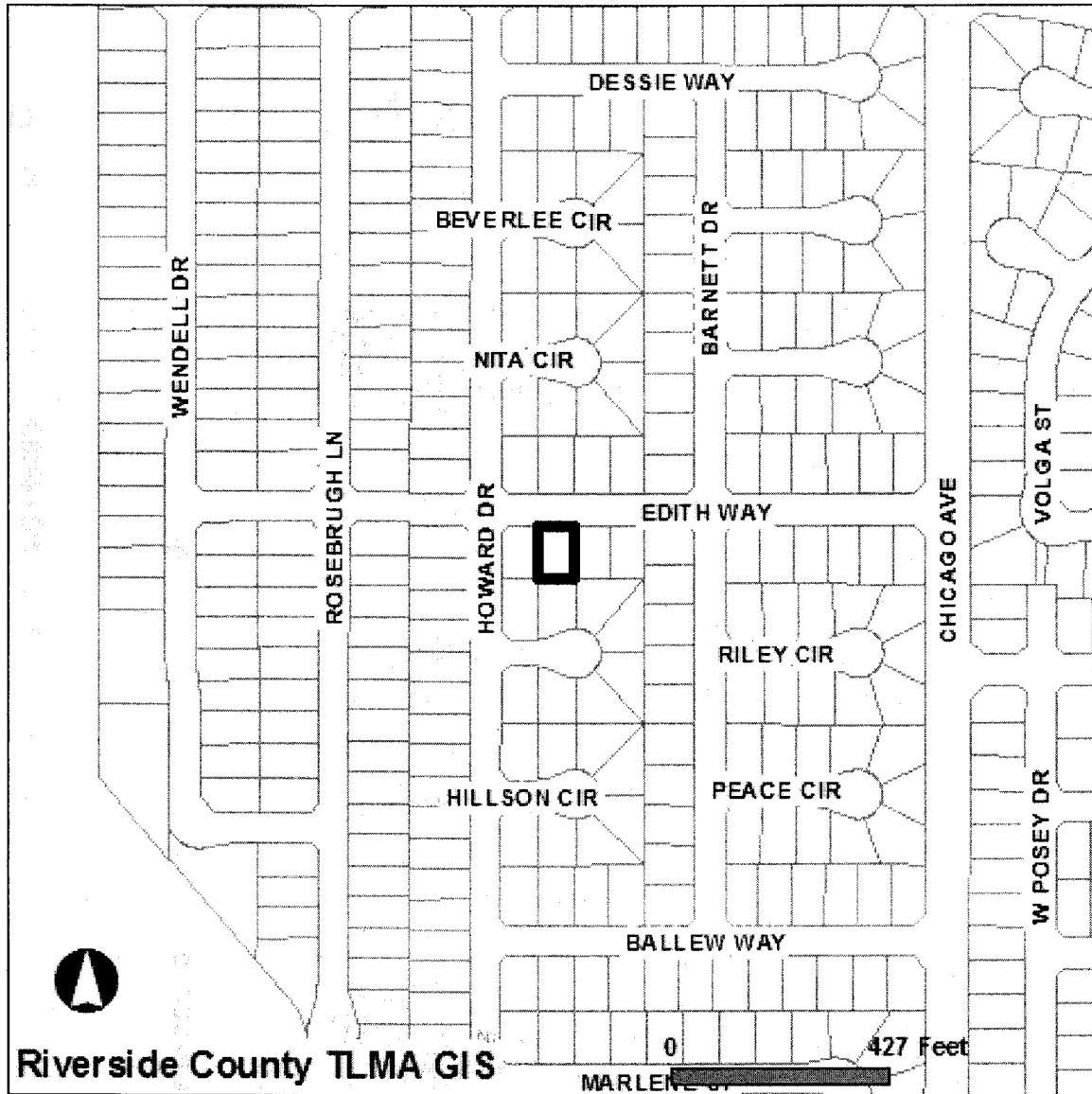
Assessment Roll For the 2010-2011 Tax Year as of January 1, 2010

Assessment #549234004-7		Parcel # 549234004-7	
Assessee:	NGUYEN SHAWN	Land	20,000
Mail Address:	367 MAR VISTA DR	Structure	36,000
City, State Zip:	VISTA CA 92083	Full Value	56,000
Real Property Use Code:	MF	Total Net	56,000
Base Year	2005		
Conveyance Number:	0462670		
Conveyance (mm/yy):	6/2004		
PUI:	M020012		
TRA:	71-121		
Taxability Code:	0-00		
Assessment Description:	1978 SKYLINE		
ID Data:	Lot 23 MB 088/064 TR 6970-2		
Situs Address:	43337 EDITH WAY HEMET CA 92544		

View Parcel Map

EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
549-234-004

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

549-234-004-7

OWNER NAME / ADDRESS

SHAWN NGUYEN
43337 EDITH WAY
HEMET, CA. 92544

MAILING ADDRESS

(SEE OWNER)
367 MAR VISTA DR
VISTA CA. 92083

EXHIBIT NO. _____

B²

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 88/64
SUBDIVISION NAME: TR 6970-2
LOT/PARCEL: 23, BLOCK: NOT AVAILABLE
TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 0.18 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 720 SQFT., 2 BDRM/ 1 BATH, 1 STORY, CONST'D 1989COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 811 GRID: J5

CITY BOUNDARY/SPHERE

NOT WITHIN A CITY
CITY SPHERE: HEMET
NO ANNEXATION DATE AVAILABLE
LAFCO CASE #: 2006-24-3
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

T5SR1E SEC 5

ELEVATION RANGE

1708/1708 FEET

PREVIOUS APN

549-231-016

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
MDR

AREA PLAN (RCIP)

SAN JACINTO VALLEY

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

R-T

ZONING DISTRICTS AND ZONING AREAS

VALLE VISTA DISTRICT

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
T

WRMSHCP CELL NUMBER
3414

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

VEGETATION (2005)
Developed/Disturbed Land

FIRE

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

FIRE RESPONSIBILITY AREA
NOT IN A FIRE 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. SAN JACINTO

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)
SAN JACINTO VALLEY

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

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

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

ROAD BOOK PAGE
107A

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

SAN JACINTO VALLEY

GEOLOGIC

FAULT ZONE

NOT IN A FAULT ZONE

FAULTS

WITHIN A 1/2 MILE OF
CLAREMONT FAULT
SAN JACINTO FAULT
SAN JACINTO FAULTS
CONTACT THE COUNTY'S CHIEF ENGINEERING GEOLOGIST AT (951)955-6863.

LIQUEFACTION POTENTIAL

HIGH

SUBSIDENCE

SUSCEPTIBLE

PALEONTOLOGICAL SENSITIVITY

UNDETERMINED POTENTIAL.
AREAS UNDERLAIN BY SEDIMENTARY ROCKS FOR WHICH LITERATURE AND UNPUBLISHED STUDIES ARE NOT AVAILABLE HAVE
UNDETERMINED POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES. THESE AREAS MUST BE INSPECTED BY A
FIELD SURVEY CONDUCTED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST.

MISCELLANEOUS

SCHOOL DISTRICT

HEMET UNIFIED

COMMUNITIES

VALLE VISTA

COUNTY SERVICE AREA

IN OR PARTIALLY WITHIN
VALLE VISTA #91 -
STREET LIGHTING

LIGHTING (ORD. 655)

ZONE B, 27.86 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

043703

FARMLAND

URBAN-BUILT UP LAND

TAX RATE AREAS

071-121
• COUNTY FREE LIBRARY
• COUNTY SERVICE AREA 91 *
• COUNTY STRUCTURE FIRE PROTECTION
• COUNTY WASTE RESOURCE MGMT DIST
• CSA 152
• EASTERN MUN WTR IMP DIST 17
• EASTERN MUNICIPAL WATER
• FLOOD CONTROL ADMINISTRATION

- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- HEMET UNIFIED SCHOOL
- LAKE HEMET MUNICIPAL WATER
- LAKE HEMET MUNICIPAL WTR IMP U-2
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SAN JACINTO BASIN RESOURCE CONS
- SAN JACINTO VALLEY CEMETERY
- VALLEY HEALTH SYSTEM HOSP DIST
- VALLEY WIDE REC & PARK

SPECIAL NOTES
NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV1006635	ABATEMENT	Aug. 10, 2010

REPORT PRINTED ON... Thu Feb 03 13:52:17 2011
Version 101221



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

Lot Book Report

Order Number: **22940**

Customer:

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

Order Date: 11/19/2010

Dated as of: 11/18/2010

County Name: Riverside

Attn: Brent Steele
 Reference: CV10-06635
 IN RE: NGUYEN, SHAWN

FEE(s):
 Report: \$120.00

Property Address: 43337 Edith Way
 Hemet CA 92544

Assessor's Parcel No. : 549-234-004-7

Assessments:

Land Value:	\$20,000.00
Improvement Value:	\$36,000.00
Exemption Value:	\$0.00
Total Value:	\$56,000.00

Tax Information

Property Taxes for the Fiscal Year	2010-2011
First Installment	\$357.17
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2010)
Second Installment	\$357.17
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2011)

EXHIBIT NO. C



INVOICE

Order Number: 22940

Order Date: 11/19/2010

Customer Information:

Acct No. 1044

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

Attn: Brent Steele
REF: CV10-06635
IN RE: NGUYEN, SHAWN

Product and/or Service ordered for Property known as:

**43337 Edith Way
Hemet, CA 92544**

DESCRIPTION:	FEE:
Lot Book Report	\$120.00
TOTAL DUE:	\$120.00

Payment due upon receipt. Please remit to:

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



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

Lot Book Report

Order Number: **22940**

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street

Riverside CA 92501

Attn: Brent Steele

Reference: CV10-06635

IN RE: NGUYEN, SHAWN

Order Date: 11/19/2010

Dated as of: 11/18/2010

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 43337 Edith Way

Hemet

CA 92544

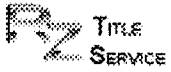
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P.O. Box 1193
Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 22940
Reference: CV10-06635

Property Vesting

The last recorded document transferring title of said property

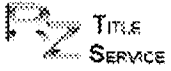
Dated	05/13/2004
Recorded	06/16/2004
Document No.	2004-0462670
D.T.T.	\$165.00
Grantor	Barbara C. Hall, a widow
Grantee	Shawn Nguyen, a single man

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	06/07/2004
Recorded	06/16/2004
Document No.	2004-0462671
Amount	\$112,500.00
Trustor	Shawn Nguyen, a single man
Trustee	Unionbancal Mortgage Co.
Beneficiary	Union Bank of California, N.A.

