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



FROM: TLMA - Code Enforcement Department

SUBMITTAL DATE: February 5, 2014

SUBJECT: Abatement of Public Nuisance [Substandard Structure and Accumulated Rubbish]

Case No: CV12-03097 [VELASQUEZ]

Subject Property: 40765 Mayberry Ave., Hemet; APN: 447-101-001

District: 3/3 [\$0]

#### **RECOMMENDED MOTION:** That the Board of Supervisors move that:

1. The substandard structure (dwelling) on the real property located at 40765 Mayberry Ave., Hemet, Riverside County, California, APN: 447-101-001 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit a substandard structure on the property.

2. Santa Emilleth Lara Velasquez, the owner of the subject real property, be directed to abate the substandard structure on the property by rehabilitating or by demolishing, and removing the same from the real property within ninety (90) days.

(Continued)

Interin Code Enforcement Official

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Yea	ır:	Total Cost:		Ongoing	Cost:	POLICY/CONSENT (per Exec. Office)	
COST	\$ N/A	\$	N/A	\$	N/A	\$	N/A	Consent □ Policy	
NET COUNTY COST	\$ N/A	\$	N/A	\$	N/A	\$	N/A	Consent Delicy Delicy	
SOURCE OF FUN	DS					Bud	Budget Adjustment: For Fiscal Year:		
						For			
C.E.O. RECOMME	NDATION:	AP	PRO\	/E					
				$\neg \land$					

**County Executive Office Signature** 

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Stone, Benoit and Ashley

Nays:

None None

Kecia Harper-Ihem Clerk of the Board

Absent: Date:

February 25, 2014

XC:

**TLMA/Code Enforcement** 

Deputy

Prev. Agn. Ref.:

District: 3/3

Agenda Number:

FORM APPROVED COUNTY COUNSEL

Epartmental Concurrence

Positions Added

Change Order 

4/5 Vote A-30

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

FORM 11: Abatement of Public Nuisance [Substandard Structure and Accumulated Rubbish]

Case No: CV12-03097 [VELASQUEZ]

Subject Property: 40765 Mayberry Ave., Hemet; APN: 447-101-001

District: 3/3

DATE: February 5, 2014

**PAGE:** 2 of 3

#### **RECOMMENDED MOTION (continued):**

- 3. The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and prior to the abatement ordered in paragraph two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.
- 4. The accumulation of rubbish on the real property located at 40765 Mayberry Ave., Hemet, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.
- 5. Santa Emilleth Lara Velasquez, the owner of the property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.
- 6. If the owner or whoever has possession or control of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property, when necessary under applicable law, may abate the accumulation of rubbish by removing and disposing of the same from the real property.
- 7. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
- 8. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the substandard structure and accumulation of rubbish on the real property are declared to be in violation of Riverside County Ordinance Nos. 457 and 541, and constitute a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

#### **BACKGROUND:**

- 1. An initial inspection was made on the subject property by Code Enforcement Officer Carol Forrey on or about June 5, 2012. The Inspection revealed a substandard structure (dwelling) on the subject real property in violation of Riverside County Ordinance No. 457. The substandard conditions on the structure included, but were not limited to the following: lack of hot and cold running water to plumbing fixtures, no water heater, dampness of habitable rooms, broken windows, faulty weather protection, missing windows, general dilapidation or improper maintenance, public and attractive nuisance abandoned/vacant.
- 2. The inspection also revealed accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The accumulation of rubbish consisted of, but was not limited to the following paper, plastic, wood, household trash, green waste, electronics, furniture and other miscellaneous items.

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

FORM 11: Abatement of Public Nuisance [Substandard Structure and Accumulated Rubbish]

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**PAGE**: 3 of 3

- 3. There have been approximately 11 subsequent follow-up inspections, with the last inspection being October 30, 2013, which revealed that the property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.
- 4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of substandard structures and accumulation of rubbish.

#### Impact on Citizens and Businesses

Failure to abate will have a negative impact on citizens or business due to health and safety hazards, nuisance, and potential impact on real estate values.

#### SUPPLEMENTAL:

**Additional Fiscal Information** 

N/A

**Contract History and Price Reasonableness** 

N/A

**ATTACHMENTS** 

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CASE NO. CV 12-03097 IN RE ABATEMENT OF PUBLIC NUISANCE ISUBSTANDARD STRUCTURE AND ACCUMULATED RUBBISH]; APN: 447-101-001, DECLARATION OF CODE **ENFORCEMENT OFFICER** 40765 MAYBERRY AVE., HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA; SANTA **BRETT POLLARD** EMILLETH LARA VELASQUEZ, OWNER.

[RCO Nos. 457 & 541]

- I, Brett Pollard declare that the facts set forth below are personally known to me except to the extent that certain information is based on information and belief which I believe to be true, and if called as a witness, I could and would competently testify thereof under oath:
- I am currently employed by the Riverside County Code Enforcement Department as a 1. Code Enforcement Officer. My current official duties as a Code Enforcement Officer include inspecting property for violations and enforcement of the provisions of Riverside County Ordinances.
- 2. I am informed and believe and thereon allege that on or about June 5, 2012, Officer Forrey conducted an initial inspection of the real property described as 40765 Mayberry Ave., Hemet, Riverside County, California, and further described as Assessor's Parcel Number 447-101-001 (hereinafter described as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the location of THE PROPERTY is attached hereto and incorporated herein by reference as Exhibit "A."
- 3. A review of County records and documents disclosed that THE PROPERTY is owned by Santa Emilleth Lar Velasquez (hereinafter referred to as "OWNER"). A certified copy of the County Equalized Assessment Roll for the 2013-2014 tax year and a copy of the report generated from the County Geographic Information System ("GIS") is attached hereto and incorporated herein by reference as Exhibit "B."
- 4. Based on the Lot Book Report from RZ Title Service dated February 22, 2013 and updated on October 24, 2013, it is determined that other parties may potentially hold a legal interest in THE PROPERTY, to wit: Mortgage Electric Registration System, Inc. and Lake Hemet Municipal Water District, People's Choice Home Loan, Inc. True and correct copies of the Lot Book Reports are attached

hereto and incorporated herein by reference as Exhibit "C."

5. I am informed and believe and thereon allege that on or about June 5, 2012, Officer Forrey conducted an initial inspection of the open and accessible property. Officer Forrey observed accumulated rubbish on THE PROPERTY. This condition causes THE PROPERTY to constitute a public nuisance in violation of Riverside County Ordinance ("RCO") No. 541. Officer Forrey also observed substandard structure in a state of general dilapidation. The following conditions as described below cause the structure to be substandard and THE PROPERTY to constitute a public nuisance in violation of the provisions set forth in Riverside County Ordinance ("RCO") No. 457.

#### Substandard Structure- Dwelling:

- 1) Lack of hot and cold running water to plumbing fixtures;
- 2) Dampness or habitable rooms;
- 3) Faulty weather protection;
- General dilapidation or improper maintenance;
- 5) Public and attractive nuisance-abandoned/vacant.
- 6. On or about June 5, 2012, a Notice of Violation, Notice of Defects and a "Danger Do Not Enter" sign was posted on THE PROPERTY.
- 7. On June 18, 2012, July 6, 2012, and July 31, 2012, a Notice of Violation and Notice of Defects was mailed to OWNER and INTERESTED PARTIES by first class mail. On July 5, 2012, July 31, 2012, March 5, 2013 and April 10, 2013, a Notice of Violation and Notice of Defects was mailed to OWNER and INTERESTED PARTIES by certified mail with return receipt requested.
- 8. A site plan and photographs depicting the conditions of THE PROPERTY are attached hereto and incorporated herein by reference as Exhibit "D."
- 9. True and correct copies of each Notice issued in this matter and other supporting documentation and attached hereto and incorporated herein by reference as Exhibit "E."
- 10. Since the initial inspection, there have been approximately eleven additional inspections with the last inspection being October 30, 2013. All inspections revealed that THE PROPERTY remained in violation of RCO Nos. 457 and 541. I measured the area of the accumulated rubbish to be approximately 600 square feet. The accumulated rubbish consisted of but was not limited to the following: paper, plastic, wood, household trash, green waste, electronics, furniture and other miscellaneous items.

