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

1018



September 13, 2012

FROM:

Departmental Concurrence

County Counsel

Code Enforcement Department

SUBJECT: Statement of Abatement Costs [Case No. CV08-09687]

Subject Property: 44566 Swingle Ave., Indio; GONZALES

APN: 608-031-031 District Four / Four

RECOMMENDED MOTION: Move that the Board of Supervisors:

- assess the reasonable costs of abatement of a public nuisance (substandard structure and 1) accumulated rubbish) in the above-referenced matter to be one thousand, seven hundred sixty-six dollars and ninety-five cents (US \$1,766.95);
- assess the costs of abatement against the above-described subject property; (2)
- authorize the recordation of a notice of abatement lien; (3)
- authorize the abatement costs to be added to the tax roll as a special assessment; and (4)
- authorize and direct the Code Enforcement Department to take any reasonable actions to collect the

		(A)	<u> </u>		
		PATRICIA MUN	ROE, Deputy Cor	unty Counsel	
		for PAMELA J. \	NALLS, County C	Counsel	
	Current F.Y. Total Cost:	\$ N/A	In Current Year B	Budget: N	I/A
FINANCIAL	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustme	ent: N	I/A
DATA	Annual Net County Cost:	\$ N/A	For Fiscal Year:	<u> </u>	I/A
SOURCE OF FU	NDS:			Positions To Be Deleted Per A-30	
				Requires 4/5 Vote	
C.E.O. RECOM	MENDATION:	APPROVE			
		BY: Will	house		
County Executive	ve Office Signature	Tina Grande	//		

X

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Buster, Tavaglione, Stone, Benoit and Ashley

Nays:

None

Absent:

None

Date:

September 25, 2012

XC:

Co. Co./CED

Prev. Agn. Ref.:

District: 4/4

Agenda Number:

Kecia Harper-Ihem

Exec. Ofc.

Consent

Dep't Recomm.:

Consent

Statement of Abatement Costs [Case No. CV08-09687] Subject Property: 44566 Swingle Ave., Indio; GONZALES

APN: 349-310-030 District Four / Four

Page 2

BACKGROUND: Government Code § 25845, Riverside County Ordinance Nos. 457, 541 and 725 authorize the recovery of abatement costs in public nuisance cases, the recordation of a notice of abatement lien and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

Notices of Violation and Administrative Citations were issued. Subsequently, the property owner brought the property into compliance.

The Notice of Hearing re Statement of Abatement Costs has been posted on the property and mailed to the property owner and all interested parties, as required by law. Copies of all relevant notices issued in this matter together with proof of service and posting have been separately filed with the Clerk of the Board and are made a part of the record herein, pursuant to Riverside County Ordinance 725.

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

FROM:

County Counsel

Code Enforcement Department

SUBJECT:

Statement of Abatement Costs [Case No. CV08-09687] Subject Property: 44566 Swingle Ave., Indio; GONZALES

APN: 608-031-031

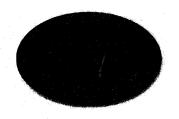
District Four / District Four

TABLE OF SUPPLEMENTAL DOCUMENTS FILED WITH THE CLERK OF THE BOARD

Hearing Date: SEPTEMBER 25, 2012

Proof(s) of Service and Affidavit(s) of Posting	
Summary Statement of Abatement Costs and Statement of Abatement Costs with Supporting Documents	Exhibit B
Assessment-Roll For The Year 11/12 And Geographic Information System, June 11, 2012	Exhibit C
Lot Book Report and/or DataQuick	Exhibit D
Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment	Exhibit E
Request for Hearing	Exhibit F

EXHIBIT "A"



Juan C. Perez Interim Director

September 4, 2012

NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS

To: Owner(s) or Interested Parties (See Attached Proof of Service and Responsible Parties List) Subject Property: 44566 Swingle Ave., Indio

Case No.: CV08-09687; GONZALES

APN: 608-031-031

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors on **Tuesday, September 25, 2012, at 9:30 a.m.** in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California, at which time and place pertinent testimony will be heard regarding the expenses incurred by the County of Riverside, Code Enforcement Department ("Department") for the above-referenced abatement case. Said abatement case involved substandard structure and accumulated rubbish located on your real property commonly described as 44566 Swingle Ave., Indio, Riverside County, California and more particularly described as Assessor's Parcel Number 608-031-031.

The total expense due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is **one thousand, seven hundred sixty-six dollars and ninety-five cents (US \$1,766.95).** This amount is immediately due and payable. If you have any objections to the Statement of Abatement Costs attached hereto, you must address your objections to the Board of Supervisors at the hearing. If you have any questions about the attached Statement of Abatement Costs, please contact Carol Lynn Anderson at (951) 955-2004. In the event the total amount due is not paid to the Department prior to the Board Hearing, the DEPARTMENT shall seek an order from the Board of Supervisors to place a lien against your property and collect the amount due as a special tax assessment.

Failure to appear at the hearing will result in the exclusion of your testimony. Facts as known to the Department will be presented to the Board of Supervisors for their final consideration and deliberation of this matter.

We encourage you to contact Code Enforcement at (951) 955-2004 upon receipt of this Notice to discuss the case and attempt to reach a resolution prior to the hearing. If you plan to attend the hearing, please checkin with Code Enforcement staff at 8:30 a.m. on the day of the hearing in the lobby of the first floor annex in front of the Clerk of the Board's Office.

JUAN C. PEREZ INTERIM DIRECTOR

Administrative Services Officer

Enclosure: Statement of Abatement Costs



COUNTY OF RIVERSIDE CODE ENFORCEMENT

P.O. Box 1469, Riverside, CA 92502 Phone: 951-955-2004 Fax: 951-955-8680

Property Reference/Mailing Address

608031031 MARIO J GONZALES 30875 DATE PALM DR CATHEDRAL CY CA. 92234 **Date:** 6/11/2012

Summary Statement of Abatement Costs

Date	Invoice Number & Amount	Amount	Balance
06/11/2012	CV0809687- INV #104057. Orig. Amount \$1,566.95.	1,566.95	1,566.9
01/03/2011	CV0809687:A35671- INV #A35671. Orig. Amount \$200.00. A35671	200.00	1,766.9
		Total Now Due	\$1,766.95

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees, or other collection costs incurred in the collection of these abatement costs.