Additional Information

Document Type	Resolution No. 2007-289
Document No.	2007-0543214
Recorded	08/23/2007
A Notice of Lien Recorded	09/26/2007
Document No.	2007-0604062
Amount	\$184.50



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

Order Number: 22940
Reference: CV10-06635

Owner

Shawn H. Nguyen

Claimant

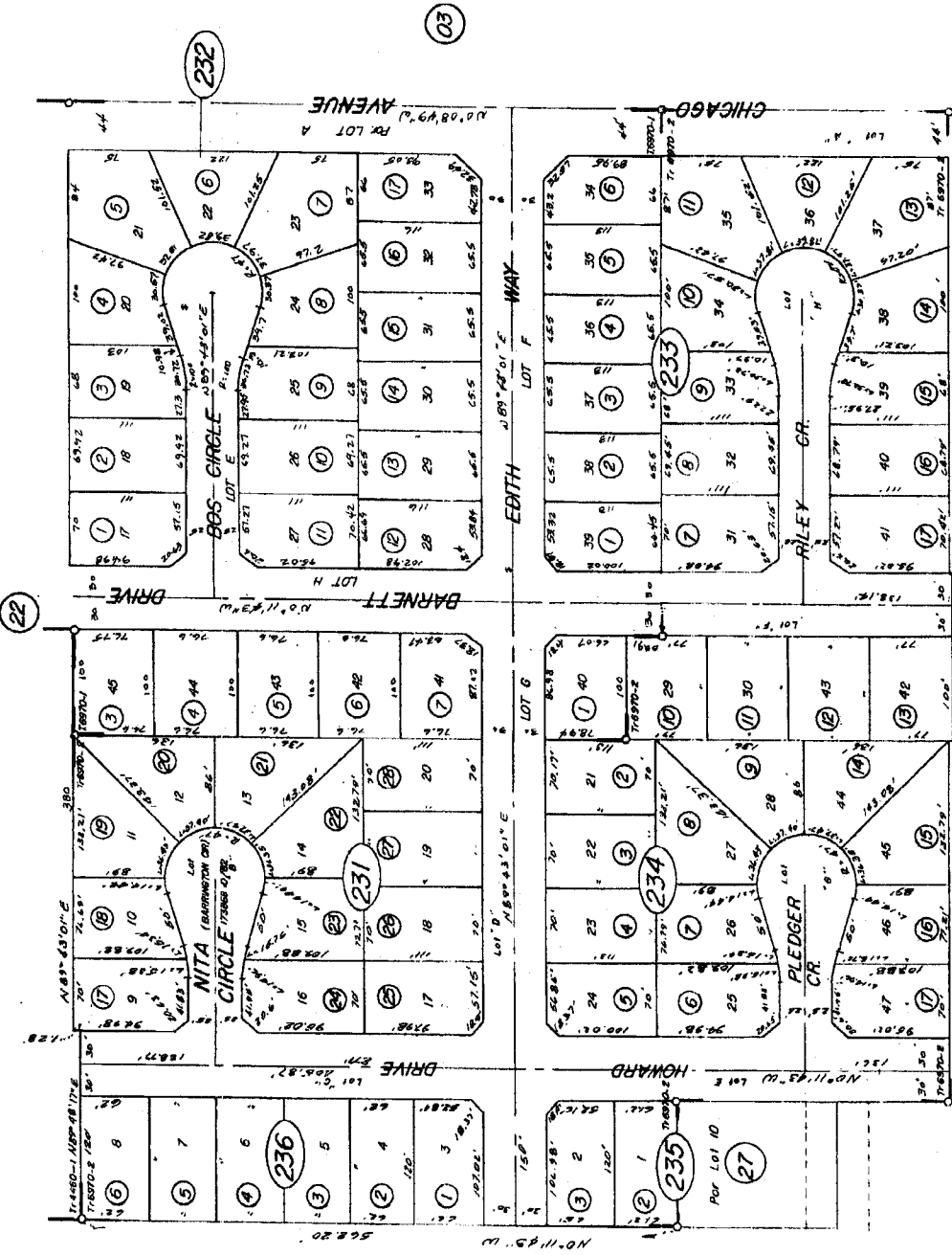
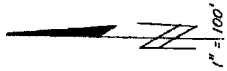
Lake Hemet Municipal Water District

Legal Description

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

LOT 23, TRACT 6970-2, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 88, PAGE 64, 65 AND 66 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

POR. RO. SAN JACINTO VIEJO
(POR. SEC. 5, TSS-RIE.)



BK 551

ASSESSOR'S MAP BK 549 PG. 23
RIVERSIDE COUNTY, CALIF.
JK

Tract 6970-1 M.B. 84/25-27
Tract 6970-2 M.B. 88/64-66

DATE	SOLD TO	AREA	NO.
5/75	2	5.4	
8/78	4.8	7	
	10.7	201(L-1)	
	7	202(L-1)	
3-77	201-1	202-1	
5-77	201-1	202-1	
3-78	1	14,924	

JAN 1973

DOC # 2004-0462670

06/16/2004 08:00A Fee:7.00
Page 1 of 1 Doc Tax Paid
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:

Escrow No. 28686SH
Title Order No. 525540140

When Recorded Mail Document
and Tax Statement To:

Mr. Shawn Nguyen
367 Mar Vista Drive
Vista, CA 92083



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
			1			✓			
A	R	L				COPY	LONG	REFUND	NOHG

APN: 549-234-004-7

GRANT DEED

GRANT DEED 7

The undersigned grantor(s) declare(s)
Documentary transfer tax is \$ 165.00

- 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 Hemet

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Barbara C. Hall, A Widow

hereby GRANT(S) to Shawn Nguyen, A Single Man

the following described real property in the City of Hemet
County of Riverside, State of California:

Lot 23, Tract 6970-2, County of Riverside, State of California, as per map recorded in Book 88, Page 64, 65 and 66
of Maps, in the office of the County Recorder of said County.

DATED: May 13, 2004

STATE OF CALIFORNIA
COUNTY OF Riverside

ON 5/13/04 before me,

James L. Munson II personally appeared

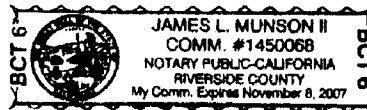
Barbara C. Hall

Barbara C. Hall
Barbara C. Hall

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

Witness my hand and official seal.

Signature *James L. Munson II*



MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 9/94)

GRANT DEED

Public Record

DOC # 2004-0462671

06/16/2004 08:00A Fee:66.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO

UNION BANK OF CALIFORNIA, N.A.
DOCUMENT FOLLOW-UP DEPT.
M-520
8248 MERCURY COURT, SUITE B
SAN DIEGO, CA 92111

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Deed of Trust

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated JUNE 7, 2004 together with all Riders to this document.

(B) "Borrower" is SHAWN NGUYEN, A SINGLE MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is UNION BANK OF CALIFORNIA, N.A., ITS SUCCESSORS AND/OR ASSIGNS. Lender is a NATIONAL BANKING ASSOCIATION organized and existing under the laws of CALIFORNIA. Lender's address is RESIDENTIAL LOAN DEPARTMENT, P.O. BOX 85643, SAN DIEGO, CA 92186-5643. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is UNIONBANCAL MORTGAGE CO.

(E) "Note" means the promissory note signed by Borrower and dated JUNE 7, 2004. The Note states that Borrower owes Lender

ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 112,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2034.

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

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

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

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s)(specify)

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of RIVERSIDE
(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)

"SEE ATTACHED LEGAL DESCRIPTION"

ASSESSOR'S IDENTIFICATION NUMBER 549-234-004-7

which currently has the address of 43337 EDITH WAY
(Street)

HEMET, California 92544 ("Property Address"):
(City) (Zip Code)

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

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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, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance

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

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

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

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

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

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

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

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

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

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

loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

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

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

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

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

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

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

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

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

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion with any obligation to take any action.

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

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

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT "A"

LOT 23 OF TRACT NO. 6970-2, AS SHOWN BY MAP ON FILE IN BOOK 88, PAGES 64, 65 AND 66 OF
MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

INITIAL PERIOD FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)
Interest-Only Payments During Initial Period
Fixed Rate Conversion Option

THIS ADJUSTABLE RATE RIDER is made this 7TH day of JUNE, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to UNION BANK OF CALIFORNIA, N.A. ITS SUCCESSORS AND/OR ASSIGNS

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

43337 EDITH WAY
HEMET, CA 92544
(Property Address)

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE INTEREST RATE TO A NEW FIXED RATE.

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

A. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 4.875%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JULY 2007, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage point(s) (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

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(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.875 % or less than 2.875 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.000%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.875 %, which is called the "Maximum Rate."

(E) Effective Date of Changes

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

(F) Notice of Changes

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

B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ 0.00 ; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to Fannie Mae's required net yield as of a date and time of day specified by the Note Holder for: (i) if the original term of this Note is greater than 15 years, 30-year fixed rate first mortgages covered by applicable 60-day mandatory delivery commitments, plus three-eighths of one percentage point (0.375%), rounded to the nearest one-eighth of one percentage point (0.125%); or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate first mortgages covered by applicable 60-day mandatory delivery commitments, plus three-eighths of one percentage point (0.375%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

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C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 18 of the Security Instrument contained in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall instead be in effect, as follows:

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

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

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

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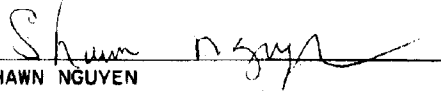
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Initial Period Fixed/Adjustable Rate Rider.


SHAWN NGUYEN

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1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 7TH day of JUNE, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

UNION BANK OF CALIFORNIA, N.A., ITS SUCCESSORS AND/OR ASSIGNS

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

43337 EDITH WAY

HEMET, CA 92544

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.

In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED.
Section 19 is deleted.

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3170 01/01

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LOAN NO. 685 001309724

UB0225A (01/01)

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request, after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower; (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

LOAN NO. 685 1309724

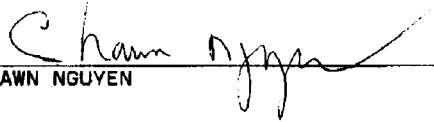
Page 2 of 3

UB02258 (01/01)

Public Record

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


SHAWN NGUYEN

DOC # 2007-0543214

08/23/2007 08:00A Fee:NC

Page 1 of 21

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Dept. of Environmental Health
P.O. Box 1280
Riverside, CA 92502
Attn. Alice Beasley

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			21						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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Resolution No. 2007-289

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Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

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

ACR 238P-AS4RE0 (Rev. 06/2007)

Public Record

1
2 Board of Supervisors

County of Riverside

3 RESOLUTION NO. 2007-289

4 A RESOLUTION OF THE COUNTY OF RIVERSIDE ORDERING THE CONFIRMATION OF
5 SPECIAL ASSESSMENTS AND LIENS AGAINST PARCELS OF LAND FOR UNPAID AND
6 DELINQUENT CHARGES FOR TRASH COLLECTION SERVICES

7
8 WHEREAS, Riverside County Ordinance 745 has established the authority of the Board of
9 Supervisors to designate areas of the County as comprehensive collection areas in which waste collection
10 services are compulsory; and

11 WHEREAS, Riverside County Resolution Nos. 04-298 and 06-063 have established a Tax Lien
12 Guaranteed Comprehensive Collection area for the residential properties located within portions of
13 unincorporated communities of Menifee, Sun City, Quail Valley, Murrieta, Murrieta Hot Springs, Rancho
14 California, Temecula, and Hemet which are part of the Third District; and Perris which is part of the Fifth
15 District; and

16 WHEREAS, on those parcels, where unpaid and delinquent charges for waste collection services
17 have been paid by the County to the Waste Hauler from the Payment of Property Owner's Delinquencies
18 for Solid Waste Collection Service fund account established under Section 14 of Ordinance 745; and

19 WHEREAS, the charges placed upon the parcels is the cost of principal, penalty, and interest and is
20 not a charge based upon the value of the parcels; and

21 WHEREAS, pursuant to Section 9 of Ordinance No. 745 the Waste Hauler has sent individual
22 billing notices to the various parcel owners for the cost of service; and

23 WHEREAS, such property owners have had the opportunity to object through the appeals procedure
24 established in Section 10 of Ordinance 745; and

25 WHEREAS the property owners have been notified pursuant to Ordinance 745,

Resolution 2007-289 - 1

JUL 31 2007 9.2

1 WHEREAS, the billing for those parcels listed on the attached Exhibit "A" remain unpaid; now,
2 therefore;

3 BE IT RESOLVED AND ORDERED that the Board of Supervisors of the County of Riverside,
4 State of California, in regular session assembled on July 31, 2007 that the list of parcels upon which the
5 unpaid trash collection fees for each parcel as shown on Exhibit "A" are hereby confirmed and that
6 henceforth said costs shall constitute special assessments against the respective parcels of land, and are
7 liens on said lands in the amount of the respective assessments.