OFFICER DECLARATION

- 11. I am informed and believe, and based upon said information and belief, allege that OWNER does not have legal authority or permission to store or accumulate the above described materials on the property.
- 12. Based upon my experience, knowledge and visual observations, it is my determination that the substandard structure and accumulated rubbish on THE PROPERTY creates an extreme health, safety, fire and structural hazard to the neighbors and general public and constitutes a public nuisance in violation of the provisions set forth in RCO Nos. 457 and 541.
- 13. A recent inspection showed THE PROPERTY remained in violation of RCO Nos. 457 and 541.
- 14. A Notice of Pendency of Administrative Proceedings was recorded in the Office of the County Recorder, County of Riverside, State of California, on July 24, 2012, as Instrument Number 2012-0346900, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F."
- 15. A Notice to Correct County Ordinance Violations and Abate Public Nuisance, providing notification of the Board of Supervisors' hearing was mailed to OWNER by first class mail and was posted on THE PROPERTY. A true and correct copy of the Notices together with Proofs of Service and the Affidavits of Posting of Notices are attached as hereto and incorporated herein as Exhibit "G."
- 16. Significant rehabilitation, removal and/or demolition of the substandard structure and removal and disposal of all structural materials, rubbish and debris are required to abate the public nuisance and bring THE PROPERTY into compliance with RCO No. 457, the Health and Safety, Uniform Housing, Administrative and Abatement of Dangerous Buildings Codes. In addition, the removal and disposal of all accumulated rubbish on THE PROPERTY is required to bring THE PROPERTY into compliance with RCO No. 541 and the Health and Safety Code.
  - 17. Accordingly, the following findings and conclusions are recommended:
- (a) the structure (dwelling) be condemned as a substandard building, public and attractive nuisance;
- (b) the OWNER, or whoever has possession or control of THE PROPERTY, be required to rehabilitate or demolish said structure, including the removal and disposal of all structural

debris and materials, on THE PROPERTY in accordance with the provisions of RCO No. 457;

(c) the OWNER, or whoever has possession or control of THE PROPERTY, be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the Riverside County Health Department, Division of Special Services; and, prior to the abatement ordered in subsection (b) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines by South Coast Air Quality Management District ("SCAQMD") pursuant to SCAQMD Rule No. 1403;

- (d) if the substandard structure is not razed, removed and disposed of, or reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to RCO No. 457, within ninety (90) days of the date of the Board's Order to Abate, the substandard structure and contents therein may be abated by representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order where necessary under applicable law authorizing entry onto THE PROPERTY; and
- (e) The accumulated rubbish on THE PROPERTY be deemed and declared a public nuisance:
- (f) THE OWNER, or whoever has possession or control of THE PROPERTY, be required to remove all rubbish on THE PROPERTY in strict accordance with the provisions of RCO No. 541.

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- (g) If the materials are not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to RCO Nos. 457 and 541, within ninety (90) days after the posting and mailing of the Board's Order and Findings, the rubbish may be abated by representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff' Department upon receipt of an owner's consent or a Court Order, where necessary under applicable law, authorizing entry onto THE PROPERTY; and
- (h) that reasonable costs of abatement, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code Section 25845 and RCO Nos. 457, 541 and 725.

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

Executed this THE day of TANUARY, 2014, at MIRRIETA, California

**BRETT POLLARD** 

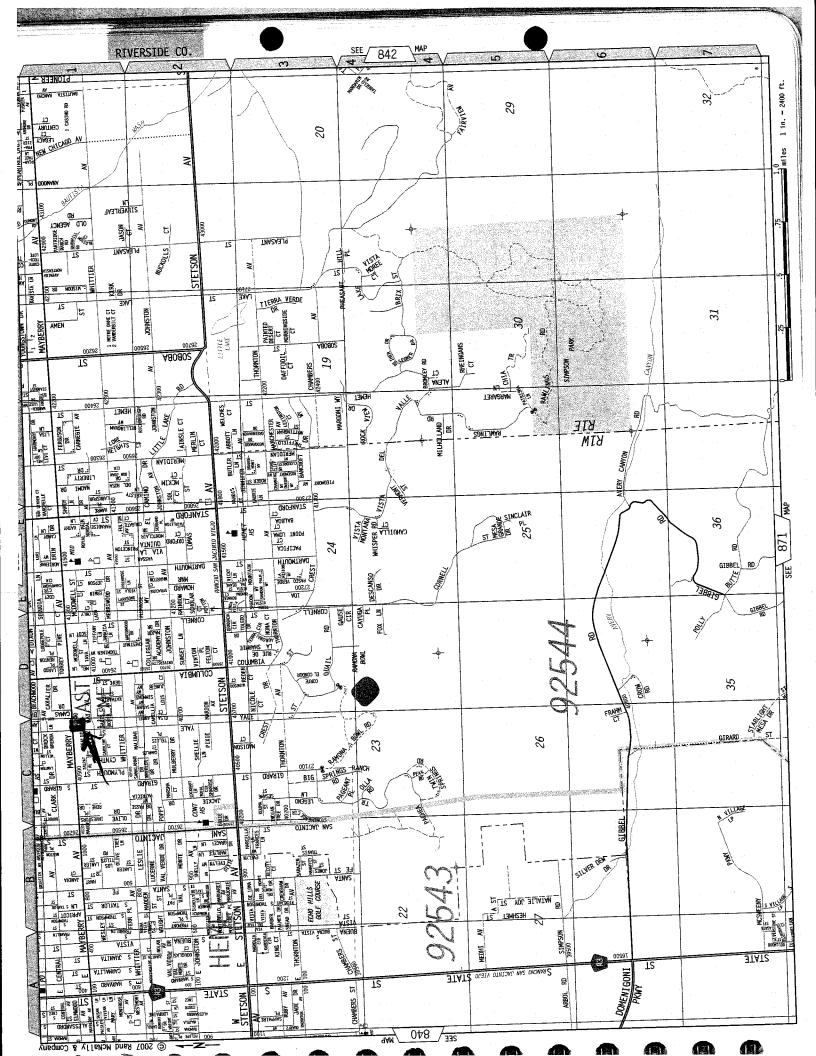
Code Enforcement Officer

Code Enforcement Department

# **Abatement Exhibit List**

- Exhibit A Thomas Bros Map with arrow to situs
- Exhibit B Assessors Roll and GIS report
- Exhibit C Lot Book Report(s) (current on top)
- Exhibit D Site Plan and Photographs
- Exhibit E Notice of Violation, AOP, POS and green cards
- Exhibit F Notice of Noncompliance / Notice of Pendency of Administrative Proceedings
- Exhibit G Notice of BOS hearing, Notice List, POS and AOP

# EXHIBIT "A"



# EXHIBIT "B"

# Assessment Roll For the 2013-2014 Tax Year as of January 1,2013

Assessment #447101001-8		Parcel # 447101001-8		
Assessee:	VELASQUEZ SANTA EMILLETH LAR	Land Structure	16,000 42,000	
Mail Address:	6339 HOOD AVE	Full Value	58,000	
City, State Zip:	HUNTINGTON PARK CA 90255	Total Net	58,000	
Real Property Use Code:	R1			
Base Year	2004	( View Percel Man		
Conveyance Number:	0922767	View Parcel Map		
Conveyance (mm/yy):	11/2003			
PUI:	R010012			
TRA:	71-078			
Taxability Code:	0-00			
ID Data:	Lot 6 MB 024/039 SHIDELERS SUB			
Situs Address:	40765 MAYBERRY AVE HEMET CA 92544			