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Code Enforcement Department

County of Riverside Code Enforcement Department

P.O. Box 1469, Riverside, CA 92502

Phone: (951) 955-2004 Fax: (951) 955-8680



Statement of Abatement Costs

608031031 MARIO J GONZALES 30875 DATE PALM DR CATHEDRAL CY CA. 92234

Date	Invoice #
6/11/2012	104057

Property Address

608031031 MARIO J GONZALES 44566 SWINGLE AVE. INDIO, CA 92201

Case Number	District	Class
CV0809687	4	SOAC

You are liable to the County for the following abatement

costs:

Date	Item	Description	Hours/Qty	Rate	Amount		
10/20/2010	Officer Hours	Labor Charges - Officer Time	1	109.00	109.00		
11/16/2010	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50		
11/23/2010	Officer Hours	Labor Charges - Officer Time	1.4	109.00	152.60		
11/24/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70		
11/30/2010	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50		
12/14/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70		
2/2/2011	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50		
2/23/2011	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50		
6/11/2012	SOAC Preparation	Prepare Summary of Abatement Cost	1	65.00	65.00 610.00		
		Subtotal Code Enforcement Costs					
3/8/2011	Attorney Fees	Attorney Fees - County Counsel	1.5	74.98	112.47		
3/17/2011	Attorney Fees	Attorney Fees - County Counsel	0.7	74.98572	52.49		
3/22/2011	Attorney Fees	Attorney Fees - County Counsel	2.7	74.98148	202.45		
3/23/2011	Attorney Fees	Attorney Fees - County Counsel	2.2	74.98182	164.96		
3/28/2011	Attorney Fees	Attorney Fees - County Counsel	0.5	74.98	37.49		
4/13/2011	Attorney Fees	Attorney Fees - County Counsel	0.7	74.98572	52.49		
6/11/2012	Prepare Case for SOAC H	Prepare Case for Statement of Abatement Costs Hearing		125.55	125.55		
	Attend SOAC Hearing	Attend Statement of Abatement Costs Hearing		69.75	69.75		
	Ĭ	Subtotal County Counsel Costs	ŀ		817.65		
12/15/2010	Lot/Title Report	Lot/Title Report		120.00	120.00		
6/11/2012	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30		
• • • • • • • • • • • • • • • • • • • •		Subtotal Contractor Costs			139.30		
·			Subtota	al	\$1,566.95		
The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not							
paid within thirty (30) days you will be liable for additional administrative costs					\$1,566.95		

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Code Enforcement Department



County of Riverside Code Enforcement Department

P.O. Box 1469, Riverside, CA 92502 Phone: (951) 955-2004 Fax: (951) 955-8680 demands@rctlma.org

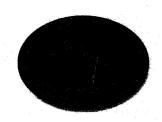
Administrative Citation

608031031 MARIO J GONZALES 30875 DATE PALM DR CATHEDRAL CITY CA. 92234

Citation Issue Date	Billing Date	
1/3/2011	6/11/2012	

Citation Number	District	Class
A35671	4	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	A35671 - CV0809687	1	200.00	200.00
,				
				·
			Subtotal	\$200.00
			Payments/Cred	dits \$0.00
		Ĺ	Total	\$200.00



RESPONSIBLE PARTIES

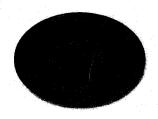
September 4, 2012

OWNER MARIO J GONZALES 30875 DATE PALM DR CATHEDRAL CY, CA 92234

MARIO J GONZALES / OCCUPANT 44566 SWINGLE AVE INDIO, 92201

MARIO GONZALES 25211 STOCKPORT #173 LAGUNA HILLS, CA 92653

MARIO GONZALES 22810 PAHUTE DR. MORENO VALLEY, CA 92553-7846



PROOF OF SERVICE

Case No. CV08-09687

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, <u>Brenda Peeler</u>, 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 September 4, 2012, I served the following documents(s):

Notice of Hearing Re: Statement of Abatement Costs

Responsible Parties List

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

MARIO J GONZALES 30875 DATE PALM DR, CATHEDRAL CY, CA 92234 MARIO J GONZALES OCCUPANT 44566 SWINGLE AVE, INDIO, 92201 MARIO GONZALES 25211 STOCKPORT #173, LAGUNA HILLS, CA 92653 MARIO GONZALES 22810 PAHUTE DR., MORENO VALLEY, CA 92553-7846

- 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 September 4, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Brenda/Peeler, Code Enforcement Aide



AFFIDAVIT OF POSTING OF NOTICES

September 6, 2012

RE CASE NO: CV0809687

I, Francisco Mendez, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 38686 El Cerrito Road, Suite 200, Palm Desert, California 92211.

That on 9/5/2012 at 11:18 a.m., I securely and conspicuously posted SOAC Hearing Packet at the property described as:

Property Address: 44566 SWINGLE AVE, INDIO

Assessor's Parcel Number: 608-031-031

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

Executed on September 6, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Francisco Mendez, Code Enforcement Officer

EXHIBIT "B"

Page 1 of 1

SUMMARY OF COUNTY COUNSEL LABOR COST

Case Nu	Case Number CV0809687	87	TOTAL	TOTALS: Lines: 6	6 Hours: 8.3	Cost: \$622.35
BILL DAT	CASE NUMBER	BILL HOURS	BILL AMOUNT	ATTY	DESCRIPTION	
3/8/2011	CV0809687	1.5	\$112.47	AJJ	print and review current investigative report; emails to Officer Frank Mendez and Senior Officer Frank Mendez, Senior Officer Miche	print and review current investigative report; prepare, review and sort exhibits; review documents and file; emails to Officer Frank Mendez and Senior Officers Hector Herrera and Eddie Delgado; emails to and from Officer Frank Mendez, Senior Officer Miche
3/17/2011	CV0809687	0.7	\$52.49	AJJ	review file and documents; m	review file and documents; meet/discuss case with Alexandra Fong
3/22/2011	CV0809687	2.7	\$202.45	AJJ	prepare case file to review; s Officer's Declaration	prepare case file to review; sort exhibits; print and review current investigative report; prepare drafts re Officer's Declaration
3/23/2011	CV0809687	2.2	\$164.96	AJJ	prepare drafts re Officer's De Officer Francisco Mendez an	prepare drafts re Officer's Declaration, Notice List and Form 11; review file and documents; emails to Officer Francisco Mendez and Senior Officer Michelle Cervantes; case log update
3/28/2011	CV0809687	0.5	\$37.49	AJJ	review file and check case st	review file and check case status; review/update case log
4/13/2011	CV0809687	0.7	\$52.49	AJJ	assistance to/meet with Bren	assistance to/meet with Brenda Peeler; trace and locate file
Case Nur	Case Number CV0809687	87	TOTALS	TOTALS: Lines: 6	6 Hours: 8.3	Cost: \$622.35

Expenditure Transactions Criteria: Post On = 7/1/2002..6/30/2012

	Operator			E148473		
	Description			PARTIES OF INTEREST REPORTS		
	Amount			120.00	120.00	120.00
	Class					
	Project			ZCV0809687		
	Program					
	Account			525440		
	Department			3140100000		
,	Fund		rvices	10000		
112002013012011	Journal Date Journal ID Fund Department Account	aral Fund	Account 525440 Professional Services	1/12/2011 AP01430434 10000	onal Services	pun ₂
CHICHIA: 1 05t OH - 17 1/20020/50/2012	Journal Date	Fund 10000 General Fund	Account 525440	1/12/2011	Total Professional Services	Total General Fund

Back to Main Page

General Information

Citation A35671

Date 01/03/11

Time 02:40 PM

Amt Owing this Citation: \$200.00

This Plate:

This Person: \$200.00

Issuing Agency: Riverside County Administrative

Dept: Code Enforcement

Status: OPEN: Noticed (sent to FTB)

Number: 1 of 1

Responsible Party Information

Name: GONZALES, MARIO J

Address: 30875 DATEPALM DR

City/State/Zip: CATHEDRAL CITY, CA 92234

Citation Information

Location: 44566 SWINGLE AVE

Case: CV0809687

Badge #: 60

Comments:

Violation Information

Code

Description

Amount

15.16.020

Substandard Structure

100.00

8.120

Accumulated rubbish

100.00

Fee History

Payment History

Notice History

Notice Date

Due Date

Description

Amount

8894931

Number

1st Notice Sent

200.00

9002683

02/07/11

2nd Notice Sent

200.00

03/10/11

200.00

04/15/11 9099702

3rd Notice Sent

Appeal History

Responsible Party History

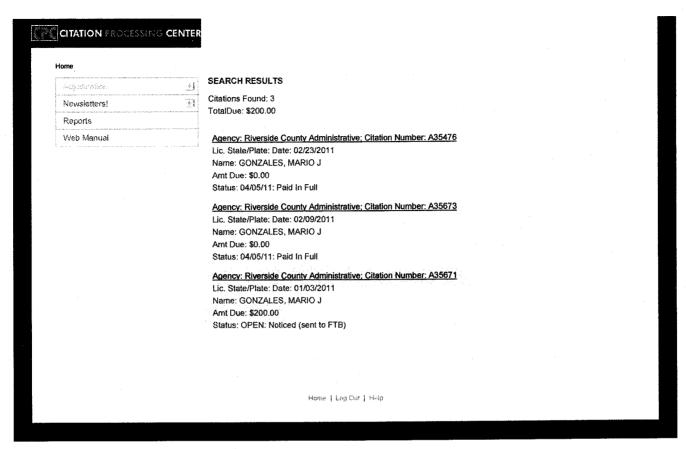
Date

Name & Address

01/18/11 GONZALES, MARIO J, 30875 DATEPALM DR, CATHEDRAL CITY, CA, 92234

Citation History						
Date	Transaction	Rep Name	Description			
1/18/2011	New Citation Added	B Kim	•			
1/18/2011	Citation Data Entered	S Choi				
1/18/2011	Responsible party entered	B Kim	: •			
2/4/2011	Notice sent	T FEES	Inserted during Extract Commit			
3/9/2011	Notice sent	T FEES	Inserted during Extract Commit			
4/14/2011	FTB Notice sent	T FEES	Inserted during Extract Commit for FTB Notice			
2/28/2012	SSN Requested	T FEES	Inserted during Extract Commit for SSN REQUEST			
2/29/2012	SSN Hit	H Akolawala	SSN HIT			
3/2/2012	Send FTB Update	M Niranjanan	Sending to FTB (tracking #20120302) for update due to TransCode 156 for cite #12855281			

Home | FAQ

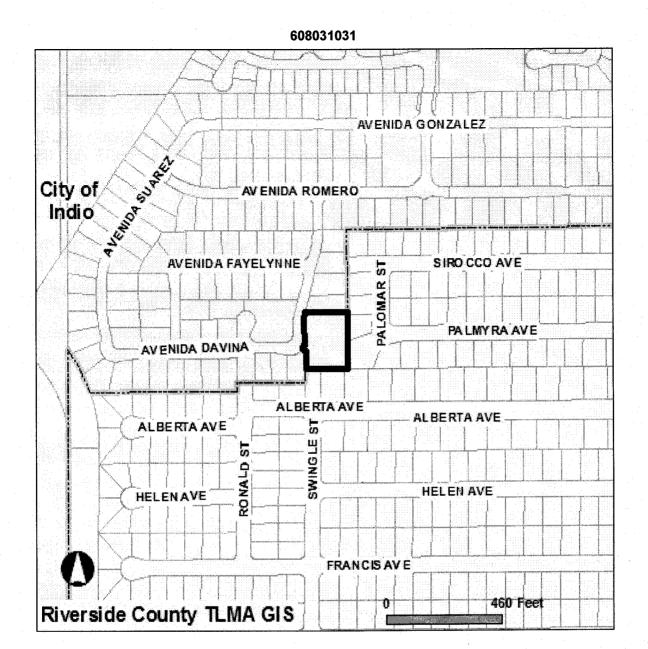


 $\hat{\mathbb{A}} \otimes \mathsf{Copyright}$ 2010 Citation Processing Center. All Rights Reserved

EXHIBIT "C"

Assessment Roll For the 2011-2012 Tax Year as of January 1,2011

Assessment #608031031-6		Parcel # 608031031-6	
Assessee:	GONZALES MARIO J	Land	213,330
Mail Address:	30875 DATE PALM DR	Structure	11,095
City, State Zip:	CATHEDRAL CY CA 92234	Full Value	224,425
Real Property Use Code:	R1	Total Net	224,425
Base Year	2008	rotar Nec	,
Conveyance Number:	0577191		
Conveyance (mm/yy):	9/2007	View Parcel Map	`
PUI:	R010012		
TRA:	75-056		
Taxability Code:	0-00		
ID Data:	Lot 1 MB 392/080 TR 31987		
Situs Address:	44566 SWINGLE AVE INDIO CA 92201		



Selected parcel(s): 608-031-031

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

<u>APNs</u> 608-031-031-6

OWNER NAME / ADDRESS

MARIO J GONZALES ADDRESS NOT AVAILABLE

MAILING ADDRESS

(SEE OWNER) 30875 DATE PALM DR CATHEDRAL CY CA. 92234

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 392/80 SUBDIVISION NAME: TR 31987 LOT/PARCEL: 1, BLOCK: NOT AVAILABLE TRACT NUMBER: 31987

LOT SIZE

RECORDED LOT SIZE IS 0.88 ACRES

PROPERTY CHARACTERISTICS

NO PROPERTY DESCRIPTION AVAILABLE

THOMAS BROS. MAPS PAGE/GRID

PAGE: 5410 GRID: C7

CITY BOUNDARY/SPHERE

CITY OF INDIO NOT WITHIN A CITY SPHERE ANNEXATION DATE: NOT APPLICABLE LAFCO CASE #: NOT APPLICABLE PROPOSALS: NOT APPLICABLE

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT 2011 (ORD. 813)

JOHN BENOIT, DISTRICT 4

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

ROY WILSON, DISTRICT 4

TOWNSHIP/RANGE

T5SR7E SEC 22

ELEVATION RANGE

ELEVATION NOT AVAILABLE

PREVIOUS APN

608-031-030

PLANNING

LAND USE DESIGNATIONS

Consult with the city for land use information.

SANTA ROSA ESCARPMENT BOUNDARY
NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

WESTERN COACHELLA VALLEY

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

ZONING CLASSIFICATIONS (ORD. 348)

See the city for more information

ZONING DISTRICTS AND ZONING AREAS

BERMUDA DUNES DISTRICT

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

HISTORIC PRESERVATION DISTRICTS NOT IN AN HISTORIC PRESERVATION DISTRICT

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS

NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS

BERMUDA DUNES

AIRPORT COMPATIBLITY ZONES

BERMUDA DUNES ZONE E

ENVIRONMENTAL

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

CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS

NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP

NOT IN A CELL GROUP

WRMSHCP CELL NUMBER

NOT IN A CELL

HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEWPROCESS)

NON

VEGETATION (2005)

NO DATA AVAILABLE

FIRE

HIGH FIRE AREA (ORD. 787)

NOT IN A HIGH FIRE AREA

FIRE RESPONSIBLITY AREA

NOT IN A FIRE RESPONSIBILITY AREA

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)

WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)

NOT WITHIN THE WESTERN RIVERSIDE COUNTY MSHCP FEE AREA

ROAD & BRIDGE DISTRICT

NOT IN A DISTRICT

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)

IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. In EAST

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)

NOT WITHIN THE WESTERN TUMF FEE AREA

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

WESTERN COACHELLA VALLEY

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

NOT WITHIN AN SKR FEE AREA.