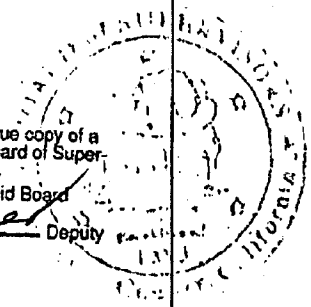
8 BE IT FURTHER RESOLVED AND ORDERED that a copy of this Resolution shall be transmitted
9 to the Auditor-Controller of Riverside County who shall enter the amounts of the respective assessments
10 against the respective parcels of land as they appear on the current assessment roll. Said assessments shall
11 be collected at the same time in the same manner as ordinary municipal ad valorem taxes as provided by
12 Section 13 of Ordinance No. 745.

13 ROLL CALL:

14 Ayes: Buster, Tavaglione, Stone, Wilson and Ashley
15 Nays: None
16 Absent: None

The foregoing is certified to be a true copy of a
resolution duly adopted by said Board of Super-
visors on the date therein set forth.

NANCY ROMERO Clerk of said Board
By *[Signature]* Deputy



FORM APPROVED
COUNTY CLERK

JUL 05 2007

BY *[Signature]*
Tiffany N. North

Resolution 2007-289 - 2

07.31.07 9.2

Exhibit "A"
Department of Environmental Health
Tax Lien Comprehensive Collection for the Third & Fifth District
2007/2008 Tax Roll Special Assessments
Resolution 2007-289

Assessor's Parcel Number with Check Digit	Total Charges to Tax Roll
303600012 9	83.50
323020025 5	135.12
323030037 7	135.12
323030038 8	135.12
323030048 5	135.12
323050017 1	135.12
323050018 2	135.12
323050020 3	135.12
323050026 9	135.12
323130001 3	135.12
323140012 4	135.12
323180019 5	135.12
323190016 3	135.12
323270006 1	135.12
323270009 4	135.12
323270011 5	180.78
323270013 7	135.12
323290018 3	135.12
325020014 9	135.12
325030003 0	135.12
325030013 9	200.74
325030020 5	135.12
325030021 0	135.12
325040002 0	182.82
325040028 4	135.12
325040029 5	135.12
325040033 0	111.04
325040037 2	135.12
325040041 5	176.70
325040043 7	135.12
325050003 2	158.24
325050004 3	135.12
325050006 5	135.12
325050008 7	135.12
325050011 9	119.88
325050016 4	135.12
325050019 7	135.12
325080002 2	135.12
325080012 1	135.12
325080018 7	246.16
325080020 8	135.12
325070015 5	293.14
325070041 8	641.18
325080004 0	34.12
325080009 1	135.12
325080031 0	135.12
325080010 2	135.12
325080016 8	135.12
325090034 4	135.12
325100009 9	135.12
325130023 9	135.12
325160016 4	135.12
325170003 3	208.28
325181010 3	135.12
325181013 6	270.24
325181030 1	149.58
325181037 8	135.12
325181040 0	270.24
325190030 9	370.32
325200017 8	135.12
325200020 0	135.12
325200032 1	121.12
325200036 5	135.12
325200042 0	135.12
325200061 7	135.12
325210030 0	135.12
325220034 5	135.12
325220046 6	135.12
325220082 0	151.24

Total No. of Records: 880
Total Charge: \$199,386.24
August 13, 2007

325230010	4	161.18
325230012	8	135.12
325250005	2	135.12
325250008	3	160.78
325280010	8	135.12
325250011	7	135.12
325280002	0	184.54
325280008	8	94.08
325280010	7	135.12
328240028	9	135.12
328240032	2	135.12
328240038	8	135.12
328240051	9	127.38
328280010	3	135.12
328250025	7	133.20
328250041	1	127.68
328280012	8	135.12
328280013	7	135.12
328280020	3	135.12
328270017	2	135.12
328270024	8	92.78
328270029	3	135.12
328270067	7	135.12
331432019	2	315.94
331432021	3	315.94
331432029	1	315.94
331432031	2	279.22
331443004	2	113.70
331443018	5	229.78
331472008	8	160.90
331473014	4	77.88
333180001	1	312.20
333244004	1	940.18
333244009	8	370.60
333282005	8	315.94
333282021	2	240.50
333283008	2	315.94
333283011	8	317.50
333283060	8	120.78
333284011	9	168.90
333370011	7	309.80
334292008	1	308.88
334324005	8	115.08
334632001	5	289.94
334582018	4	34.74
334810003	8	105.22
335500025	5	314.74
336202003	1	122.22
336222002	2	240.22
336222011	0	315.94
336243008	1	81.00
336282005	1	322.52
336282007	3	160.90
336280009	0	385.84
336280010	8	370.22
336381007	7	222.48
336370028	4	315.94
336382010	5	82.34
336412003	0	376.24
336482003	5	631.88
336470012	8	315.94
336490001	0	227.48
336490010	8	314.74
336490028	5	315.32
336502004	9	86.44
338111025	4	308.50
338112008	2	81.00
338120012	0	952.22
338120015	3	324.96
338213017	2	239.34
338214015	3	347.50
338215009	1	290.12
338233011	8	359.98
338254001	4	315.94
338254005	8	187.78
338282002	0	237.20
338282008	8	315.94
338283013	3	315.58
338283021	0	355.28
338271011	8	637.68
338272007	8	315.94
338283007	0	315.94
338284009	5	313.54
338284011	8	315.94
338301042	8	315.94
338311012	0	243.78
338313005	0	315.94
338313008	1	37.34
338350012	1	52.38

Total No. of Records: 860
Total Charge: \$199,388.24
August 13, 2007

2

339153012	8	316.94
339211031	5	351.70
339223608	0	107.88
339231003	2	232.82
339231025	2	323.30
339251018	8	315.94
339261083	5	320.70
339272021	5	315.94
339272022	8	191.82
339272029	3	183.74
339283010	9	315.94
339283017	8	315.94
339301003	8	308.50
339301011	5	117.08
339302003	1	85.08
339302004	2	315.94
339314001	8	111.10
339332028	5	242.60
339334008	5	315.94
339351013	2	315.94
339383004	3	245.52
339393038	5	315.94
339401018	9	488.64
339403018	7	940.84
339413014	4	315.94
339413025	4	315.94
339414001	5	329.98
339423034	3	315.94
339423036	5	56.42
339430026	8	315.94
339430027	9	402.62
340082020	7	114.44
340083018	7	229.98
340120007	3	114.74
340122021	1	197.88
340154011	1	313.54
340340003	9	321.54
340340031	4	302.12
340340042	4	386.14
340340055	8	308.02
340351001	1	103.12
340381016	5	80.84
340352013	5	381.72
340401004	8	33.78
340404004	7	119.04
340404028	7	183.40
340420008	9	99.42
340421013	8	243.82
340430004	8	288.64
340431001	8	198.74
340450002	8	189.32
340460001	8	118.64
340480028	5	118.38
340500035	2	1,258.98
340500058	3	84.88
340500060	4	175.28
340500077	0	230.74
340510033	1	248.44
340510034	2	53.72
340510042	9	288.88
340510075	8	329.70
340521011	5	212.38
340521012	6	195.64
340541022	7	188.88
340542009	9	170.48
340550018	0	117.88
340571003	3	159.18
341222024	0	95.84
341230014	8	321.18
341240012	5	28.82
342020047	4	135.12
342020048	5	135.12
342020051	7	208.20
342030014	5	135.12
342030015	8	135.12
342040008	9	135.12
342040042	1	135.12
342040053	1	135.12
342051028	3	135.12
342052004	4	135.12
342071015	3	135.12
342071018	8	135.12
342072017	8	135.12
342081082	3	135.12
342082022	4	135.12
342082031	2	135.12
342083082	9	135.12
342084088	8	135.12
342100014	1	135.12

Total No. of Records: 860
Total Charge: \$199,386.24
August 13, 2007

3

342100021	7	135.12
342110001	0	135.12
342110007	6	36.04
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342110013	1	135.12
342110014	2	135.12
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342120009	9	135.12
342140007	9	135.12
342160008	0	135.12
342160011	4	135.12
342170018	0	135.12
342170057	7	270.24
342170058	8	135.12
342170077	5	135.12
342170079	7	135.12
342191016	5	149.94
342192001	4	135.12
342192014	6	135.12
342192049	8	131.22
342200014	0	135.12
342200020	5	135.12
342200022	7	135.12
342200058	0	135.12
342210028	2	135.12
342260029	0	135.12
342270024	6	135.12
342270027	9	135.12
342270033	4	135.12
342280041	2	135.12
342280046	7	135.12
342280047	8	248.12
342290026	0	135.12
342290028	2	135.12
342290031	4	135.12
343100004	9	135.12
343111015	3	160.78
343121009	9	135.12
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343142012	6	135.12
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343201002	9	135.12
343203014	6	215.58
343203021	2	135.12
343203022	3	135.12
343203024	5	135.12
343204019	4	135.12
343211007	5	135.12
343212017	7	135.12
343212022	1	135.12
343220019	4	431.86
343220027	1	135.12
343240015	2	135.12
343240017	4	135.12
343251001	3	135.12
343252018	2	135.12
343253020	6	135.12
343254002	3	135.12
343288001	4	135.12
343281014	6	135.12
343282020	4	158.86
343284004	6	214.54
343284007	9	135.12
345020018	9	135.12
345050002	7	135.12
345050022	5	135.12
345060034	7	135.12
345070002	9	135.12
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345080035	0	135.12
345080063	5	135.12
345090023	0	135.12
345090042	7	135.12
345100004	3	160.78
345140001	4	135.12
345140040	9	135.12
345150022	4	135.12
345150029	1	135.12
345150032	3	135.12
345160006	1	135.12
345160052	2	135.12
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345170042	4	135.12
345170044	6	124.46
345170050	1	135.12
345210003	2	135.12

Total No. of Records: 860
Total Charge: \$199,386.24
August 13, 2007

345210015	3	65.62
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345220045	1	55.48
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345250018	8	135.12
345270015	9	158.09
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345290038	1	135.12
345290008	5	135.12
346210009	5	135.12
346220007	4	135.12
346220033	7	135.12
346220044	7	135.12
346230029	5	135.12
346230048	0	135.12
346240003	2	135.12
346240018	8	135.12
347090057	2	143.58
347110015	8	135.12
349020045	1	135.12
349020096	0	135.12
349020073	8	135.12
349030015	5	135.12
349030017	7	279.78
349030031	9	135.12
349030058	2	61.36
349030082	7	135.12
349040034	3	135.12
349050038	8	334.34
349050055	3	135.12
349050082	9	135.12
349050097	4	135.12
349050073	9	135.12
349080098	6	135.12
349080088	8	131.22
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349090021	8	99.02
349100004	1	135.12
349121009	1	157.62
349122008	3	163.74
349122014	8	135.12
349123014	1	135.12
349123019	6	341.68
349150004	6	1,051.30
349150005	7	160.78
349150048	8	135.12
349150055	2	88.74
349160008	9	135.12
349160014	6	135.12
349160015	7	282.40
349160037	7	135.12
349240051	8	165.82
349350017	8	297.70
349380008	7	90.14
349380011	1	135.12
349390015	5	220.82
349371008	3	161.22
349371013	7	135.12
349380004	7	135.12
349380027	8	301.88
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349440014	1	204.68
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360061005	5	110.82
360081014	3	315.84
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360073020	5	315.84
360073031	5	315.84
360074001	1	315.84
360074011	0	183.18
360091028	9	318.84
360092050	1	329.80
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360412004	8	352.80
360412010	3	827.88
360413007	4	324.24
360421002	4	163.72
360421011	2	315.84
360422008	1	317.86