# RIVERSIDE COUNTY GIS BROCK AVE CAVA LIER DR CAVA LIER DR SALPAT PL LELA MAY AVE KATHARIN ST

# Selected parcel(s): 447-101-001

SALTS CIR

BOYER AVE

436 Fee

#### \*IMPORTANT\*

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

#### STANDARD REPORT

#### **APNs**

447-101-001-8

#### **OWNER NAME / ADDRESS**

SANTA EMILLETH LAR VELASQUEZ 40765 MAYBERRY AVE HEMET, CA. 92544

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Riverside County TLMA GIS

#### **MAILING ADDRESS**

(SEE OWNER) 6339 HOOD AVE HUNTINGTON PARK CA. 90255

#### **LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: MB 24/39 SUBDIVISION NAME: SHIDELERS SUB LOT/PARCEL: 6, BLOCK: NOT AVAILABLE , Por TRACT NUMBER: NOT AVAILABLE

#### <u>LOT SIZE</u>

RECORDED LOT SIZE IS 0.2 ACRES

#### PROPERTY CHARACTERISTICS

WOOD FRAME, 794 SQFT., 2 BDRM/ 1 BATH, 1 STORY, CONST'D 1952COMPOSITION, ROOF

#### THOMAS BROS. MAPS PAGE/GRID

#### **CITY BOUNDARY/SPHERE**

NOT WITHIN A CITY CITY SPHERE: HEMET ANNEXATION DATE: NOT APPLICABLE LAFCO CASE #: 2006-24-3 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)

JEFF STONE, DISTRICT 3

#### SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

JEFF STONE, DISTRICT 3

#### **TOWNSHIP/RANGE**

T5SR1W SEC 14

#### **ELEVATION RANGE**

**ELEVATION NOT AVAILABLE** 

#### **PREVIOUS APN**

447-100-001

#### **PLANNING**

#### LAND USE DESIGNATIONS

#### SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

#### AREA PLAN (RCIP)

SAN JACINTO VALLEY

#### COMMUNITY ADVISORY COUNCILS

NOT IN A COMMUNITY ADVISORY COUNCIL AREA

#### **GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

#### **GENERAL PLAN POLICY AREAS**

#### **ZONING CLASSIFICATIONS (ORD. 348)**

#### ZONING DISTRICTS AND ZONING AREAS

RAMONA DISTRICT

#### **ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

#### HISTORIC PRESERVATION DISTRICTS

NOT IN AN HISTORIC PRESERVATION DISTRICT

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS NOT IN A REDEVELOPMENT AREA

**AIRPORT INFLUENCE AREAS** NOT IN AN AIRPORT INFLUENCE AREA

**AIRPORT COMPATIBLITY ZONES** NOT IN AN AIRPORT COMPATIBILTY ZONE

#### **ENVIRONMENTAL**

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

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

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

WRMSHCP CELL NUMBER NOT IN A CELL

HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)

**VEGETATION (2005)** DEVELOPED/DISTURBED LAND

#### **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)** 

NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)

IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

**ROAD & BRIDGE DISTRICT** 

**NOT IN A DISTRICT** 

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)

NOT WITHIN THE EASTERN TUMF FEE AREA

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

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

SAN JACINTO VALLEY

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

**DEVELOPMENT AGREEMENTS** 

NOT IN A DEVELOPMENT AGREEMENT AREA

#### TRANSPORTATION

NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

#### **ROAD BOOK PAGE**

#### 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

#### FLOOD CONTROL DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

#### WATERSHED

SAN JACINTO VALLEY

#### **GEOLOGIC**

#### **FAULT ZONE**

NOT IN A FAULT ZONE

NOT WITHIN A 1/2 MILE OF A FAULT

#### **LIQUEFACTION POTENTIAL**

MODERATE

#### **SUBSIDENCE**

SUSCEPTIBLE

#### PALEONTOLOGICAL SENSITIVITY

HIGH SENSITIVITY (HIGH B).

SENSITIVITY EQUIVALENT TO HIGH A, BUT IS BASED ON THE OCCURRENCE OF FOSSILS AT A SPECIFIED DEPTH BELOW THE SURFACE THE CATEGORY HIGH B INDICATES THAT FOSSILS ARE LIKELY TO BE ENCOUNTERED AT OR BELOW FOUR FEET OF DEPTH, AND MAY BE IMPACTED DURING EXCAVATION BY CONSTRUCTION ACTIVITIES.

#### **MISCELLANEOUS**

#### SCHOOL DISTRICT

**HEMET UNIFIED** 

#### **COMMUNITIES**

EAST HEMET

#### **COUNTY SERVICE AREA**

IN OR PARTIALLY WITHIN HEMET #69 -

STREET LIGHTING

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

ZONE B, 26.89 MILES FROM MT. PALOMAR OBSERVATORY

#### **2010 CENSUS TRACT**

043313

#### **FARMLAND**

URBAN-BUILT UP LAND

#### TAX RATE AREAS

071078

**•COUNTY FREE LIBRARY** 

**•COUNTY SERVICE AREA 69** 

- •COUNTY STRUCTURE FIRE PROTECTION
- •COUNTY WASTE RESOURCE MGMT DIST
- •CSA 152
- •EASTERN MUN WTR IMP DIST 17
- **•EASTERN MUNICIPAL WATER**
- •FLOOD CONTROL ADMINISTRATION
- •FLOOD CONTROL ZONE 4
- •GENERAL

- •GENERAL
  •GENERAL PURPOSE
  •HEMET UNIFIED SCHOOL
  •LAKE HEMET MUNICIPAL WATER
  •METRO WATER EAST 1301999
  •MT SAN JACINTO JUNIOR COLLEGE
  •RIV CO REG PARK & OPEN SPACE
  •RIV. CO. OFFICE OF EDUCATION
  •SAN JACINTO BASIN RESOURCE

- •SAN JACINTO BASIN RESOURCE CONS •SAN JACINTO VALLEY CEMETERY •VALLEY HEALTH SYSTEM HOSP DIST
- •VALLEY WIDE REC & PARK

# SPECIAL NOTES NO SPECIAL NOTES

**CODE COMPLAINTS** 

Case #	Description	Start Date
CV1203097	NEIGHBORHOOD ENFORCEMENT	May. 21, 2012

REPORT PRINTED ON...Mon Oct 28 13:49:39 2013 Version 131001

# EXHIBIT "C"



# **Lot Book Report**

Order Number:

Order Date: 10/31/2013

Dated as of: 10/24/2013

County Name: Riverside

Report: \$120.00

FEE(s):

30432

**Customer:** 

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn:

**Brent Steele** 

Reference:

CV12-03097/Regina Keyes

IN RE:

VELASQUEZ, SANTA EMILLETH LAR

Property Address: 40765 Mayberry Ave.

Hemet

CA 92544

Assessor's Parcel No.: 447-101-001-8

Assessments:

Land Value:

\$16,000.00

Improvement Value:

\$42,000.00

Exemption Value:

\$0.00

Total Value:

\$58,000.00

# **Tax Information**

Property Taxes for the Fiscal Year

2013-2014

First Installment

\$542.00

Penalty

\$0.00

Status

OPEN NOT-PAID (DUE DATE 12/10/2013)

Second Installment

\$542.00

Penalty

\$0.00

Status

OPEN NOT-PAID (DUE DATE 04/10/2014)

Prior Delinquencies for tax defaulted year(s)

2009-2012

Redemption Amount

\$3,778.96

If paid by

11/30/2013



Order Number: 30432

Reference: CV12-03097/Regi

# **Property Vesting**

The last recorded document transferring title of said

property

Dated 10/27/2003

Recorded 11/21/2003

Document No. 2003-922767

D.T.T. \$159.50

Grantor Mayberry Avenue Trust U.D.T. 8-19-03

Grantee Santa Emilleth Lara Velasquez a married woman as her

sole and separate property

## **Deeds of Trust**

Position No. 1st

A Deed of Trust Dated 10/20/2004

Recorded 10/27/2004

Document No. 2004-0849465

Amount \$193,500.00

Trustor Santa Emilleth Lara Velasquez, a married woman as her

sole and separate property

Trustee F.C.I., a California Corporation

Beneficiary Mortgage Electronic Registration Systems, Inc., acting

as a nominee for People's Choice Home Loan, Inc., a

Wyoming Corporation

Substitution of Trustee Recorded 10/23/2013

Document No. 2013-0505072

Trustee Mortgage Electronic Registration Systems, Inc. as

nominee for People's Choice Home Loan, Inc., its

Successors and Assigns



Order Number: 30432

Reference: CV12-03097/Regi

# **Additional Information**

A Notice of Lien Recorded

05/10/2012

Document No.