DEVELOPMENT AGREEMENTS

NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY

NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

ROAD BOOK PAGE

212A

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

CVWD

FLOOD CONTROL DISTRICT

COACHELLA VALLEY WATER DISTRICT

WATERSHED

WHITEWATER

GEOLOGIC

FAULT ZONE

NOT IN A FAULT ZONE

FAULTS

NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL

HIGH

SUBSIDENCE

ACTIVE

PALEONTOLOGICAL SENSITIVITY

HIGH SENSITIVITY (HIGH A).

BASED ON GEOLOGIC FORMATIONS OR MAPPABLE ROCK UNITS THAT ARE ROCKS THAT CONTAIN FOSSILIZED BODY ELEMENTS, AND TRACE FOSSILS SUCH AS TRACKS, NESTS AND EGGS. THESE FOSSILS OCCUR ON OR BELOW THE SURFACE.

MISCELLANEOUS

SCHOOL DISTRICT

DESERT SANDS UNIFIED

COMMUNITIES

INDIC

COUNTY SERVICE AREA

IN OR PARTIALLY WITHIN

INDIO #53 -

NO SERVICE INFORMATION

LIGHTING (ORD. 655)

ZONE B, 43.72 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

045208

FARMLAND

URBAN-BUILT UP LAND

TAX RATE AREAS

075056

•CITRUS PEST CONTROL 2

•COACH VAL CO WTR STORM WTR UNIT

•COACHELLA VAL JT BLO HIGH

•COACHELLA VALLEY COUNTY WATER

- •COACHELLA VALLEY PUBLIC CEMETERY
 •COACHELLA VALLEY REC AND PARK
 •COACHELLA VALLEY RESOURCE CONSER
 •COUNTY FREE LIBRARY
 •COUNTY SERVICE AREA 53 *
 •COUNTY STRUCTURE FIRE PROTECTION

- **•COUNTY WASTE RESOURCE MGMT DIST**
- •CSA 152
- **•CV MOSQ & VECTOR CONTROL**
- •CVC WTR IMP DST 1 DEBT SV •DESERT COMMUNITY COLLEGE
- *DESERT SANDS UNIFIED SCHOOL
- •ERAF RDV •GENERAL

- •GENERAL PURPOSE
 •INDIO MERGER RDV PROJ RDV AB1290
- •RIV CO REG PARK & OPEN SPACE •RIV. CO. OFFICE OF EDUCATION
- **•SUPERVISORIAL ROAD DISTRICT 4**
- VALLEY SANITARY

<u>SPECIAL NOTES</u>
PLEASE REFER TO ORDINANCE 457.96 FOR COACHELLA VALLEY AGRICULTURAL GRADING EXEMPTIONS.

CODE COMPLAINTS

<u> </u>		
Case #	Description	Start Date
NO CODE COMPLAINTS	NOT APPLICABLE	NOT APPLICABLE

REPORT PRINTED ON...Mon Jun 11 13:53:21 2012 Version 120530

608031031

EXHIBIT "D"

Dwner GONZALES,MARIO J TRUST	Address 44566 SWINGLE AVE INDIO , CA 92201		Parcel/Tax ID 608-031-031	
Property Profile				
Ownership Information		ynamingalise eminenimina iristrae eminenimina iristrae eminente eminente eminente eminente eminente eminente e	a ngagana kan katalan kan kan kan kan kan kan kan kan kan k	
Primary Owner	GONZALES, MARIO J TRUST	Site Address	44566 SWINGLE AVE INDIO, CA 92201	
Secondary Owner		Site City, St Zip	30875 DATE PALM DR	
Ownership Description	Living Trust	Mail Address	CATHEDRAL CITY, CA 92234	
Telephone Number		Mail City, St Zip	0452.08	
Lot	1	Census Tract	0452.08	
<u> </u>	ousing Tract / Subdivision Name 31987 /			
Legal Description	.88 ACRES IN LOT 1 MB 392/	080 IK 31987		
Property Details				
Use Code	Single family residence			
State	CA	County/Municipality	RIVERSIDE	
RTSQ		Total Rooms		
Zoning		Bedrooms		
Number Of Units		Bathrooms		
Year Built		Basement Square Feet		
# Of Stories		Parking		
Lot Size	38,333	Parking Square Feet		
Usable Lot Size		View		
Lot Depth		Pool		
Lot Width		Fireplace		
Square Feet		HT/AC		
Square Ft 1st Flr		Cooling Detail		
Square Ft 2nd Fir		Heating Detail		
Square Ft 3rd Fir	•	Roof Type		
Additions - Square Feet		Construction Quality		
Building Shape		Construction Type		
New Page Grid		Exterior		
Old Page Grid		Foundation		
Tax Information				

Assessor's Market Value

HomeOwners Exemption

1st Loan Amount / Type

Last Transaction W/O \$

Last Transaction W/O \$ Doc

2nd Loan Amount

Status/Yr Delinquent

Tax Amount

Tax Rate Area

\$2,771

Current

/ Conventional

75056

Assessor's Parcel Number/Tax ID

Assessed Total

Improvement

Last Sale Date

Sale Value

Lender

Percent Improvement

Sale Information

Document Number

Cost / Square feet Title Company

Land Total

608-031-031

Sep 12, 2007

0000577191

\$100,000 (Full)

STEWART TITLE

\$224,425

\$213,330

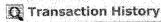
\$11,095

4.94%

Address

44566 SWINGLE AVE INDIO, CA 92201

Parcel/Tax ID 608-031-031



Transaction 2 - Transfer

Transaction Information

Buyer / Borrower

GONZALES MARIO J LIVING TRUST

Recorded Date Title Company

Sep 12, 2007 STEWART TITLE Signature Date **Multiple/Portion** Aug 17, 2007

Ownership Transfer Information

Seller

GHA PALOMA GROUP LLC

Transfer Value

Document #

\$100,000 (Full)

Transaction Type

Subdivision

0000577191

Deed In Lieu

Ν

Deed Type

Grant Deed Or Deed Of Trust

Loan Information

Loan Amount Document #

Loan Type

Conventional

0000577191

Interest Rate Type Seller Carry Back

Lender Name

Transaction 1 - Finance

Transaction Information

Buyer / Borrower Recorded Date

GHA PALOMA GROUP LLC

Feb 21, 2006 OTHER

Signature Date Multiple/Portion Feb 14, 2006

Title Company

Loan Information Loan Amount Document #

\$4,977,000

125051

Loan Type

Construction Adjustable Rate

Interest Rate Type Seller Carry Back

Lender Name

SOUTH COUNTY BANK NA

Legend

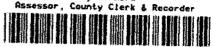
💲 Unusually large change in price

31 Multiple sales within a 30 day period

RECORDING REQUESTED BY: Stewart Title of Ca

AND WHEN RECORDED MAIL TO:

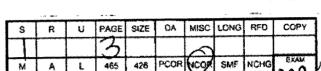
Mario Gonzales 30875 Date Palm Drive Cathedral City, CA 92234 DOC # 2007-0577191
09/12/2007 08:00R Fee:33.00
Page 1 of 3 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward



UN

005

CTY



TRA 007

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is \$110.00

(X) 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 [X] City of Indio AND

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

GHA Paloma Group, LLC, a California Corporation

hereby GRANT(s) to: MARIO J. GONZALES, TRUSTEE OF THE MARIO J. GONZALES LIVING TRUST DATED JANUARY 1, 2005

MARIO

the real property in the City of Indio, County of Riverside, State of California, described as: LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF Also Known as: Lot 1, 44474 Avenida Atwater, Indio, CA 92201 AP#: 408-031-031

DATED August 17, 2007
STATE OF CAUFORNIA
COUNTY OF PROPERTY OF ON OHIGHAF 17, 2007
Before me, KORO HOASEA
A Notary Public in and for said State, personally appeared
MOLIO BOO 2016

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/sheathey-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.

GHA Paloma Group, LLC, a California Corporation

Mario Gonzales

KAREN HANSEN
Commission # 1629685
Notary Public - California
Riverside County
My Comm. Expires Dec 13, 2009

Signature Horse To Party Shown BELOW, IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

EXHIBIT "A"

That certain real property located in the County of Riverside, State of California, more particularly described as follows:

Parcel 1:

Lot 1 of Tract No. 31987, as per Map recorded in Book 392 Pages 80 through 84, inclusive, of Maps, in the office of the County Recorder of Riverside County, California.

RESERVING THEREFROM, easements set forth in the Declaration of Covenants, Conditions and Restrictions and Easements for Vistas at Las Colinas ("Declaration") recorded in the Office of said County Recorder of California on January 21, 2005 as Instrument No. 05-060195.

Parcel 2:

Non-exclusive easements appurtenant to Parcel 1 above, on and over the "Common Area" as defined in the Declaration for access, use, occupancy, enjoyment, ingress and egress of the amenities located thereon. The Common Area is for the use of Owners of lots which are subject to the Declaration and is not for the use of the general public.

Parcel 3:

One Class A membership in THE VISTAS AT LAS COLINAS, INC., a California Nonprofit Mutual Benefit Corporation ("Association").

ALL PARCELS ABOVE ARE SUBJECT TO THE FOLLOWING:

This conveyance is made and accepted and said property is hereby granted subject to that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Vistas Las Colinas ("Declaration"), recorded January 21, 2005 as Instrument No. 05-060195, Official Records of Riverside County, California, and any amendments thereto, all of which by this reference are hereby expressly incorporated in and made a part hereof as though fully set forth herein. Said Declaration includes nonexclusive easements for enjoyment, ingress, egress, encroachment, pedestrian walkway, general recreation purposes, maintenance, repair, drainage, support, and for other purposes.

Grantees in accepting this deed and the conveyance hereunder do hereby agree, jointly and severally, for the benefit of Grantor and for the benefit of the Association and each and all members of the Association the Grantees will promptly, fully and faithfully comply with the Declaration, the Bylaws and the Governing Documents prescribed by the Association.

Grantees hereby agree, jointly and severally, promptly to pay in full any dues, fees or assessment levied by the Association.

The obligations of Grantees herein set forth shall be covenants running with the above-described property, it being understood that said membership in the Association and the obligations thereof will automatically pass to Grantees' successors in title in the above-described property whether such successors acquire title by foreclosure or otherwise, and shall be binding upon the Grantees above named, their heirs, devisees, executors, administrators, successors and assigns, provided that Grantees and their said successors in title shall be bound by the foregoing covenants only as long as they, respectively, own title to the above-described property.

RECORDATION REQUESTED BY:

South County Bank, N.A. Inland Valley Bank - Division 73 22342 Avenida Empresa Sulte A Rancho Santa Margerita, CA 92688

WHEN RECORDED MAIL TO:

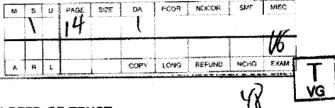
South County Bank, N.A. 22342 Avenida Empresa Suite A Rancho Santa Margarita, CA 92688

SEND TAX NOTICES TO:

GHA PALOMA GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY 58-936 ADELINA ROAD

CATHEDRAL CITY, CA 92234 50/302506 DOC # 2006-0125051 02/21/2006 08:00R Fee:48.00 Page 1 of 14 Recorded in Official Records County of Riverside Larry N. Mard Assessor, County Clerk & Recorder





CONSTRUCTION DEED OF TRUST

THIS DEED OF TRUST is dated February 14, 2006, among GHA PALOMA GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, whose address is 68-936 ADELINA ROAD, CATHEDRAL CITY, CA 92234 ("Trustor"); South County Bank, N.A., whose address is Inland Valley Bank - Division 73, 22342 Avenida Empresa Suite A, Rancho Santa Margarita, CA 92688 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and North American Title Company, whose address is 2185 North California Blvd. Suite 575, Walnut Creek, CA 94596 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, trensfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and drich rights tincluding stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in RIVERSIDE County, State of California:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as LOTS 19 - 26 AND 45 - 53 OF TRACT 31987, INDIO, CA 92201. The Assessor's Parcel Number for the Real Property is 608-031-001 AND 608-020-005.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN TRUSTOR AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of California.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing. (a) any breach or violation of any

Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threstened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing. (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable faderal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes fiable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The pravisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Doed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nulsance, Weste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing. Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and ges), coel, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of improvements. Trustor shall not demolish or remove any improvements from the Raal Property without Lander's prior written consent. As a condition to the removal of any improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Londer's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Construction Loan. If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note for such earlier date as Lender may reasonably establish; and Trustor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as a tender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-like percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pey when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filled as a result of nonpayment, Trustor shall within fifteen [15] days after the lien arises or, if a lien is filled, within fifteen (15) days after Trustor has notice of the filling, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and ettorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall

(Continued)

satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obliges under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall produre and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Trustor shall also produre and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insurads in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior len

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen 115) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired. Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair. Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable coast of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay eccued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year. Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the eash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to date of repayment by Trustor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (8) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Lews. Truster warrants that the Property and Truster's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any eminent domain or inverse condemnation proceeding is commenced affecting the Property. Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to participation.

Application of Net Proceeds. If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Londer's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as smended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refuled, or rerecorded, as the case may be, at such times and in such offices end places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1). Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2). The liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing. Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor talls to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

PARTIAL RELEASES. Lender shall execute partial releases of the lien of this Deed of Trust upon the following conditions: EXHIBIT "B" RELEASE PRICE SCHEDULE.