Total No. of Records: 860
Total Charge: \$199,386.24
August 13, 2007

5

360422028	0	258.50
360433015	3	308.38
360433028	5	315.94
360441013	8	315.94
360451011	5	325.48
360471012	8	52.70
360472010	0	204.48
360472018	5	331.48
360472024	2	308.38
360480030	2	320.82
360481003	1	315.94
360481013	0	258.30
360481018	3	217.88
360481024	0	315.94
360490007	3	315.94
360541018	0	319.38
361094007	8	161.84
362612004	1	314.74
364021041	1	120.10
364023005	5	315.94
364053022	3	315.94
364064035	0	227.88
364064038	2	315.94
364082005	8	243.30
364093018	4	275.70
364094011	0	304.28
364096011	6	311.52
364102007	1	240.88
364122021	5	315.94
364122024	8	314.28
364122028	2	57.14
364122035	8	191.38
364122036	0	572.60
364123006	5	283.86
364132005	2	315.94
364132027	2	98.82
364134005	8	294.74
364145008	3	608.78
364145022	7	122.22
364148028	4	288.52
364148048	2	272.30
364212004	8	305.08
368493005	2	315.94
372013010	7	72.68
372023012	0	80.38
372081038	2	550.82
372083002	5	278.68
372211022	0	315.94
372212030	0	629.48
372230002	1	212.10
372243024	1	104.84
372243031	7	88.50
372260018	0	315.94
372260021	1	234.82
372270008	0	309.60
372270009	2	365.50
372280020	2	314.16
372320030	4	218.82
372352014	0	179.20
372352028	0	110.38
372392008	8	193.30
374040037	0	64.38
388043003	0	315.94
388051002	3	224.22
388081017	0	233.38
388090022	2	232.92
388091007	2	315.94
388092032	7	315.94
388101027	0	237.20
388361005	4	150.74
435058031	8	232.44
438122035	8	943.02
438122038	0	589.52
438130024	3	315.60
438130038	4	310.28
445300010	7	104.10
445312002	7	1,105.38
445313003	1	315.94
445313008	4	120.10
445313022	8	107.22
445313028	4	315.94
445313052	5	315.94
445321033	3	308.50
445321038	8	315.94
445322003	0	315.94
445323010	8	122.22
445323018	4	808.48
447060020	0	158.44
447080022	1	277.78

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447071003	8	322.42
447071008	1	315.94
447071023	6	315.94
447072018	5	315.94
447080012	4	315.94
447081035	9	315.94
447101028	3	314.48
447102011	0	211.72
447112024	3	317.70
447121007	6	293.04
447122010	1	181.88
447122024	4	372.82
447131029	7	189.72
447131035	2	289.28
447131037	4	177.98
447131045	1	187.84
447132020	1	184.48
447140021	7	315.94
447140038	3	315.94
447140040	4	110.48
447201004	0	118.84
447201033	6	81.10
447203005	7	315.94
447222028	7	313.54
447222063	8	776.52
447233038	8	158.22
447233048	7	27.20
447241025	3	315.94
447253011	7	234.68
447280012	2	315.94
447290010	1	187.32
447290012	3	425.74
447290040	8	28.30
447290041	9	315.94
447290085	1	315.94
447301005	0	91.12
447301011	5	370.84
447312012	0	305.14
447321033	7	315.94
447324007	3	315.94
447325005	4	282.08
449021035	8	319.82
449023005	5	158.84
449024007	0	168.90
449024013	5	314.74
449031043	4	415.20
449032008	4	408.80
449040011	3	91.80
449040013	5	358.20
449040051	9	289.30
449071001	0	315.94
449120019	8	40.88
449120035	2	315.94
449120036	3	315.94
449120037	4	881.84
449140002	4	361.38
449151017	2	234.82
449151023	7	110.88
449152030	0	188.38
449161013	9	98.82
449161031	5	255.80
449161035	9	280.12
449161038	0	315.94
449162001	1	311.84
449178003	8	88.70
449182008	9	188.90
449202015	7	315.94
449203023	7	168.90
449212038	9	315.94
449222017	1	320.34
449230013	2	72.84
449230089	3	315.94
449280049	8	587.58
449290009	5	923.82
449310043	8	128.98
449340002	2	217.70
449351003	7	315.94
450020004	5	315.94
450031002	7	315.94
450031007	2	280.04
450032002	0	357.44
450041018	3	122.22
450052018	7	315.94
450132008	5	354.08
450141024	7	88.10
450142019	8	448.28
450142020	8	320.20
450154004	9	60.32
450223020	8	150.28

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451220033	6	188.24
451260002	2	315.84
451280013	4	218.50
451280018	9	315.84
451280038	7	122.72
451290028	7	324.70
451290030	0	315.84
466220011	4	37.70
467415008	1	133.08
467410008	4	312.48
467441036	7	300.36
467441040	0	317.96
467441046	8	314.42
467441047	7	318.78
467461009	5	301.60
467481001	9	158.68
467481008	4	315.84
467483003	7	248.88
467483010	3	208.00
467491010	8	311.18
467493024	7	315.84
467493041	2	174.08
467514007	6	320.34
467560003	5	323.98
467560009	1	217.70
467561008	3	261.20
467570004	7	298.72
467570005	8	448.96
467581007	4	170.48
467590020	3	454.40
467605010	9	315.84
467610017	2	315.84
467631006	6	314.18
467631007	8	323.72
467640001	0	282.02
467640002	1	82.84
467641008	0	133.48
467642004	9	299.18
467645009	3	529.76
467661002	6	320.34
467661003	7	237.20
467670012	3	28.82
467670013	4	237.20
467680013	6	211.52
467691014	0	315.84
467712015	5	234.82
467721028	2	237.20
467701028	0	218.74
479642014	5	85.92
547180011	3	205.88
547180014	6	721.44
547180030	0	320.70
547180039	9	315.84
547180042	1	481.10
548040021	6	77.58
548091010	4	315.84
548091017	1	117.34
548091027	0	315.84
548092015	2	117.76
548092024	0	153.98
548100083	9	315.84
548200010	0	315.84
548200018	8	58.46
548200044	1	380.46
548211018	0	101.82
549081038	2	304.26
549082018	7	315.84
549101001	3	134.82
549121017	0	758.08
549121025	7	91.82
549123022	0	159.60
549141022	6	122.22
549141028	0	316.84
549144001	6	315.84
549146018	6	315.84
549152039	6	370.84
549161012	9	88.82
549171012	0	315.84
549172008	0	123.70
549173006	1	381.90
549173011	5	322.84
549173039	1	53.94
549180054	6	315.84
549200027	3	453.14
549200058	8	315.84
549210003	2	296.16
549210005	4	26.20
549210007	6	348.80
549210019	7	308.50
549210038	2	112.66
549234004	7	112.30

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548242015	2	315.84
548243019	8	315.84
548252009	8	310.80
548253011	2	150.78
548253016	7	315.84
548253021	1	218.06
548254001	6	315.84
548260006	0	315.84
548260023	5	315.84
548271007	5	290.00
548300020	5	315.84
548301006	6	307.42
548301017	6	215.78
548310002	0	315.84
548343008	8	303.06
548343034	1	315.84
548374005	1	237.20
548382003	4	258.88
548382007	8	107.48
548383030	1	237.20
548391019	7	333.26
548392009	1	54.42
548431019	0	315.84
548432004	9	29.44
548451003	7	232.44
548482004	1	315.84
548480011	2	275.26
548492020	9	315.84
548501027	3	315.84
548512004	8	310.80
551200061	0	315.84
551231019	8	122.22
551232044	4	315.84
551282005	2	315.84
551302001	1	290.00
551390011	9	227.08
551446020	3	325.70
551481023	2	317.70
551482037	8	234.88
551485001	5	223.82
551471011	3	106.90
551472026	0	148.36
551472038	1	320.70
551472040	2	483.98
551473003	2	228.82
551473013	1	370.84
552020032	5	356.08
552030019	4	289.48
552033030	3	331.08
552033054	5	164.76
552052018	0	315.84
552110045	5	318.78
552130004	0	312.58
552130054	5	227.44
552190001	3	226.58
552230010	4	315.84
552351006	5	101.82
552351010	8	263.94
552371025	4	315.84
553030023	5	135.58
553132012	0	290.00
553281010	9	315.84
553282006	9	227.08
553282008	1	378.88
556230007	3	290.00
578323018	4	161.72
857490018	0	212.14
920212005	5	315.84
920212021	9	189.18
920212027	5	269.84
920223019	2	315.84
920292043	7	152.88
920301018	2	533.20
952790028	7	288.78
952741004	2	313.72
952750005	1	317.50
952782006	8	314.74
952790014	3	246.44
952811011	4	369.84
952811031	2	127.00
952811036	7	324.76
952830003	6	253.72
957053023	8	159.44
957053027	2	277.98
957063030	5	296.82
957101028	2	328.78
957102009	7	370.84
957112018	8	378.34
957381024	3	227.82
957382011	4	181.60
957383003	0	170.48
957384003	3	205.34
957384014	3	313.54

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057391010	1	313.24
057423010	9	315.04
057460038	6	318.04
057461028	2	355.26
057470029	3	331.82
057470030	3	315.04
057480010	6	315.56
057490014	1	315.04
057500008	4	273.02
057510009	8	315.04
057600003	0	283.06
057600026	1	207.42
057610001	9	315.04
057631008	9	300.36
058322008	3	315.04
058352005	3	315.04
058353004	5	232.44
058372017	6	75.44
058413005	1	98.00
058422008	0	288.86
058441013	5	474.42
058482055	8	294.74
058512008	8	281.36
058512029	9	315.04
058552001	7	118.04
058800008	0	315.04
058810022	5	194.54
058810023	6	308.46
058810025	8	117.08
058811014	1	315.04
058840015	2	335.04
058880001	3	300.36
058881015	9	170.48
058881028	1	93.22
058881034	6	490.22
058891047	9	73.64
058741015	4	320.70
058742019	1	37.72
058750051	4	120.24
058760010	8	303.64
058771007	0	35.82
058780007	9	234.82
058790014	5	77.10
058790023	3	654.60
058822019	8	271.18
058832029	8	28.82
063170008	0	300.14
063180017	1	63.66
063203008	1	575.20
063231047	5	83.44
063241028	7	121.08
063250002	3	103.84
063271019	4	232.44
063381015	8	33.94
064200029	0	169.00
064201004	0	189.00
064243003	9	322.78
064250015	3	123.88
064251009	0	412.34
064261009	1	317.70
064272001	7	166.90
064280010	0	238.32
064280024	3	73.52
064281004	8	172.90
064311009	5	315.82
064311018	3	62.32
064381002	5	237.32
064381028	7	320.88
064390012	2	318.02
064391003	7	77.10
064391005	9	554.24
064412005	3	232.92

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**ORDINANCE NO. 745
(AS AMENDED THROUGH 745.2)**

**AN ORDINANCE OF THE COUNTY OF RIVERSIDE AMENDING ORDINANCE 745
PROVIDING FOR THE COMPREHENSIVE COLLECTION AND DISPOSAL OF SOLID
WASTE WITHIN SPECIFIED UNINCORPORATED AREAS OF RIVERSIDE COUNTY**

The Board of Supervisors of the County of Riverside, State of California, Ordains as Follows:

SECTION 1. The Board of Supervisors of the County of Riverside hereby makes the following findings:

- A. A considerable volume and variety of solid wastes are being generated in Riverside County;
- B. Such wastes are creating conditions which threaten the public health, safety, and well-being by potentially contributing to air, water, land pollution, and the general deterioration of the environment;
- C. The foregoing conditions arise from the interaction of a number of factors, including rapid population increase, decentralized urban growth, industrial expansion, agricultural changes, transportation improvements, reduction in the number of landfills, and technological developments in the manufacturing, packaging, and marketing of consumer products;
- D. It is becoming increasingly necessary for the protection of the health, safety and welfare of the residents in the unincorporated areas of Riverside County that solid waste generated in such areas be promptly and safely collected and disposed of in an orderly and efficient manner;
- E. It is also necessary to carefully control the collection and disposal of solid waste so that the reductions required to be made by the Statutes for 1989, Chapter 1095 (AB 939) can be planned for and accurately measured; and
- F. California Government Code, Sections 25827 and 25828 authorize the comprehensive collection of solid waste in unincorporated areas and require payment therefore by those persons and properties benefitted thereby.