2012-0215331

Amount

\$389.44

Owner

Santa Emilleth Velasquez

Claimant

Lake Hemet Municipal Water District

A Notice of Administrative Proceedings by the

City of

Hemet

County of

Riverside

Recorded

07/24/2012

Document No.

2012-0346900

# **Legal Description**

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

THE WEST 85.00 FEET OF LOT 6 OF SHIDELER'S SUBDIVISION, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 24, PAGE 39 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



# **Lot Book Report**

Order Number:

28135

**Customer:** 

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn:

Brent Steele

Reference:

CV12-03097 / E. Ross

IN RE:

VELASQUEZ,

FEE(s):

Report: \$120.00

Order Date: 2/27/2013

Dated as of: 2/22/2013 County Name: Riverside

Property Address: 40765 Mayberry Avenue

Hemet

CA 92544

Assessor's Parcel No.: 447-101-001-8

Assessments:

Land Value:

\$14,000.00

Improvement Value:

\$37,000.00

Exemption Value:

\$0.00

Total Value:

\$51,000.00

# **Tax Information**

Property Taxes for the Fiscal Year

2012-2013

First Installment

\$425.63

Penalty

\$42.52

Status

NOT PAID-DELINQUENT

Second Installment

\$425.63

Penalty

\$0.00

Status

OPEN NOT-PAID (DUE DATE 04/10/2013)



Order Number: 28135

Reference: CV12-03097 / E.

# **Property Vesting**

The last recorded document transferring title of said

property

Dated 10/27/2003

Recorded 11/21/2003

Document No. 2003-922767

D.T.T. \$159.50

Grantor Mayberry Avenue Trust U.D.T. 8-19-03 John Salgado as

Trustee

Grantee Santa Emilleth Lara Velasquez, a married woman as her

sole and separate property

## **Deeds of Trust**

Position No. 1st

A Deed of Trust Dated 10/20/2004

Recorded 10/27/2004

Document No. 2004-0849465

Amount \$193,500.00

Trustor Santa Emilleth Lara Velasquez, a married woman as her

sole and separate property

Trustee F.C.I., a California Corporation

Beneficiary Mortgage Electronic Registration Systems, Inc., acting

as a nominee for People's Choice Home Loan, Inc., a

Wyoming Corporation

# **Additional Information**

A Notice of Lien Recorded 05/10/2012

Document No. 2012-0215331

Amount \$429.44

Owner Santa Emilleth Velasquez



Order Number: 28135

Reference: CV12-03097 / E.

Claimant

Lake Hemet Municipal Water District

A Notice of Administrative Proceedings by the

City of

County of

Recorded

Document No.

A Deed Dated

Recorded

Document No.

D.T.T.

Grantor

Grantee

Although document affects property in question, at time of recordation, there is no recorded interest of grantor.

County of Riverside Department of Code Enforcement

Murrieta

Riverside

07/24/2012

2012-0346900

10/18/2010

10/26/2010

2010-0511520

\$62.15

Veronica Picazo, a married woman as her sole and

separate property

Cecilia Cruz, an unmarried woman

# **Legal Description**

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

THE WEST 85.00 FEET OF LOT 6 OF SHIDELER'S SUBDIVISION, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 24, PAGE 39 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NOVEMBER 1970

ASSESSOR'S MAP BY 447 PG 10 RIVERSIDE COUNTY, CALLE.

# TIJOR TITLE

RECORDING REQUESTED BY

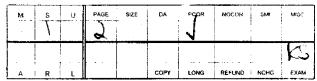
AND WHEN RECORDED MAIL TO: Santa Emilleth Lara Velasquez 40765 Mayberry Avenue Hemet, CA 92544

#### DOC # 2003-922767

11/21/2003 08:00A Fee:10.00 Page 1 of 2 Doc T Tax Paid Recorded in Official Records County of Riverside

Gary L. Orso Assessor, County Clerk & Recorder





A.P.N.: 447-101-001-8 TRA #: 071-078

Order No.: 5304102

Escrow No.: 17371

\_\_\_

#### **GRANT DEED**

THE UNDERSIGNED GRANTOR(s) DECLARE(s) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$159.50 & CITY \$.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,

T KS

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged, Mayberry Avenue Trust U.D.T. 8-19-03 John Salgado as Trustee

hereby GRANT(S) to Santa Emilleth Lara Velasquez a married woman as her sole and seperate property.

the following described property in the Gir of Hemet, County of Riverside State of California;

The West 85.00 Feet of Lot 6 of Shideler's Subdivision, in the County of Riverside, State of California, as per Map recorded in Book 24, Page 39 of Maps, in the Office of the County Recorder of said County.

SELLER(S):

Mayberry Avenue Trust U.D.T. 8-19-03 John Salgado as Trustee

Document Date: October 27, 2003

COUNTY OF CALIFORNIA ISS

person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

SONDRA A. UND Commission # 1278696 Notory Public - Colifornia Riverside County

My Comm. Fig. cs Oct 26, 2004

This area for official notarial seal.

Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

Public Record

Order: Non-Order Search Doc: RV:2003 00922767

Page 1 of 2

#### PENALTY OF PERJURY FOR NOTARY SEAL

(GOVERNMENT CODE 27361.7)

I CERTIFY UNDER THE PENALTY OF PURJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY:

Sondra A. Lind

DATE COMMISION EXPIRES:

10-26-04

COUNTY WHERE BOND IS FILED (IF APPLICABLE):

RUSD

STATE WHERE BOND IS FILED:

CA

1378696

COMMISSION NUMBER (IF APPLICABLE):

PLACE OF EXECUTION:

Fenecula

DATE:

(HD1-03

SIGNATURE

2003-922767 11/21/2003 98:000

#### **Commerce Title**

Recording Requested By:
PEOPLE'S CHOICE HOME LOAN,
INC.
Return To:
People's Choice Home Loan,
Inc.
7515 IRVINE CENTER DR.,
IRVINE, CA 92618

10/27/20

# 2004-0849465 10/27/2004 08:00A Fee:54,00

Page 1 of 15
Recorded in Official Records

County of Riverside Gary L. Orso

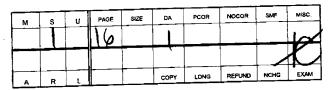
Assessor, County Clerk & Recorder



Prepared By:

357560.05

447-101-001-8



[Space Above This Line For Recording Data]

# DEED OF TRUST

March & Roy

ing stilling

MIN 100273900101550241



#### **DEFINITIONS**

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

- (A) "Security Instrument" means this document, which is dated October 20, 2004 together with all Riders to this document.
- (B) "Borrower" is santa emilleth lara velasquez, a married woman as her sole and separate property

Borrower's address is 40765 MAYBERRY AVENUE, HEMET

, CA

92544

. Borrower is the trustor under this Security Instrument.

(C) "Lender" is PEOPLE'S CHOICE HOME LOAN, INC., a WYOMING CORPORATION

Lender is a CORPORATION

organized and existing under the laws of WYOMING

10155024

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

Form 3005 1/01

-6A(CA) (0207)

Page 1 of 15

Initials: £U

VMP MORTGAGE FORMS - (800)521-7291

Lender's address is 7515 IRVINE CENTER DR., IRVINE, CA 92618
(D) "Trustee" is F.C.I., A California Corporation, 8101 Kaiser Blvd., Suite #360 Anaheim Hills, CA 92808  (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.  (F) "Note" means the promissory note signed by Borrower and dated October 20, 2004  The Note states that Borrower owes Lender ONE HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED AND 00/100  Dollars  (U.S. \$193,500.00  ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2034  (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."  (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.  (I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
Adjustable Rate Rider Condominium Rider Second Home Rider Balloon Rider Planned Unit Development Rider 1-4 Family Rider VA Rider Biweekly Payment Rider Other(s) [specify]
(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.  (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.  (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) "Escrow Items" means those items that are described in Section 3.  (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.  (O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.  (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
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Public Record

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT 'A'

(A.P.N. #: 447-101-001-8)

Parcel ID Number: 447-101-001-8 40765 MAYBERRY AVENUE

[City], California 92544

[Zip Code]

[Street]

which currently has the address of

HEMET

("Property Address"):

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

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

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Form 3005 1/01

Public Record

Order: Non-Order Search Doc: RV:2004 00849465

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

payment.