(Continued)

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Dead of Trust:

Payment Default. Trustor fails to make any payment when due under the indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for texes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Trustor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related December 1.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sale disputeing, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good (gith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within tifteen (15) days; or (2) if the cure requires more than lifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably pressingle.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Foreclosure by Sale. Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filled for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Nots, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the

notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate percels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Truster, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale. Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Judicial Foreclosure. With respect to all or any part of the Real Property, Lender shall have the right in fieu of foreclosure by power of sele to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by acent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufference. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufference of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rantal for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law. Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whisther or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate only automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plet of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Truster, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lander shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of RIVERSIDE County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

NOTICES. Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any perty may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

STATEMENT OF OBLIGATION FEE. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of Celifornia.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Trustor and Lander agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filled, upon request of either party. No act to take or dispose of any Property shall constitute a weiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposeing of such property with or without judicial process pursuant to Article 9 of the Uniform right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no erbitrator shall have the right or the power to enjoin or restrain any act of any party. Trustor and Lender agree that in the event of an action for judicial foracleosure pursuant to Californis Code of Civil Procedure Section 226, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of this arbitration for these purposes. The Federal

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no marger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lander's request to submit to the jurisdiction of the courts of Orange County, State of California.

No Walver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or pmission on the part of Lender in exercising any right shall operate as a waiver of such

right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any discumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means South County Bank, N.A., and its successors and assigns.

Borrower. The word "Borrower" means GHA PALOMA GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Truster, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Dead of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the Celifornia Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, meterials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means South County Bank, N.A., its auccessors and assigns.

Note. The word "Note" means the promissory note dated February 14, 2006, in the original principal amount of \$4,977,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property new or

hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. The words "Personal Property" also include all tengible and intengible items obtained or owned by, or in the possession of Trustor that are directly or indirectly related to the acquisition, development, design, construction, permitting, marketing, or habitation of the Real Property or the improvements to be constructed on the Real Property, whether heretofore or hereafter issued, prepared, or executed, including without limitation all permits, licenses, authorizations and approvals, trademarks and tradenames, and any and all land use entitlements, development rights, sewer capacity, approvals, density allocations and other rights or approvals relating to or authorizing the development or occupancy of the Property, plus all utility or other deposits, reimbursement rights, studies, tests, contracts, plans and appetitications, relating to the Property and Improvements.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rems" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

Trustee. The word "Trustee" means North American Title Company, whose address is 2185 North California Blvd, Suite 575, Walnut Creek, CA, 94596 and any substitute or successor trustees.

Trustor, The word "Trustor" means GHA PALOMA GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

By: () D. (<u> </u>
J.D. ROYD, MEMBER LIABILITY COMPANY	of GHA PAROMA GROUP, LLC. A CALIFORNIA LIMITED
	CALIFORNIA CORPORATION, MEMBER of GHA PALOMA GROUP.
llc, a california limi by:	TED LIABILITY COMPANY
	PRESIDENT/SCTY of GHA HOLDINGS, INC., A RATION

GHA PALOMA GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

LA PALOMA HOMES, INC., A CALIFORNIA CORPORATION, MEMBER of GHA PALOMA GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

DANNY ARTHOFER, PRESIDENT OF LA PALOMA HOMES, INC., A CALIFORNIA CORPORATION

CERTIFICATE OF A	CKNOWLEDGMENT
STATE OF California	1
COUNTY OF RIVERSIDE	1
On control 5, 20 00 before me personally appeared J.D. BOYD, personally known to me ter preved to nameter Dare subscribed to the within instrument and acknowledged capacity just, and that by her/their signature on the instrument executed the instrument.	to me indimmentalities executed the sente difference entry.
WITNESS my hand and official seal. Signature & Machen	5. SOCKER Commission # 1886620 Noticy Public - Collionito Revealds County My Commit Replace Aut 11, 2009 (Seal)
CERTIFICATE OF A	CKNOWLEDGMENT
COUNTY OF RIVERSIDE) SS
On FEOTION 15 . 20 00 before me personelly appeared MARIO GONZALES, personally known to me personel whose nameler (Siere subscribed to the within instrument (higher/their authorized capacity/lieet, and that by higher/their signs which the personal acted, executed the instrument.	ω and arknowledged to me that $ ext{The Jshe/thev}$ executed the same ω
WITNESS my hand and official seal. Signature S. Dacker	S. BOOKER Consymment # 1584420 Noticy Public - Colligence Riversicle County My Consyst, Explain Apr 11, 2009 - (Seal)

DEED OF TRUST (Continued)

Page 11

CERT	IFICATE OF ACKNOWLEDGMENT	
Dail		
STATE OF California		
Dilayonida) \$\$	
COUNTY OF THUSE		
county of Riverside On February 15 personally appeared DANNY ARTHOFER, personally	o Ob before me. S. Booker, Notary tu	blic -
personally appeared DANNY ARTHOFER, person	onally known to me for proved to me on the basis of satisfactory are	uidence) to be the
personally whose name of care subscribed to his her/their authorized capacity less, and that t	by (Sher/their signaturale) on the instrument the personial or the en	tity upon behalf of
which the personial acted, executed the instrum	ent.	
	1 1000ga	
WITNESS my hand and official seal.	Convenience # 1884420	
0 1- 1-	Memble Courty	
Signature S. Bracker	4 Committee Action	(Seal)
	was an amount of the state of t	
	(DO NOT RECORD)	
REQU	UEST FOR FULL RECONVEYANCE	
	used only when obligations have been paid in full)	
	, Trustee	, thin Dood of Terrot
have been fully paid and satisfied. You are here of Trust or pursuant to any applicable statute, this Deed of Trusti, and to reconvey, withour w by you under this Deed of Trust. Please mail the		you together with
Date:		and a second and a second and a second and a second as a second
	By:	
	338:	
1.45% PRO 1 archiv Ver 5.33 00 004	Copy. No lead Fourier Schillage, Inc. 1907 2006. At Auglia Removae Co. or -COSMICIONALE, NO. 10, 120 Physic	

EXHIBIT "A" LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of RIVERSIDE, Unincorporated Area, described as follows:

LOTS 19 THROUGH 26 AND 45 THROUGH 53 OF TRACT NO. 31987, AS SHOWN BY MAP ON FILE IN BOOK 392, PAGES 80 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT "B" RELEASE PRICE SCHEDUELE RELEASE PRICES TO BE ALL NET PROCEEDS, less customary closing costs, but NOT LESS THAN THE MINIMUM RELEASE PRICE LISTED BELOW

MINIMUM

		######################################
PLAN	VALUE	RELEASE PRICE (115%)
2	\$401,500.00	\$352,076.81
2	\$361,500.00	\$317,000.66
1	\$385,000.00	\$337,607.90
2	\$366,600.00	\$321,472.87
	\$408,500.00	\$358,215.13
	*	\$340,326.30
	* · · · · · · · · · · · · · · · ·	\$ 313,931.50
	* · * * ·	\$352,953.71
1	\$393,100.00	\$344,710,82,
	\$362,600.00	\$317,965.26
	\$404,000.00	\$354,269.07
1	\$366,500,00	\$321,385.18
2	\$364,600.00	\$319,719.06
1	\$411,500.00	\$360,845.84
ż	\$390,000.00	\$341,992.42
	\$401,500.00	\$352,076.81
2	\$361,500.00	\$317,000.66
	2 2 1 2 2 1 2 2 1 2 1 2 2 1 2 2 1 2 2 2 1 2 2 2 1 2	2 \$401,500.00 2 \$361,500.00 1 \$385,000.00 2 \$366,600.00 2 \$408,500.00 1 \$388,100.00 2 \$358,000.00 2 \$358,000.00 2 \$402,500.00 1 \$393,100.00 2 \$362,600.00 2 \$404,000.00 1 \$366,500.00 2 \$364,600.00 1 \$411,500.00 2 \$390,000.00 2 \$390,000.00