In light of the findings above made, it is the intent and desire of the Board of Supervisors of this County to establish a Program of Comprehensive Collection in such areas as may be hereafter identified by a Resolution duly adopted by the Board.

SECTION 2. DEFINITIONS. Unless the context otherwise specifies or requires, the terms defined in this Section shall, for all purposes of this Ordinance, have the meanings herein specified. The definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined:

- A. The term "**Commercial Unit**" shall mean Commercial, Industrial, or

Institutional facilities;

- B. The term "**County**" means the County of Riverside;
- C. The term "**Director**" means the Director of Environmental Health of the County of Riverside or his designee;
- D. The term "**Dwelling**" means a residence, flat, apartment, or other facility, used for housing one or more persons in the County of Riverside;
- E. The term "**Hauler**" means a solid waste Hauler duly permitted or franchised by the County of Riverside pursuant to the provisions of Ordinance No. 657, as amended, or any successor ordinance;
- F. The term "**Owner**" means any person, firm or business that owns, occupies or otherwise controls real property.

SECTION 3. AREA OF COMPREHENSIVE COLLECTION. Any Program of Comprehensive Collection and payment therefore shall be established and operated only in those areas of the County as specified in a Resolution or Resolutions adopted by the Board of Supervisors following a duly noticed public hearing.

SECTION 4. OWNER RESPONSIBLE FOR PAYMENT FOR COMPREHENSIVE COLLECTION SERVICE.

- A. The Owner of any Dwelling or Commercial unit shall subscribe to and pay for comprehensive refuse collection service rendered to such Dwelling or Commercial unit by a Hauler and may be required to provide at a location accessible to the Hauler, a container or containers of adequate capacity and functional design as determined by the County for the deposit of solid waste generated on the premises.
- B. Nothing in this section is intended to prevent an arrangement, or the continuance of an existing arrangement, under which payments for refuse collection service are made by a tenant or tenants, or any agent, on behalf of the Owner. However, any such arrangement shall not legally excuse the Owner's obligation to the Hauler or to the County under this Ordinance.
- C. When identified as a Tax Lien Guaranteed Comprehensive Collection Area within the enabling Resolution or Resolutions as identified in Section 3, non-payment shall be subject to the remedies established in Sections 11, 12, 13 and 14 of this Ordinance."

SECTION 5. FAILURE TO INITIATE SERVICE OR TO PROVIDE SUFFICIENT REFUSE CONTAINERS.

- A. When an Owner or tenant fails to initiate adequate refuse collection service within fifteen (15) calendar days of occupancy of a dwelling, the Director shall give the Owner written notification that such service is required. If service is not initiated within fifteen (15) calendar days from the date of mailing of the notice, then the Director may require the Hauler to initiate and continue solid waste collection service for said dwelling or dwellings.
- B. When, in the judgment of the Director, additional refuse containers are

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required, they may be provided by the Hauler or, upon written notification by the Director, the Owner may be required to provide such containers. The cost of any additional containers furnished by the Hauler shall be added to the collection fees and collected in the same manner as the collection fees.

SECTION 6. EXEMPTION FROM SERVICE.

A. Dwellings

1. The Owner of any Dwelling may apply for exemption from Comprehensive Collection Service by submitting a written application on a form issued by the Director accompanied by a non-refundable application fee to the Director requesting a permit to provide self-haul solid waste collection, and transportation. This permit, if approved, shall be valid for one (1) year, and must be renewed annually thereafter at the discretion of the Director upon submittal of application and deposit of application fees to the Director.
2. The form and content of said application shall be approved by the Director.
3. The Owner may be granted an exemption provided he/she can adequately document that he/she can properly transport all solid waste generated on the premises, in a safe and sanitary manner, to an approved Solid Waste Facility. The Director may require the grantee to furnish evidence such as landfill receipts, of such delivery of waste.
4. The application fee shall include an administrative fee of ten dollars (\$10.00) in addition to a deposit equal to the average annual landfill disposal cost for county residents. This deposit will be forwarded to the Waste Resources Management District as a pre-payment for one year's weekly refuse disposal.
5. The Director shall provide the grantee with a card or other document which attests to the prepayment of the landfill fee and which will further allow weekly disposal privileges at all Riverside County Disposal Facilities.
6. Should the grantee violate the provisions of this Ordinance or Ordinance No. 657 the Director may, upon advance written notice to the Owner, revoke the exemption and require the Owner to subscribe to and pay for refuse collection services as described in Sections 3. and 9.

B. Commercial Units

1. The Owner of any Commercial Unit may apply for exemption from Comprehensive Collection Service by submitting a written application

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on a form issued by the Director accompanied by a non-refundable application fee to the Director requesting a permit to provide self-haul solid waste collection and transportation. This permit, if approved, shall be valid for one (1) year, and must be renewed annually thereafter at the discretion of the Director upon submittal of application and deposit of application fees to the Director.

2. The form and content of said application shall be approved by the Director.
3. The Owner may be granted an exemption provided he/she can adequately document that he/she can properly transport all solid waste generated on the premises, in a safe and sanitary manner, to an approved Solid Waste Facility.
 - a) The vehicles and equipment to be used for transporting the waste shall be listed by the Owner and made available for inspection by this Department.
 - b) The vehicles used shall meet the standards contained in Ordinance No. 657, Section 7C3.
 - c) An account in good standing is maintained at one or more disposal sites as defined in Riverside County Ordinance No. 657.
4. The Director may require the grantee to furnish evidence, such as landfill receipts, of such delivery of waste.
5. The application fee shall include an administrative fee of twenty five dollars (\$25.00).
6. Should the grantee violate the provisions of this Ordinance or Ordinance No. 657 the Director may, upon advance written notice to the Owner, revoke the exemption and require the Owner to subscribe to and pay for refuse collection services as described in Section 3. and Sections 9. to Section 14., inclusive.

SECTION 7. TEMPORARY DISCONTINUANCE OF SERVICE.

- A. An Owner may discontinue solid waste collection service up to two (2) times during a given fiscal year (i.e., July 1-June 30), providing the dwelling(s) will be unoccupied throughout the entire period of discontinuance.
- B. The Owner shall give written notification to the Hauler at least fifteen (15) working days prior to the date that discontinuance of service is requested.
- C. Should an Owner, after discontinuing service, request that service be re-established, the Hauler may charge a reconnect fee equal to, but not exceeding, fifty per cent (50%) of the cost for one (1) month's regular

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collection service as provided by the Board of Supervisors upon application for resumption of collection service. However, no such reconnect fee shall be charged for properties where title is being legally transferred resulting in a discontinuance and later reconnection of collection service.

SECTION 8. HAULER ENTITLED TO PAYMENT FOR SERVICES RENDERED

- A. The Hauler shall be entitled to payment from the Owner for services rendered and in the amounts as specified in a Resolution or Resolutions adopted by the Board of Supervisors.
- B. A failure to make timely payment for any service rendered by the Hauler shall constitute a violation of this ordinance and be subject to the penalty provisions herein included.

SECTION 9. BILLS AND STATEMENTS OF NONPAYMENT.

- A. Upon the expiration of not less than thirty (30) calendar days from the date that the Hauler first presented a bill to the occupants of the premises, if the bill has not been paid in full, the Hauler shall send the Owner a second, written request for payment.
- B. The second, written request shall include a Warning Notice that if the fees due are not paid within sixty (60) calendar days, waste collection services shall be terminated and the county advised of a Failure to Maintain a waste Collection service by the occupants of the premises. The Warning Notice shall also be sent to the most recent address of the Owner as shown on the records of the Riverside County Assessor's Office and shall include information with respect to penalties that may become due.
- C. The form and content of said Warning Notice shall be approved by the Director and shall advise the property owner of his or her right to a hearing to contest the charges.
- D. Upon the expiration of not less than thirty (30) calendar days following the mailing of the second request for payment, provided the bill still remains unpaid, the Hauler may file with the Director a verified written statement which shall contain the specific facts setting forth the name or names of said Owner(s), the address of the Dwelling service, the period of service, the amount(s) due, the steps taken to secure payment and such other information as the Director may reasonably require.
- E. Unless otherwise provided by the Director, the Hauler shall not be required to continue to provide such solid waste collection service if the account remains unpaid past the sixty (60) days specified in the second notice.

SECTION 10. APPEALS.

- A. Appeals Procedure.

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1. A property owner or person who is adversely affected by the notice set forth in Section 9, may appeal to the Board of Appeals within the twenty (20) calendar days of the post-mark on the Warning Notice by filing a timely written appeal with the Director. Timely appeal shall not stay any further solid waste collection or responsibility to pay therefore. The Director shall set the matter for hearing before the Board of Appeals and shall notify the Appellant by mail of the date set for such hearing, at least fifteen (15) days prior to said date. If the Appellant resides outside the County, the above period of notice by mail before the hearing shall be at least twenty-five (25) days. The Appellant shall have the right to appear in person or by an agent, designated in writing, at the hearing, and present oral, and/or written, evidence. The Board of Appeals shall decide the appeal and shall issue its decision, which shall be in writing.
2. The Board of Appeals shall have authority to make reasonable adjustments in the amount billed or to excuse payment altogether as well as authority to grant ancillary relief. The Board of Appeals shall have authority to determine that the Hauler shall not be entitled to any payment from the owner or person affected. The Board of Appeals shall have no authority to award monetary damages, costs or attorney's fees.
3. The Owner or other person affected may appeal the decision of the Board of Appeals to the Board of Supervisors by filing a written request with the Clerk of the Board of Supervisors within thirty (30) days of the mailing of the written decision of the Board of Appeals.

B. Composition of Board of Appeals. The Board of Appeals shall be comprised of three (3) persons selected and appointed as follows:

- One (1) member shall be from the solid waste hauling industry currently operating in Riverside County but shall not be from the company, or a related company of the company, that has provided the services which are being contested.
- One (1) member shall be an employee in the County Environmental Health Department.
- One (1) member shall be a public representative, but shall not be the actual Appellant in the action or related to the appellant by blood, marriage or through business dealings.

C. The Director shall have the authority to determine the actual composition of any given hearing panel. The industry and public representative members of the panel shall be drawn from the similarly designated members of the Solid Waste Advisory Council/Local Solid Waste Task Force for Riverside County.

SECTION 11. PAYMENT BY COUNTY GIVES RISE TO LIEN.