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

Lender agrees to the merger in writing.

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

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

Insurance.

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

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

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

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

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender.

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

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

the excess, if any, paid to Borrower.

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums

secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

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

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

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

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

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

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

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

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

take any action.

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

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

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

Applicable Law.

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

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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

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

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

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

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

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

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

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

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

- 23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.
- 24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.
- 25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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

Witnesses:			
	_	a Concil	(Seal)
	<del></del>	SANTA PARETH LARA VELASQU	EZ -Borrower
	<del></del>		(Seal)
			-Borrower
	(Seal) -Borrower		(Seal)
	(Seal)		(Seal)
	-Вогтоwег		-Borrower
	(Seal)		(Seal)
	-Borrower		-Borrower
10155004			



State of California
County of Riversida

On

before me, Hayop Amfadolian

personally appeared

SANTA EMILLETH LARA VELASQUEZ

, personally known to me (or proved to me on the basis of satisfactory evidence) to be the <u>person(s)</u> whose <u>name(s)</u> is/are subscribed to the <u>within instrument</u> 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 <u>person(s)</u> or the entity upon behalf of which the <u>person(s)</u> acted, executed the instrument.

WITNESS my hand and official seal.



\_(Seal)

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Form 3005 1/01

Public Record

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Order Number: **357931**Page Number: 2

#### EXHIBIT A

#### **LEGAL DESCRIPTION**

Real property in the City of Hemet, County of Riverside, State of California, described as follows:

The West 85.00 feet of Lot 6 of Shideler's Subdivision, in the County of Riverside, State of California, as per Map recorded in Book 24, Page(s) 39, of Maps, in the Office of the County Recorder of said County.

APN: 447-101-001-8

Commerce Title Insurance Company Preliminary Report

Public Record

Order: Non-Order Search Doc: RV:2004 00849465

[REQUESTED BY] Nationwide Title Clearing, Inc. [WHEN RECORDED MAIL TO] JPMorgan Chase Bank, N.A. C/O NTC 2100 Alt. 19 North Palm Harbor, FL 34683 (TRUSTOR)

DOC # 2013-0505072

10/23/2013 12:37 PM Fees: \$50.00 Page 1 of 1 Recorded in Official Records County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

\*\*This document was electronically submitted to the County of Riverside for recording\*\* Receipted by: CARAGON

Loan #: 0019743061

#### SUBSTITUTION OF TRUSTEE and FULL RECONVEYANCE

Whereas SANTA EMILLETH LARA VELASQUEZ was the original Trustor under that certain Deed of Trust recorded on 10/27/2004 in the office of the County Recorder of RIVERSIDE County, California, as Instrument Number 2004-0849465 in Book,

Whereas, the undersigned, as the present Beneficiary(s) under said Deed of Trust desires to substitute a new Trustee under said Deed of Trust in place and stead of original Trustee, now therefore, the undersigned hereby substitutes itself as Trustee under said Deed of Trust and does hereby reconvey without warranty to the persons legally entitled thereto all Estate now held by it under said Deed of

This Reconveyance is solely for the purpose of releasing the real property described above from the lien created by the Deed of Trust and is not a release of the obligation under the Note as said obligation has not been fully paid.

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Dated on 10 /01 /2013 (MM/DD/YYYY)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR PEOPLE'S CHOICE HOME

LOAN, INC., ITS SUCCESSORS AND ASSIGNS

By:

Deandrea Chapman VICE PRESIDENT

#### ACKNOWLEDGEMENT

STATE OF LOUISIANA PARISH OF OUACHITA

\_/2013 (MM/DD/YYYY), before me appeared Deandrea Chapman, to me personally known, who did say that he/she/they is/are the VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR PEOPLE'S CHOICE HOME LOAN, INC., ITS SUCCESSORS AND ASSIGNS and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

Carolyn B. Mahoney #41493

CAROLYN B. MAHONEY STATE OF LOUISIANA

Notary Public - State of LOUISIANA Commission expires: LIFETIME

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

CHAS6 22091218 \_- PRIME TM5634025 100273900101550241 MERS PHONE 1-888-679-6377 T1813101916 [C-1]

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#### DOC # 2012-0215331 05/10/2012 08:39A Fee:NC

Page 1 of 1 Recorded in Official Records County of Riverside Larry W. Ward

Assessor, County Clerk & Recorder



## Please Record And Return To: Lake Hemet Municipal Water District P.O. Box 5039

Hemet, CA 92544-0039

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

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NAME:

VELASQUEZ, Santa Emilleth

ADDRESS:

40765 Mayberry Avenue

CITY, STATE:

Hemet, CA 92544



#### **◆ STATEMENT OF LIEN ◆**

This is to certify, pursuant to Water Code Section 72102, that Lake Hemet Municipal Water District claims a lien upon all real property owned by the following named person within Riverside County, for delinquent charges, penalty and interest, in the amounts hereinafter set forth:

NAME:

VELASQUEZ, Santa Emilleth

ADDRESS:

40765 Mayberry Avenue

Hemet, CA 92544

Amount of Delinquency:

\$389.44

Late Penalty:

\$ -0-

Processing fee

\$ 40.00

Total:

\$429.44 plus closing bill charges

I certify that the foregoing is true and correct.

Jannie Baker Administrative Assistant ake Hemet Municipal Water District

Document Date:

May 7, 2012

Account No:

3-3-50-8

When recorded please mail to: Riverside County Code Enforcement Department (District 3 French Valley Office) 37600 Sky Canyon Dr. Ste G #507, Murrieta, CA 92563 Mail Stop No. 5155 DOC # 2012-0346900 07/24/2012 04:38P Fee:NC

Page 1 of 1 Recorded in Official Records County of Riverside Larry W. Ward

Larry W. Ward sor, County Clerk & Recorder



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#### NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

-0

In the matter of the public nuisance or other code violation(s) on Property of )

Santa Emilleth Lar Velasquez

And DOES I through X, owners

Case No.: CV12-03097



NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 40765 Mayberry Ave., Hemet, CA 92544

PARCEL#: 447-101-001

LEGAL DESCRIPTION: 0.20 Acres, Por Lot 6 MB 024/039

VIOLATIONS: RCO 457-RCC Title 15.16.020- Substandard Structure; RCO 541-RCC Title 8.120.010-Accumulated Rubbish; RCO 348-RCC Title 17.12.040- Excessive Outside Storage

that such proceedings are based upon the noncompliance of such structure or land with the requirements of Ordinances /(Riverside County Codes) listed above that every owner of said real property waives his right to hearing on such proceedings unless he makes a proper request in the form and within the time prescribed by the Code cited; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien.