TOTAL \$6,527,000.00 \$5,723,550.90



Government Code 27361.7

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

Name of notary:	<u>S.</u>	1000	<u>Ler</u>	
Commission No:		5860	0-60	
Date Commission ex	xpires:	6/1	109	namen and a conceptual description of the second
County:	Rive	rside	2	
Ву:	//.	13		
Date:	als	21/00	0	

Document Order Form

		NAME AND ADDRESS OF THE OWNER,	3	
Date:	6/11/2012			
Title Representative:				
Your Phone Number:				
Your Fax Number:				
Your e-mail:				
Address:	44566 Swingle Ave , Indio	, CA 92201		
Owner:	GONZALES, MARIO J TRUS	Γ		
APN:	608-031-031			
FIPS:	06065			
State:	6			
County:	65			
Instrument:	125051			
Book:				
Page:				
Document Date:	1/1/2006			
Document Type:	☐ Grant Deed	Vesting	Trust Deed	
	Assignment of deed of trust	Plat Map	All Docs	
Delivery Method	Fax	E-Mail		

When recorded please mail to: Riverside County Code Enforcement 31290 Plantation Dr. Thousand Palms, CA 92276 Mail Stop # 4016

DOC # 2011-0014355
01/11/2011 01:55P Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry N. Ward
Occessor County Clerk & Recorder



DA RFD COPY PAGE SIZE MISC LONG **PCOR** NCOR NCHG 465 426 SMF 800 nothect CTY UNI

C 800

NOTICE OF NONCOMPLIANCE

In the matter of the Property of Mario J. Gonzales Trust

Case No.: CV08-09687

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 19 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457 and 541, (RCC Title 15.16.020 and 8.120) described as Substandard Structure and Accumulated Publish. Such Proceedings are based upon the noncompliance of such real property, located at 44566 Swingle Ave, Indio, CA, and more particularly lescribed as Assessor's Parcel Number 608-031-031 and having a legal description of .88 ACRES IN LOT 1 MB 392/080/ TR 31987 of Section 22 T5SR7E, Records of Riverside County, with the requirements of Ordinance No. 457 and 541 (RCC Title 15.16.020 and 8.120).

The owner has been advised to immediately correct the above-referenced violation to avoid faithe 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, 31290 Plantation Dr., Thousand Palms, CA 92276, Attention Code Enforcement Officer Francisco Mendez (760) 343-4150.

NOTICE IS FURTHER GIVEN in accordance with §17274 and §24436.5 of the California Revent 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

Dave Lawless

Code Enforcement Division

ACKNOWLEDGEMENT

State of California)
County of Riverside)

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

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

WITNESS my hand and official seal

Commission # 1866835 Comm. Expires Oct 24, 2013

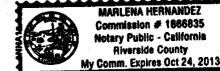
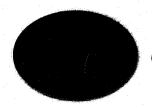


EXHIBIT "E"



County of Riverside Code Enforcement Department

P.O. Box 1469, Riverside, CA 92502 Phone: (951) 955-2004 Fax: (951) 955-8680

DEMAND FOR PAYMENT STATEMENT OF ABATEMENT COSTS NOTICE OF SPECIAL TAX ASSESSMENT

July 18, 2012

MARIO J GONZALES 30875 DATE PALM DR CATHEDRAL CY, CA 92234

Subject Property: 44566 SWINGLE AVE, INDIO

Case No(s): CV08-09687 APN No(s): 608-031-031

Dear Mario J Gonzales:

NOTICE IS HEREBY GIVEN that the County of Riverside Code Enforcement Department ("DEPARTMENT") incurred expenses during our efforts to abate the code violation(s) on the Subject Property. Said abatement case involved Substandard Structure, Accumulated Rubbish located on your real property commonly described as 44566 SWINGLE AVE, INDIO, and more particularly described as Assessor's Parcel Number 608-031-031.

The total amount due for the DEPARTMENT'S actions concerning the above-described dangerous or injurious condition is **One Thousand Seven Hundred Sixty Six Dollars and Ninety Five Cents (\$1,766.95)**.

You have thirty (30) days from the date of this letter to pay the DEPARTMENT at the above address the total amount due on the enclosed "Summary Statement of Abatement Costs" or a special tax assessment and abatement lien will be recorded upon the subject property. Payment must be made in the form of cashier's check or money order, made payable to the County of Riverside. Please note the property APN on the memo line of the check.

YOU HAVE A RIGHT TO A HEARING ON THIS MATTER BEFORE THE RIVERSIDE COUNTY BOARD OF SUPERVISORS OR AN ADMINISTRATIVE HEARING OFFICER. You have the right to contest the abatement costs and special assessment against the subject property. If you choose to exercise your right to a public hearing before the Board of Supervisors, please complete the enclosed "Board of Supervisors Request for Public Hearing" form and return it to the Code Enforcement Department within twenty (20) days of the date of this letter.

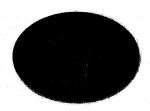
In the event you do not request a public hearing before the Board of Supervisors, a public hearing before an Administrative Hearing Officer shall be scheduled and held for a final determination of this matter and authority to place a lien against the Subject Property and adding the amount due as a special tax assessment on the County tax rolls.

If you have any questions regarding this notice, please contact us at (951) 955-1095.

Code Enforcement Department

Carol Lynn Anderson

Administrative Services Officer



BOARD OF SUPERVISORS REQUEST FOR PUBLIC HEARING ON STATEMENT OF ABATEMENT COSTS AND SPECIAL TAX ASSESSMENT

MARIO J GONZALES 30875 DATE PALM DR CATHEDRAL CY, CA 92234

Subject Property: 44566 SWINGLE AVE, INDIO

Case No(s): CV08-09687 APN No(s): 608-031-031

I,			1.1	, hereby reque	est a public he	earing before th	e Board of S	Supervisor
(PI	ease PRINT your	name here)	,					
regarding	case numbe	er(s)				· · · · · · · · · · · · · · · · · · ·		
				earing date, ting oe mailed to m		on (which shall ing address:	not be less	than 10
Return M	ailing Addres	s:						
Signed: _					Date: _			
	(Please	SIGN your name	here)		_			
Print: _		BBINE			-			
	(Please	PRINT your nan	ne here)					
You may	contact me a	at the following	ng daytime	phone numbe	r:			<u> </u>

IMPORTANT

Keep a copy of this form and mail the original to: Riverside County Code Enforcement Department P.O. BOX 1469 Riverside, CA 92502-1469



COUNTY OF RIVERSIDE CODE ENFORCEMENT

P.O. Box 1469, Riverside, CA 92502 Phone: 951-955-2004 Fax: 951-955-8680

Property Reference/Mailing Address

Date: 6/11/2012

608031031 MARIO J GONZALES 30875 DATE PALM DR CATHEDRAL CY CA. 92234

Summary Statement of Abatement Costs

You are	You are liable to the County for the following abatement costs:				
Date	Invoice Number & Amount	Amount	Balance		
06/11/2012	CV0809687- INV #104057. Orig. Amount \$1,566.95.	1,566.95	1,566.95		
01/03/2011	CV0809687:A35671- INV #A35671. Orig. Amount \$200.00. A35671	200.00	1,766.95		
	1	Total Now Due	\$1,766.95		

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees, or other collection costs incurred in the collection of these abatement costs.