Upon the receipt of the statement filed in accordance with Section 9, the

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Director may authorize payment in the amount due the Hauler from a continuing appropriation account so provided herein under Section 14. The Owner shall be directly liable to the County for fees paid. Upon confirmation by the Board of Supervisors by Resolution duly adopted and upon recordation thereof as provided in sections 12 and 13 of the Ordinance, the Director shall mail written notice to the Owner at the address as shown on the latest equalized county assessment roll. In addition, the Director shall notify the Owner that if the fees and administrative charges plus interest remain unpaid, subsequent proceedings may be taken to make said fees and charges a special assessment on the real property to which said solid waste collection service was rendered.

SECTION 12. REPORT OF DELINQUENCIES TRANSMITTED TO BOARD OF SUPERVISORS.

The Director shall, on annual basis, prepare and submit a report of delinquent charges and a proposed resolution confirming the report to the Board, thereby initiating proceedings before the Board to make delinquent solid waste collection service fees a special assessment and lien against the parcels of property situated within the County to which said service was rendered and fees paid by the County and not reimbursed by the Owner. Upon receipt of the report, the Board shall fix a time, date, and place for hearing the report. The Board shall cause notice of the hearing to be mailed to the Owners of the property listed on the report not less than 10 days prior to the date of the hearing. At the hearing the Board shall hear any objections or protests of property owners liable to be assessed for delinquent charges. The Board may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.

SECTION 13. COLLECTION OF ASSESSMENT.

The delinquent charges set forth in the report specified in Section 12 of this ordinance and as confirmed therein shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of the delinquent charges. A certified copy of the confirmed report, as well as all data and documentation required by the Auditor-Controller as specified in that office's procedures for placement of fixed charge benefit assessments on the tax roll, shall be filed with the County Auditor-Controller, on or before August 10, for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The lien created attaches upon recordation in the Office of the County Recorder of a certified copy of the resolution of confirmation. The assessment shall be collected at the same time and in the same manner as ordinary County ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes. All laws applicable to the levy, collection, and enforcement of County ad valorem taxes shall be applicable to the assessment, except that if any real property to which the lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the lien which would otherwise be imposed hereby shall not attach to the real property and

Ord. 745 – Page 7

the delinquent charges, as confirmed, relating to the property shall be transferred to the unsecured roll for collection.

SECTION 14. CONTINUING APPROPRIATION ACCOUNT.

There is hereby created in the Environmental Health Department, a fund account entitled "Payment of Property Owner's Delinquencies for Solid Waste Collection Service". This fund is hereby created by a forty thousand dollar (\$40,000.00) appropriation from current years Solid Waste Franchise Fees. Thereafter, this account shall be credited with such sums as may be appropriated by the Board of Supervisors from the originating source, franchise or permit fees, delinquencies collected by the Environmental Health Department, assessments collected by the Tax Collector, and sums received in consideration of release of liens. Expenditures from said sums shall be made to Haulers for Owner delinquent accounts."

SECTION 15. MANNER OF GIVING NOTICES.

Any notice required to be given hereunder by the County, the Director, or any Hauler to an Owner, shall be sufficiently given or served upon the Owner for all purposes hereunder, if personally served upon the Owner or if deposited, postage prepaid, in a post office letter box addressed to the "Owner" at the official address of the Owner maintained by the Assessor of the County for the mailing of tax bills or, if no such address is available, to the Owner at the address of the Dwelling.

SECTION 16. PENALTIES

It shall constitute an infraction for an owner as defined above to fail to sign up for or to timely pay for refuse collection service or to otherwise violate any provision of this ordinance and upon conviction of such violation shall be subject to a fine of \$100.00 for the first offense; \$200.00 for a second violation within a one (1) year period and \$500.00 for a third or subsequent violation within a one (1) year period. The additional remedies, penalties and procedures for violations and for recovery of costs related to enforcement provided for in Ordinance No. 725 are incorporated herein by this reference. The owner shall also be subject to court action to pay for trash collection service furnished to the property, residence or business located thereon.

SECTION 17. SEVERABILITY.

If any part or provision of this Ordinance, or application thereof, to any person or circumstance is held invalid, the remainder of this Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Ordinance are severable.

This Ordinance shall take effect thirty (30) calendar days after adoption.

Adopted: 745 Item 3.5 of 11/29/1994 (Eff: 12/29/1994)

Amended: 745.1 Item 12.6 of 05/20/1997 (Eff: 06/19/1997)

745.2 Item 16.1 of 03/30/2004 (Eff: 04/29/2004)

Ord. 745 – Page 8

DOC # 2007-0604062

09/26/2007 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

Please Record And Return To:
Lake Hemet Municipal Water District
P.O. Box 5039
Hemet, CA 92544-0039



**In the Matter of the Lien of
Lake Hemet Municipal Water District
Upon the Real Property of:**

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			1						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									703

NAME: NGUYEN, Shawn H.
ADDRESS 43337 Edith Way
CITY, STATE Hemet, CA 92544

M
703

◆ STATEMENT OF LIEN ◆

This is to certify, pursuant to Chapter 335 of Statutes of 1979-1980, that Lake Hemet Municipal Water District claims a lien upon all real property owned by the following named person within Riverside County, for delinquent charges, penalty and interest, in the amounts hereinafter set forth:

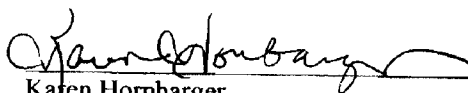
NAME: NGUYEN, Shawn H.
SERVICE ADDRESS: 43337 Edith Way
Hemet, CA 92544

Amount of Delinquency: \$ 164.50
Late Penalty: \$ -0-
Processing fee \$ 20.00

Total: \$ 184.50

Plus interest at 7% per Annum.

I certify that the foregoing is true and correct.