Notice is Further Given in accordance with §17274 and §24436.5 of the <u>California Revenue and Taxation Code</u>, 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

Dated: July 06, 2012

Brian Black, Code Enforcement Department

**ACKNOWLEDGEMENT** 

State of California ) County of Riverside )

On <u>07/12/2012</u> before me, Elizabeth B. Ross, Notary Public, personally appeared Brian Black who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/arc 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 # 1838743 Comm. Expires March 12, 2013

ELIZABETH B. ROSS Commission # 1838743 Notary Public - California Riverside County

Riverside County My Comm. Expires Mar 12, 2013

# EXHIBIT "D"

#### **SITE PLAN: Case # CV-1203097**

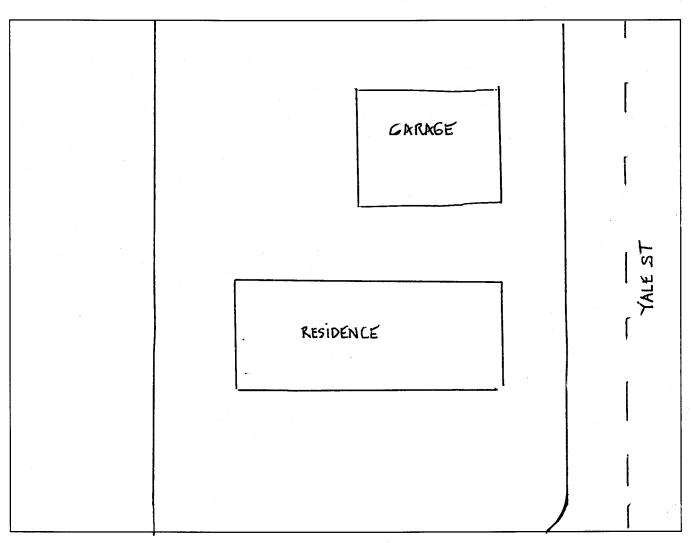
**OWNER(S)**: SANTA EMILLETH LAR VELASQUEZ **SITE ADDRESS**: 40765 MAYBERRY AVE, HEMET