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Code Enforcement Department

County of Riverside Code Enforcement Department

P.O. Box 1469, Riverside, CA 92502

Phone: (951) 955-2004 Fax: (951) 955-8680



Statement of Abatement Costs

608031031 MARIO J GONZALES 30875 DATE PALM DR CATHEDRAL CY CA. 92234

Date	Invoice #
6/11/2012	104057

Property Address

608031031

MARIO J GONZALES 44566 SWINGLE AVE. INDIO, CA 92201

Case Number	District	Class
CV0809687	4	SOAC

You are liable to the County for the following abatement

costs:

Date	Item	Description	Hours/Qty	Rate	Amount
10/20/2010	Officer Hours	Labor Charges - Officer Time	1	109.00	109.00
11/16/2010	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50
11/23/2010	Officer Hours	Labor Charges - Officer Time	1.4	109.00	152.60
11/24/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
11/30/2010	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50
12/14/2010	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
2/2/2011	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50
2/23/2011	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50
6/11/2012	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			610.00
3/8/2011	Attorney Fees	Attorney Fees - County Counsel	1.5	74.98	112.47
3/17/2011	Attorney Fees	Attorney Fees - County Counsel	0.7	74.98572	52.49
3/22/2011	Attorney Fees	Attorney Fees - County Counsel	2.7	74.98148	202.45
3/23/2011	Attorney Fees	Attorney Fees - County Counsel	2.2	74.98182	164.96
3/28/2011	Attorney Fees	Attorney Fees - County Counsel	0.5	74.98	37.49
4/13/2011	Attorney Fees	Attorney Fees - County Counsel	0.7	74.98572	52.49
6/11/2012	Prepare Case for SOAC H	Prepare Case for Statement of Abatement Costs Hearing	1	125.55	125.55
	Attend SOAC Hearing	Attend Statement of Abatement Costs Hearing		69.75	69.75
		Subtotal County Counsel Costs			817.65
12/15/2010	Lot/Title Report	Lot/Title Report	1	120.00	120.00
6/11/2012	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30
		Subtotal Contractor Costs			139.30
			Subtot	al	\$1,566.95
		aid to the County of Riverside, P.O. Box ty (30) days. In the event said costs are not	Payme	nts/Credits	\$0.00
aid within t	hirty (30) days you will be	e liable for additional administrative costs, on costs incurred in the collection of these	Total N	Now Due	\$1,566.95

abatement costs.

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Code Enforcement Department



County of Riverside Code Enforcement Department

P.O. Box 1469, Riverside, CA 92502 Phone: (951) 955-2004 Fax: (951) 955-8680 demands@rctlma.org

Administrative Citation

608031031 MARIO J GONZALES 30875 DATE PALM DR CATHEDRAL CITY CA. 92234

Citation Issue Date	Billing Date
1/3/2011	6/11/2012

Citation Number	District	Class
A35671	4	SOAC

Property Address	
608031031	
MARIO J GONZALES	
44566 SWINGLE AVE.	
INDIO, CA 92201	

ltem	Description	Hours/Qty	Rate	Amount
Administrative Citations	A35671 - CV0809687	1	200.00	200.00
·				
			·	
		L		
			Subtotal	\$200.00
			Payments/Cre	dits \$0.00
			Total	\$200.00



RESPONSIBLE PARTIES

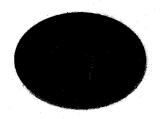
July 18, 2012

OWNER MARIO J GONZALES 30875 DATE PALM DR CATHEDRAL CY, CA 92234

MARIO J GONZALES / OCCUPANT 44566 SWINGLE AVE INDIO, 92201

MARIO GONZALES 25211 STOCKPORT #173 LAGUNA HILLS, CA 92653

MARIO GONZALES 22810 PAHUTE DR. MORENO VALLEY, CA 92553-7846



PROOF OF SERVICE

Case No. CV08-09687

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, <u>Ericka Edwards</u>, 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 July 18, 2012, I served the following documents(s):

Notice of Hearing Re: Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment

Request for Public Hearing on Statement of Abatement Costs and Special Tax Assessment

Invoices

Notice List

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

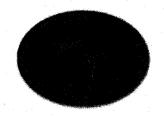
MARIO J GONZALES 30875 DATE PALM DR, CATHEDRAL CY, CA 92234 MARIO J GONZALES OCCUPANT 44566 SWINGLE AVE, INDIO, 92201 MARIO GONZALES 25211 STOCKPORT #173, LAGUNA HILLS, CA 92653 MARIO GONZALES 22810 PAHUTE DR., MORENO VALLEY, CA 92553-7846

- 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 July 18, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Ericka Edwards, OAIII



AFFIDAVIT OF POSTING OF NOTICES

July 20, 2012

RE CASE NO: CV0809687

I, Lorena Diaz, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 38686 El Cerrito Road, Suite 200, Palm Desert, California 92211.

That on <u>07/20/12</u> at <u>11:35 AM</u>, I securely and conspicuously posted Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment at the property described as:

Property Address: 44566 SWINGLE AVE, INDIO

Assessor's Parcel Number: 608-031-031

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

Executed on July 20, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By Lerena Diaz, Code Enforcement Officer

EXHIBIT "F"



BOARD OF SUPERVISORS REQUEST FOR PUBLIC HEARING ON STATEMENT OF ABATEMENT COSTS AND SPECIAL TAX ASSESSMENT

MARIO J GONZALES 30875 DATE PALM DR CATHEDRAL CY, CA 92234

Keep a copy of this form and mail the original to: Riverside County Code Enforcement Department

P.O. BOX 1469

Riverside, CA 92502-1469

Subject Property: 44566 SWINGLE AVE, INDIO Case No(s): CV08-09687 APN No(s): 608-031-031
I, Mario J. Gonzales , hereby request a public hearing before the Board of Supervisors (Please PRINT your name here)
regarding case number(s) <u>C V 0 8 - 0 9 6 8 7</u>
I request notice of the Board of Supervisors hearing date, time, and location (which shall not be less than 10 days from the submission of this request) to be mailed to me at the following address:
Return Mailing Address: 30875 Date Palm Dr. Stec
Rathedral City, CA 92234
Signed: Date:
Print: Mario J Gonzales (Please PRINT your name here)
You may contact me at the following daytime phone number: 760 969-1400

IMPORTANT

RECEIVED AUG - 1 2012