Karen Hornbarger
Lake Hemet Municipal Water District

Document Date: September 24, 2007
Account No. 8-2-92-4

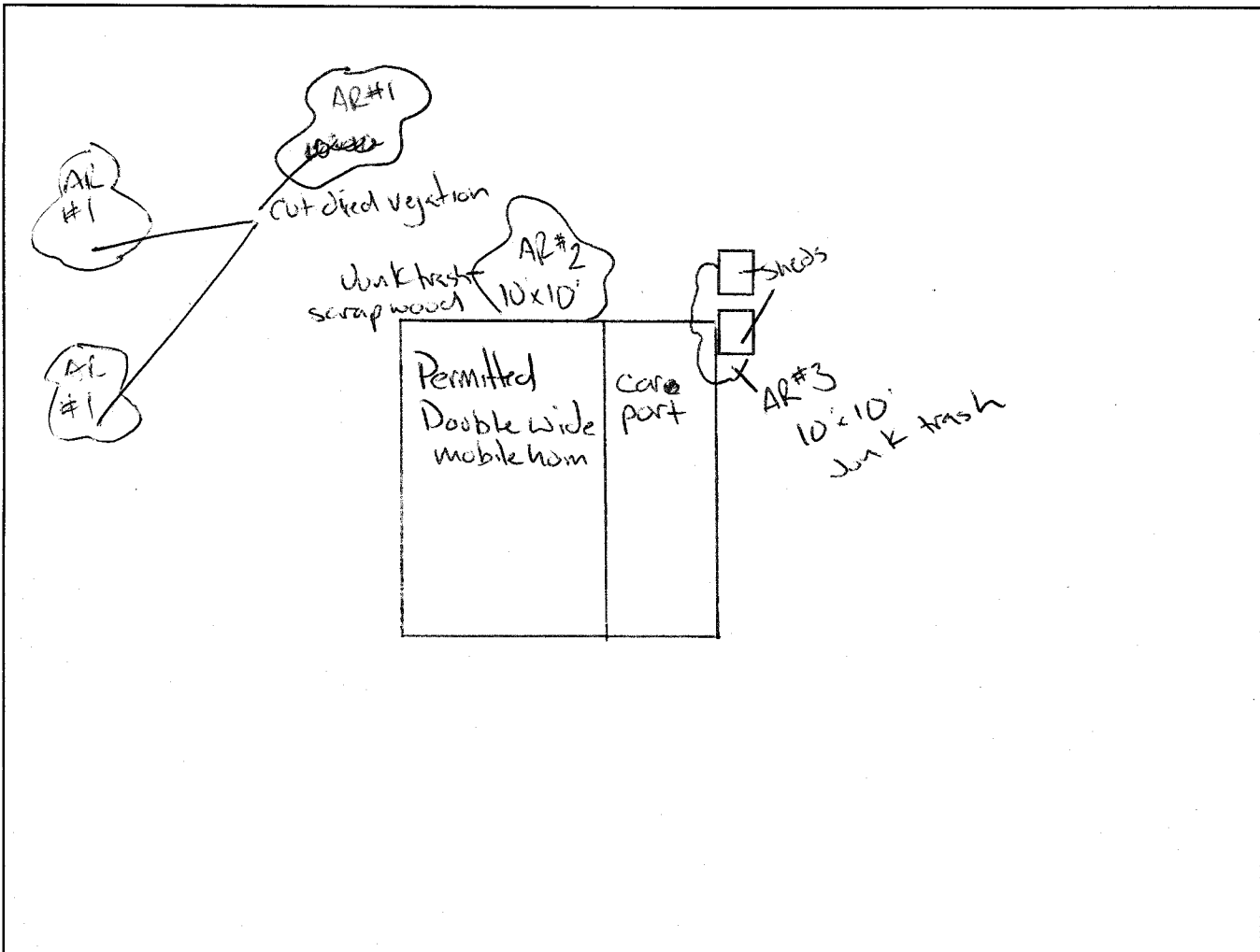
Public Record

SITE PLAN: Case # CV-1006635

OWNER(S): SHAWN NGUYEN
SITE ADDRESS: 43337 EDITH WAY, VALLE VISTA
ASSESSOR'S PARCEL: 549-234-004
ACREAGE: 0.180000



REAR PROPERTY LINE



FRONT PROPERTY LINE: 43337 EDITH WAY, VALLE VISTA

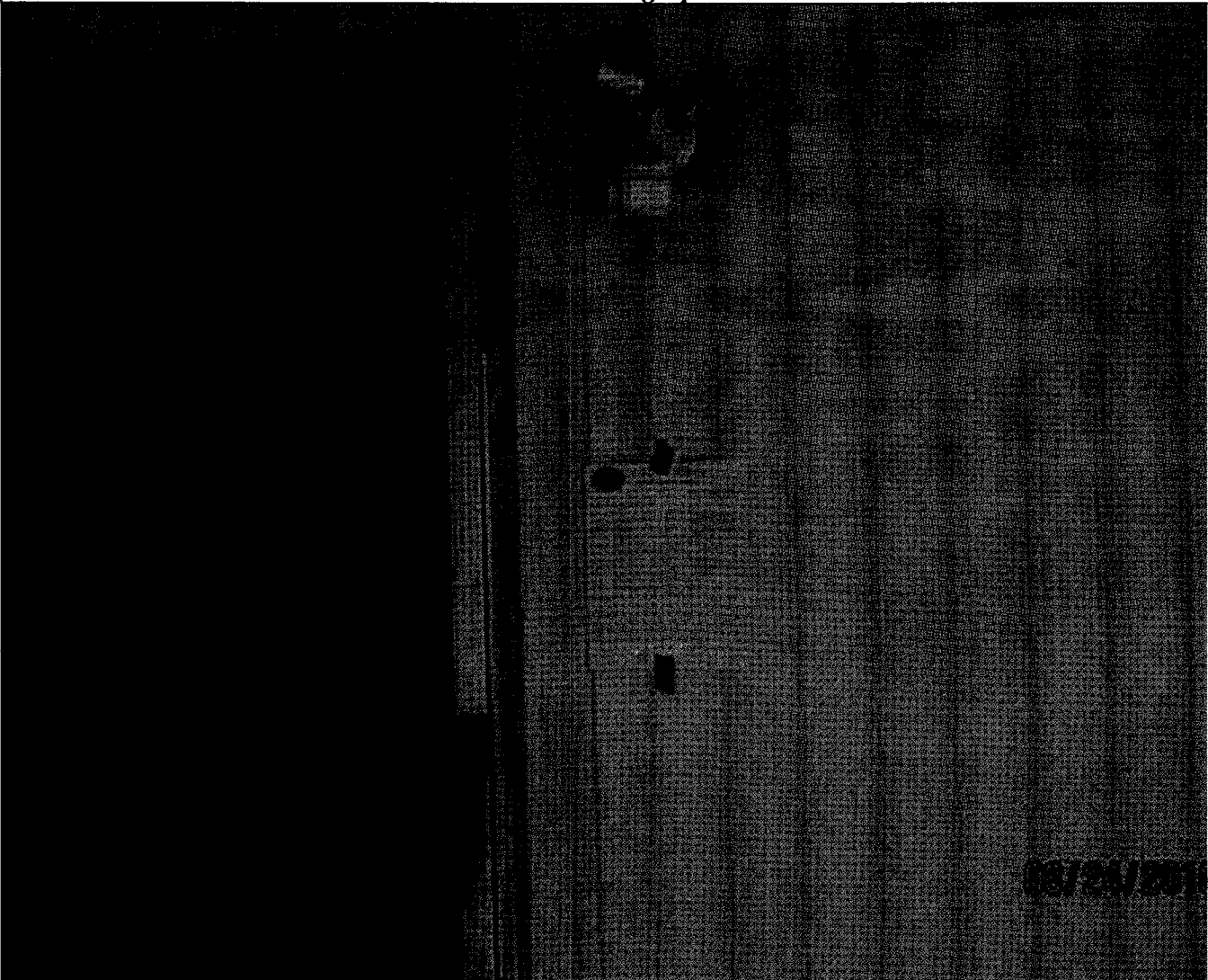
PREPARED BY: Ryder DATE: 012511

EXHIBIT NO. D

Code Enforcement Case: CV1006635

Printed on: 01/25/2011

Photographs



M Sanders 082410 - - 08/24/2010

EXHIBIT NO. D²



M Sanders 082410 - - 08/24/2010

EXHIBIT NO. D³



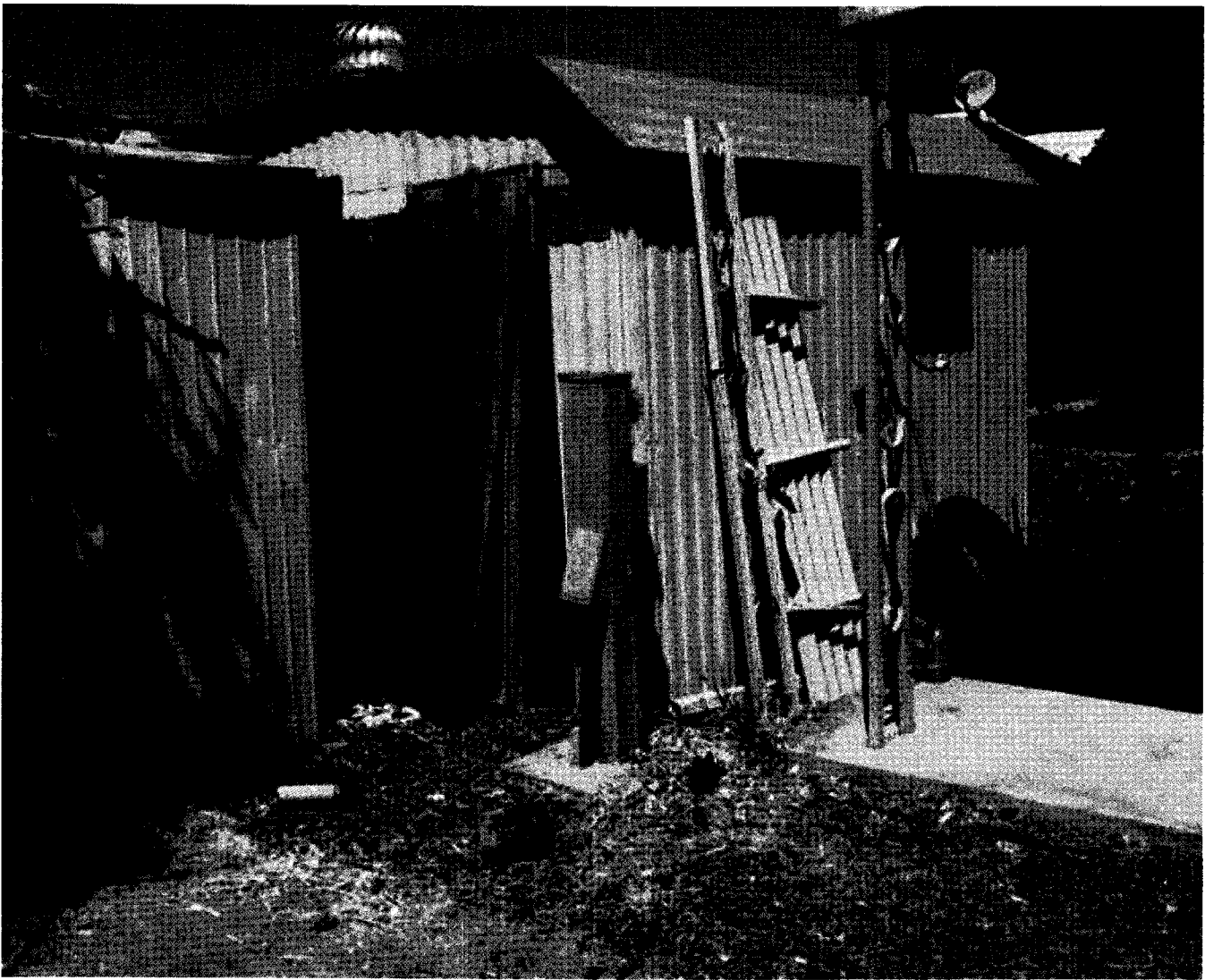
M Sanders 082410 - - 08/24/2010

EXHIBIT NO. D⁴



M Sanders 082410 - - 08/24/2010

EXHIBIT NO. D^s



M Sanders 082410 -- 08/24/2010

EXHIBIT NO. D⁶



M Sanders 082410 - - 08/24/2010

EXHIBIT NO. D



Ryder - AR/EOS remains no change from 082410 inspection - 11/17/2010

EXHIBIT NO. D⁸



Ryder - AR/EOS remains no change from 082410 inspection - 11/17/2010

EXHIBIT NO. D9



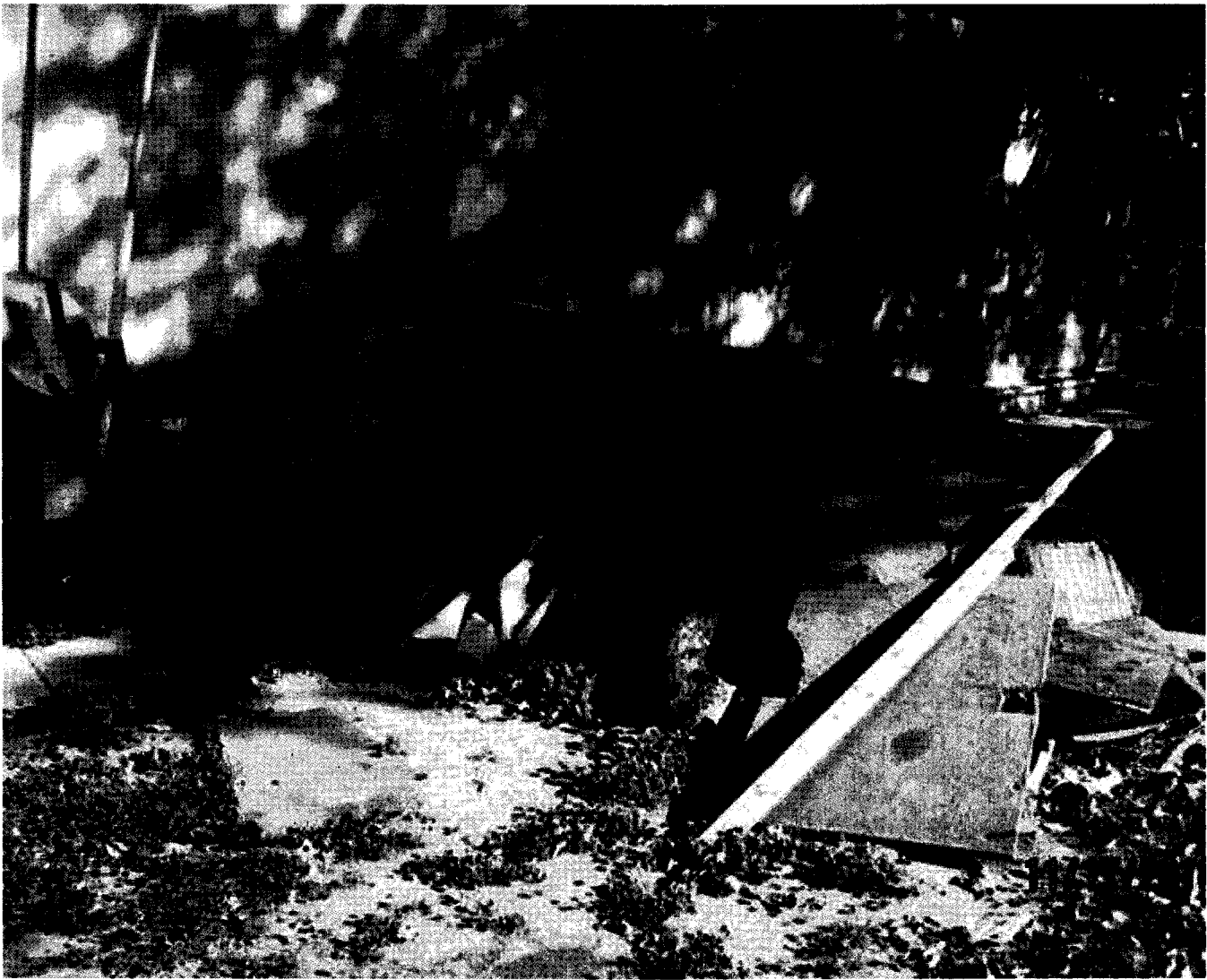
Ryder - AR/EOS remains no change from 082410 inspection - 11/17/2010

EXHIBIT NO. Do



Ryder - AR/EOS remains no change from 082410 inspection - 11/17/2010

EXHIBIT NO. DB



Ryder - AR/EOS remains no change from 082410 inspection - 11/17/2010

EXHIBIT NO. D/4



Ryder - AR/EOS remains no change from 082410 inspection - 11/17/2010

EXHIBIT NO. D¹⁵



Ryder - AR/EOS remains - 01/25/2011

EXHIBIT NO. D¹⁶



Ryder - AR/EOS remains - 01/25/2011

EXHIBIT NO. D¹¹



Ryder - AR/EOS remains - 01/25/2011

EXHIBIT NO. D18



Ryder - AR/EOS remains - 01/25/2011

EXHIBIT NO. D¹⁹



Ryder - AR/EOS remains - 01/25/2011

EXHIBIT NO. D²⁰



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

August 25, 2010

RE CASE NO: CV1006635

I, Michael Sanders, 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 AUGUST 24, 2010 at 11:50 AM, I securely and conspicuously posted NOTICE OF VIOLATION at the property described as:

Property Address: 43337 EDITH WAY, VALLE VISTA

Assessor's Parcel Number: 549-234-004

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

Executed on August 25, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

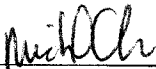

By: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. E²



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

August 25, 2010

Occupant
43337 EDITH WAY
VALLE VISTA, CA 92544

RE CASE NO: CV1006635 at 43337 EDITH WAY, VALLE VISTA, California, Assessor's Parcel Number 549-234-004

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43337 EDITH WAY, VALLE VISTA California, Assessor's Parcel Number 549-234-004, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), of the Riverside County Code.