ASSESSOR'S PARCEL: 447-101-001

ACREAGE: 0.20

NORTH ARROW: \_\_\_\_\_\_

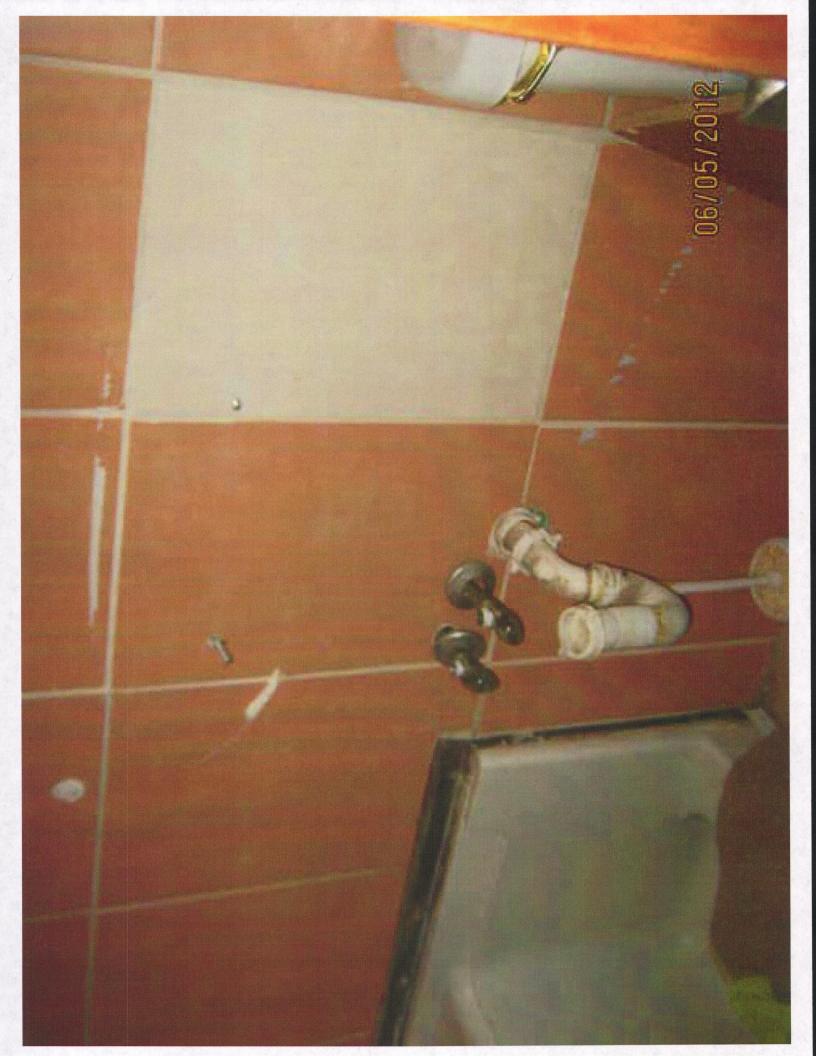
#### **REAR PROPERTY LINE**

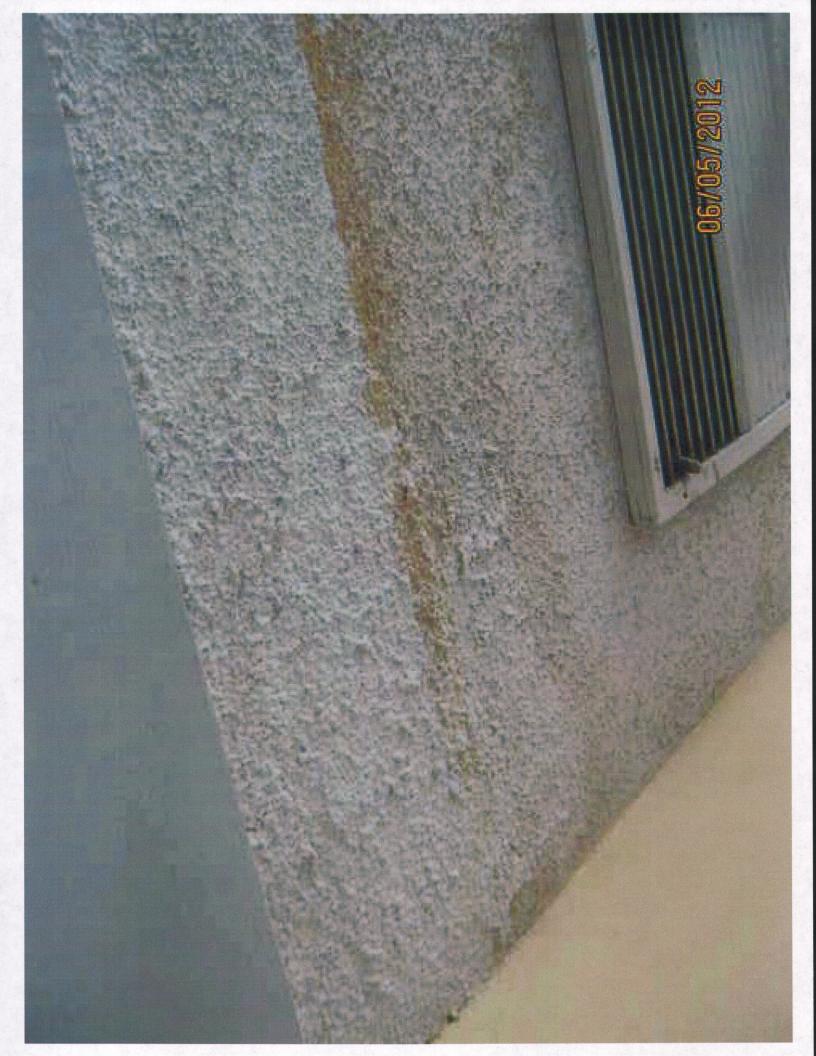


FRONT PROPERTY LINE: 40765 MAYBERRY AVE, HEMET

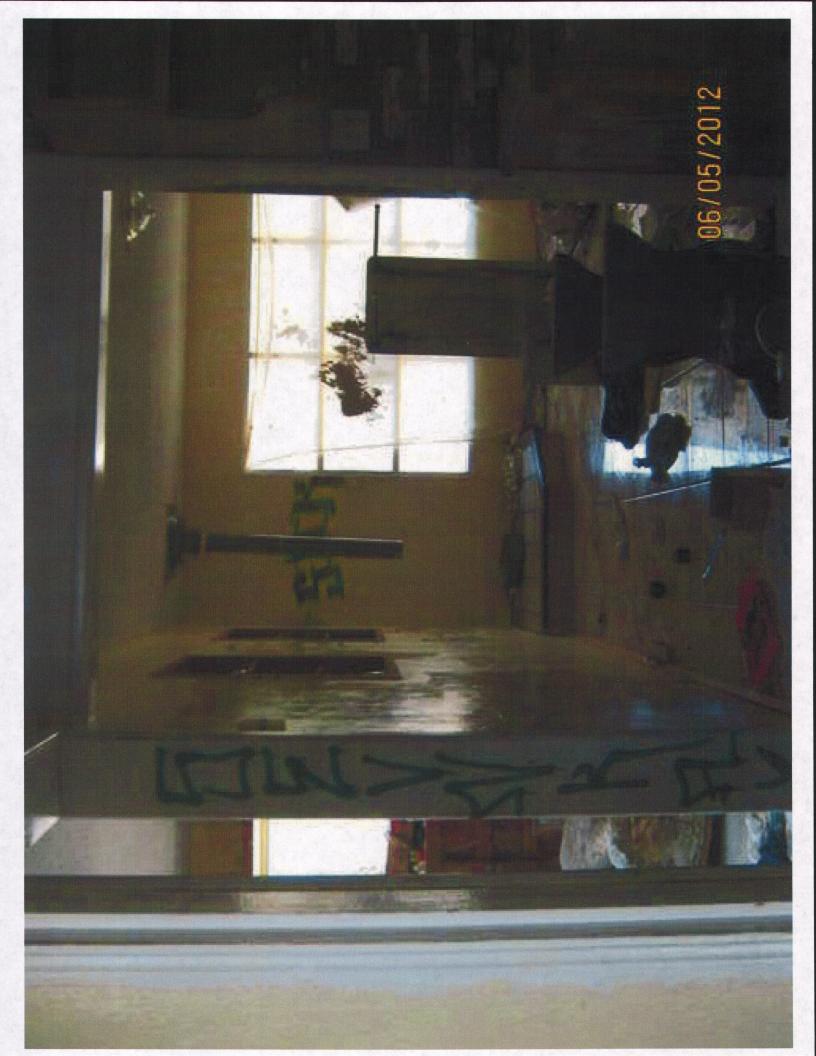
PREPARED BY: B. POLLARD DATE: 050713

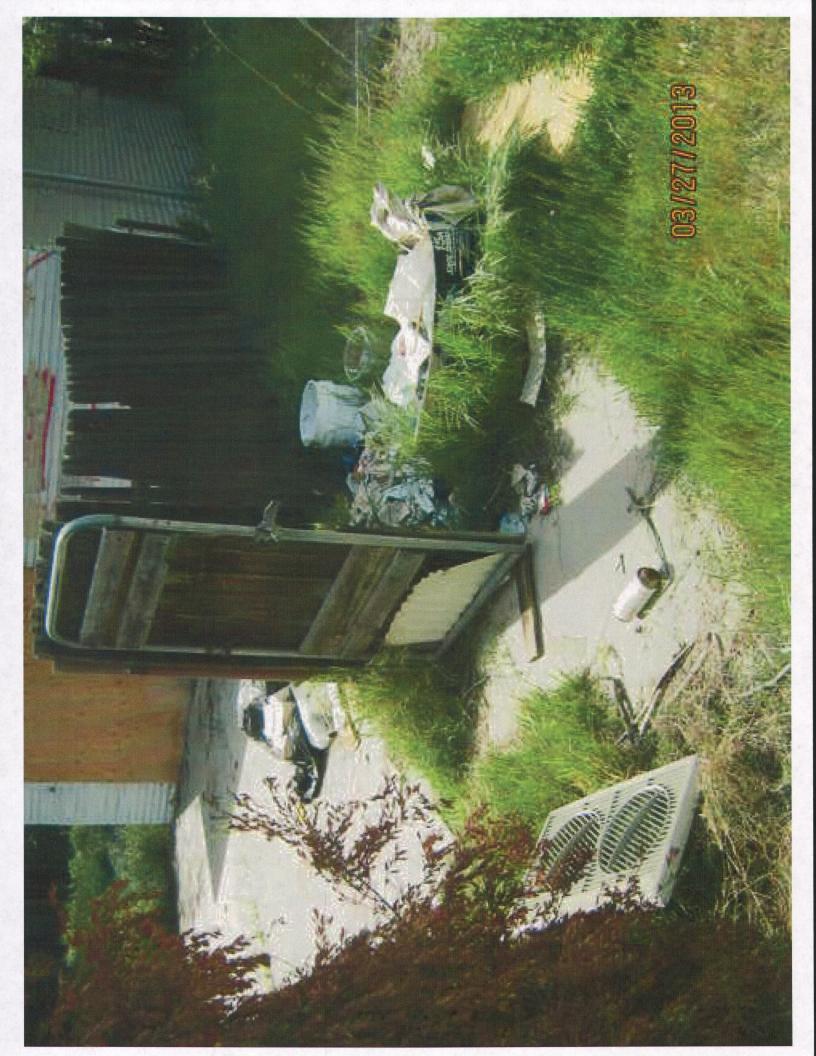




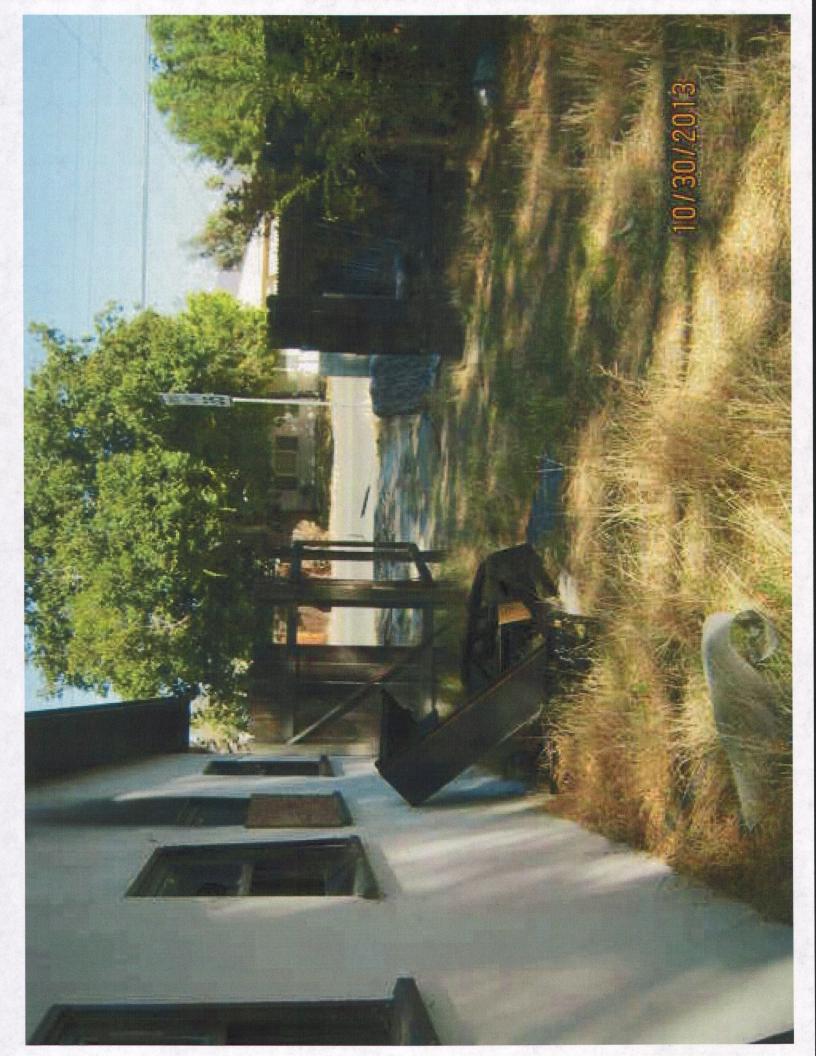


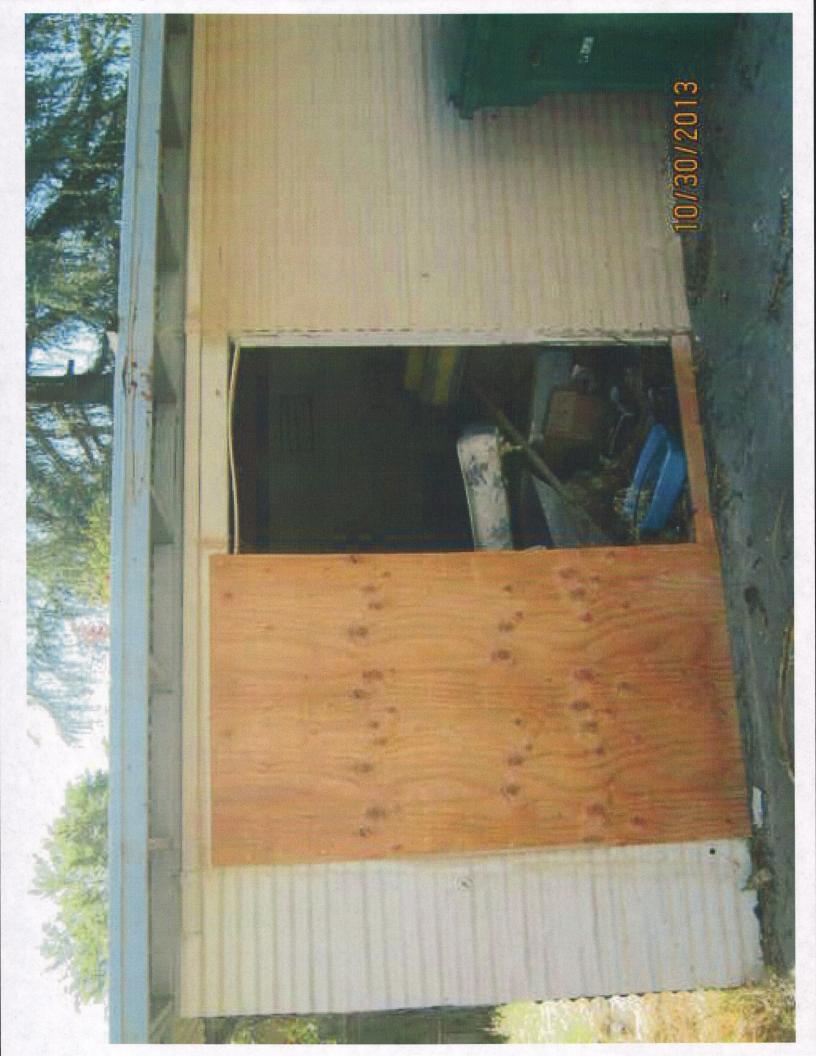












# EXHIBIT "E"



## COUNTY OF RIVERSIE CODE ENFORCEMENT DEPARTMENT

#### NOTICE OF VIOLATION

		Α.		1	CASE No.: CV   2 - 6	<u>U3097</u>	
TI	HE PROPERTY	AT: 40765 MAYBERRY AVE	, ,	HEMET	APN#: 447-101	7001	
W	AS INSPECTED	BY OFFICER: C. FORLEY		ID#: <u>\$3</u>	ON <u>06-05-12</u> AT <u>2</u> .	30 am/6m	
A)	ND FOUND TO	BE IN VIOLATION OF RIVERSIDE COUNTY C	ODI	E(S) AS FOLLO	WS:		
0	5.28.040 (RCO 593)	Excessive Yard Sales - Cease yard sale. Limit of 3 yard sale events, not over 3 consecutive days, per year.		17.252.030 (RCO 348)	Unpermitted Outdoor Advertising permit from the Planning Dept. or re		
0	8.28.030 (RCO 821)	Unfenced Pool - Install or provide adequate fencing to secure the pool.	O	17.172.205	Prohibited Fencing - Remove fence constructed of garage doors, tires, pa materials not typically used for the co	llets or other	
Ø	8.120.010 (RCO 541)	Accumulated Rubbish -Remove all rubbish & dispose of in an approved legal landfill.	0	(RCO 348)	Excessive Outside Storage: Storage Mobile Home(s) Not Allowed - Ren	e of Unpermitted	
0	15.08.010	Unpermitted Construction - Cease construction. Obtain the appropriate permits from the Bldg. & Safety and		(RCO 348)	mobile home(s) from the property.	move unpermitted	
	(RCO 457)	Planning Departments or demolish the		17	Occupied RV/Trailer - Cease occup all utilities to RV/Trailer.	ancy & disconnect	
0	15.12.020(J)(2)	Unapproved Grading/Clearing - Cease grading/ clearing/stockpiling/importing fill. Obtain a Restoration		(RCO 348)	Excessive Animals - Remove or red		
:		Assessment from the Dept. of Building & Safety. Perform complete restoration and remediation of the property		(RCO 348)	to less than _		
	(RCO 457)	affected by the unapproved grading in accordance with the Restoration Assessment.			Unpermitted Land Use:		