Said violation is described as:

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

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

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.

COMPLIANCE MUST BE COMPLETED BY September 23, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

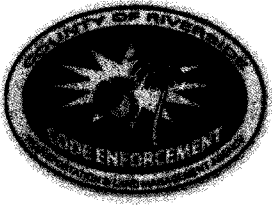
NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$119.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. E³



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

August 25, 2010

SHAWN NGUYEN
367 MAR VISTA DR
VISTA, CA 92083

RE CASE NO: CV1006635 at 43337 EDITH WAY, VALLE VISTA, California, Assessor's Parcel Number 549-234-004

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43337 EDITH WAY, VALLE VISTA California, Assessor's Parcel Number 549-234-004, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), of the Riverside County Code.

Said violation is described as:

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- 1) Remove all rubbish and dispose of it in an approved, legal landfill.

COMPLIANCE MUST BE COMPLETED BY September 23, 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 \$119.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

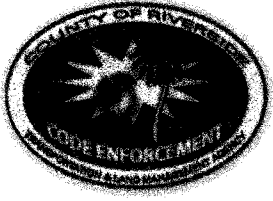
YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. _____

E⁴



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

PROOF OF SERVICE

Case No. CV1006635

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, 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 August 25, 2010, I served the following documents(s):

NOTICE RE: Notice of Violation

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

SHAWN NGUYEN 367 MAR VISTA DR, VISTA, CA 92083
OCCUPANT 43337 EDITH WAY, VALLE VISTA, CA 92544

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 August 25, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Elizabeth Ross, Code Enforcement Aide

EXHIBIT NO. _____

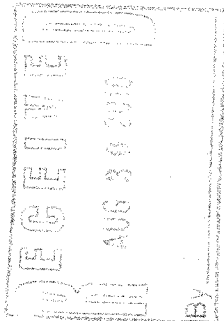
ES

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPT.
39493 LOS ALAMOS RD.
MURRIETA, CA 92563

CERTIFIED MAIL™



7009 2820 0004 4456 9354



Handwritten initials: JAC



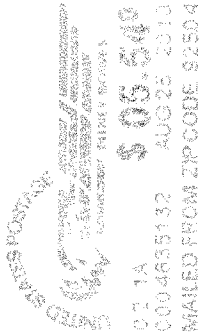
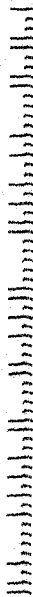
Occupant
43337 EDIT
VALLE VIST

925443 925550 0000

NIXIE 929 DE 1 00 09/28/10

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

BC: 925550509999 *1004-00419-25-42



7009 2820 0004 4456 9354

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

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

OFFICIAL USE

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

Postmark
Here

Occupant
43337 EDITH WAY
VALLE VISTA, CA 92544
cV10-06635 APN: 549-2

PS Form 3800, August 2006

See Reverse for Instructions

EXHIBIT NO. _____

Handwritten: E6



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

December 9, 2010

SHAWN NGUYEN
367 MAR VISTA DR
VISTA, CA 92083

RE CASE NO: CV1006635 at 43337 EDITH WAY, in the community of VALLE VISTA, California, Assessor's Parcel Number 549-234-004

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43337 EDITH WAY, in the community of VALLE VISTA California, Assessor's Parcel Number 549-234-004, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), of the Riverside County Code.

Said violation is described as:

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

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

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.

COMPLIANCE MUST BE COMPLETED BY January 7, 2011. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

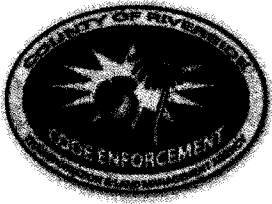
NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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: R Ryder, Code Enforcement Officer

EXHIBIT NO. E8



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

December 9, 2010

Union Bank of California, N.A.

P.O. box 85643
San Deigo, CA 92186-5643

RE CASE NO: CV1006635 at 43337 EDITH WAY, in the community of VALLE VISTA, California, Assessor's Parcel Number 549-234-004

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43337 EDITH WAY, in the community of VALLE VISTA California, Assessor's Parcel Number 549-234-004, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), of the Riverside County Code.

Said violation is described as:

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

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

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COMPLIANCE MUST BE COMPLETED BY January 7, 2011. 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: R Ryder, Code Enforcement Officer

EXHIBIT NO. E⁹



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

PROOF OF SERVICE

Case No. CV1006635

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, 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 December 9, 2010, I served the following documents(s):

NOTICE RE: Notice of Violation

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

SHAWN NGUYEN 367 MAR VISTA DR, VISTA, CA 92083
Union Bank of California, N.A. P.O. box 85643, San Deigo, CA 92186-5643

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.

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 December 9, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Elizabeth Ross, Code Enforcement Aide

EXHIBIT NO. _____

EPD

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

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

OFFICIAL USE

7009 2250 0001 9042 0920

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

Postmark
Here

Union Bank of California, N.A.
P.O. Box 85643
San Diego, CA 92186-5643
CV10-06635 APN: 549

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

REC'D DEC 15 2010

Union Bank of California, N.A.
P.O. Box 85643
San Diego, CA 92186-5643
CV10-06635 APN: 549

2. Article Number
(Transfer from service label)

7009 2250 0001 9042 0920

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-11

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

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

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

DEC 13 2010

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

4. Restricted Delivery? (*Extra Fee*) Yes

EXHIBIT NO. _____

E¹¹

When recorded please mail to:
Riverside County
Code Enforcement Department
39493 Los Alamos Rd.
Murrieta, CA 92563
Mail Stop No. 5155

DOC # 2010-0586666
12/08/2010 11:16A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



0/2 **M**
059

NOTICE OF NONCOMPLIANCE

In the matter of the Property of)
Shawn Nguyen)

Case No.: CV10-06635

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.541, (RCC Title 8.120.010) described as Accumulated Rubbish. Such Proceedings are based upon the noncompliance of such real property, located at 43337 Edith Way, Hemet, CA, and more particularly described as Assessor's Parcel Number 549-234-004 and having a legal description of 0.18 Acres, MB 88/64, TR 6970-2, LOT 23, Records of Riverside County, with the requirements of Ordinance No. 541 (RCC Title 8.120.010).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 39493 Los Alamos Road, Murrieta, CA 92563; Attention: Code Enforcement Officer R. Ryder (951) 600-6140.

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

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By: *Hector Viray*
Hector Viray
Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)

On 12/01/10 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

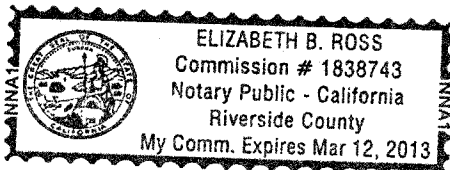


EXHIBIT NO. F

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

April 14, 2011

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

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

Case No.: CV10-06635
APN: 549-234-004; NGUYEN
Property: 43337 Edith Way, Hemet

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 541 (RCC Title 8) and 725 (RCC Title 1) to consider the abatement of the accumulated rubbish located on the SUBJECT PROPERTY described as 43337 Edith Way, Hemet, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 549-234-004.

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

SAID HEARING will be held on **Tuesday, May 3, 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 with the undersigned and Brian Black at 8:30 a.m. on the day of the hearing in Conference Room 2A located on the 1st floor in front of the Human Resources Office to discuss the case.

PAMELA J. WALLS
Riverside County Counsel

Raymond M. Madocal for
L. Alexandra Fong
Deputy County Counsel

EXHIBIT NO. 6

NOTICE LIST

Subject Property: 43337 Edith Way, Hemet
Case No.: CV 10-06635; APN: 549-234-004; District 3

SHAWN NGUYEN
43337 EDITH WAY
HEMET CA 92544

SHAWN NGUYEN
367 MAR VISTA DR
VISTA CA 92083

UNION BANK OF CALIFORNIA, N.A.
DOCUMENT FOLLOW-UP DEPT M-520
8248 MERCURY COURT SUITE B
SAN DIEGO CA 92111

LAKE HEMET MUNICIPAL WATER DISTRICT
PO BOX 5039
HEMET CA 92544-0039

UNION BANK OF CALIFORNIA, N.A.
PO BOX 85643
SAN DIEGO CA 92186-5643

L:\Code Enforcement\Abatements\2011\2010\CV 10-06635\Notice List.DOC

EXHIBIT NO. 62

NOTICE LIST

Subject Property: 43337 Edith Way, Hemet
Case No.: CV 10-06635; APN: 549-234-004; District 3

7010 1670 0001 7232 4351

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Certified Fee	2.80		
Return Receipt Fee (Endorsement Required)	2.30		
Restricted Delivery Fee (Endorsement Required)			
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Return Receipt Fee (Endorsement Required)	2.30		
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 5.54		

Sent To

Street, Ap or PO Box LAKE HEMET MUNICIPAL WATER
City, State DISTRICT
PO BOX 5039
HEMET CA 92544-0039

PS Form 3800, August 2006 See Reverse for Instructions

7010 1670 0001 7232 4368

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Return Receipt Fee (Endorsement Required)	2.30		
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 5.54		

Sent To

Street, Ap or PO Box SHAWN NGUYEN
City, State 367 MAR VISTA DR
VISTA CA 92083

PS Form 3800, August 2006 See Reverse for Instructions

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Certified Fee	2.80		
Return Receipt Fee (Endorsement Required)	2.30		
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 5.54		

Sent To

Street, Ap or PO Box UNION BANK OF CALIFORNIA, N.A.
City, State DOCUMENT FOLLOW-UP DEPT M-520
8248 MERCURY COURT SUITE B
SAN DIEGO CA 92111

PS Form 3800, August 2006 See Reverse for Instructions

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Certified Fee	2.80		
Return Receipt Fee (Endorsement Required)	2.30		
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 5.54		

Sent To

Street, Ap or PO Box SHAWN NGUYEN
City, State 43337 EDITH WAY
HEMET CA 92544

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT NO. 63

1 **PROOF OF SERVICE**

2 Case No. CV10-06635

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
business address is 3960 Orange Street, Suite 500, Riverside, California 92501.

6 That on April 14, 2011, I served the following document(s):

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

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

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

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

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

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

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

19 EXECUTED ON April 14, 2011, at Riverside, California.

20 
21 _____
22 **BRENDA PEELER**

23
24
25
26
27
28 **EXHIBIT NO.** 64



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

April 19, 2011

RE CASE NO: CV1006635

I, R Ryder, 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 04192011 at 1024 am, I securely and conspicuously posted Notice to correct at the property described as:

Property Address: 43337 EDITH WAY, VALLE VISTA

Assessor's Parcel Number: 549-234-004

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

Executed on April 19, 2011 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: R Ryder, Code Enforcement Officer

EXHIBIT NO. G⁵