及	15.16.020	Substandard Structure - Obtain a permit from the Bldg.	$\  \cdot \ $	(RCO 348)	Cease all business activities. Obtain approval prior to resuming business	Planning Dept.	
	(RCO 457)	& Safety Dept. to rehabilitate per Notice of Defects or demolish the structure.	N N	17. 12. 040	Excessive Outside Storage - Remov	ove or reduce all	
0	15.48.010	Unpermitted Mobile Home—Vacate mobile home.		(RCO 348)	outside storage to less than the rear of the property.	square feet a	
	(RCO 457)	Obtain the appropriate permits from the Planning Dept. & Dept. of Bldg. & Safety prior to occupancy or remove Mobile Home.	0				
0	15.48.040 (RCO 457)	Substandard Mobile Home/Trailer/RV - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects and Title 25 or demolish the Mobile Home/Trailer/RV.					
СО	MMENTS:	NO OUTSIDE STORAGE ALLOWED	01	J- ,20 ACR	es IN R-120NE		
RE VI AI AI AI S_ CE DA	ESULT IN THE OLATION. YOU DITION, OTHE BATEMENT AN OTICE IS HE OMINISTRATIV AS LARGES BY FIL AYS OF SERV VERSIDE COUN	ORRECTION(S) MUST BE COMPLETED BY: USSUANCE OF AN ADMINISTRATIVE CITU MAY BE CITED EACH DAY THAT THE ER ENFORCEMENT ACTION, PENALTIES AND ENFORCEMENT COSTS MAY RESULT IF COREBY GIVEN THAT AT THE CONCLUSION E COSTS ASSOCIATED WITH THE PROCEST DETERMINED BY THE BOARD OF SUPERVALING A REQUEST FOR HEARING WITH THE ICE OF THE SUMMARY OF CHARGES, PONTY CODE 1.16.	CATIVIOI D T OMI ON ( SSIN ISOI E DI	ON WITH FIN LATION(S) EXI HE IMPOSITION PLIANCE IS NO DE THIS CASE GOF SUCH VRS. YOU WILL EPARTMENT OUANT TO RIV	ES UP TO \$500.00 PER DAST BEYOND THE CORRECT NOF A LIEN ON THE PROPER ACCIONATE OF A LIEN ON THE PROPER ACCIONATION (S), AT AN HOUSE, HAVE THE RIGHT TO OBJECT OF THE CODE ENFORCEMENT WITH A LIENT TO THE CODE ENFORCEMENT WITH A LIENT A LIENT TO THE CODE ENFORCEMENT WITH A LIENT	AY, FOR EACH FION DATE. IN ERTY FOR THE ECTION DATE.  SUMMARY OF RLY RATE OF ECT TO THESE ITHIN TEN (10)	
	SIGNATU	RE PRINT NAME		DATE		A	
	CDL/CID#	D.O.B.		TEL. NO.	·	POSTED	

### RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT NOTICE OF DEFECTS

					UNIFORM HOUSING	HEALTH & SAFETY
		TANDARD BUILDING C			CODE SECTIONS	CODE SECTIONS
1.		Lack of or improper water	closet, lavatory, bathtub, shower or kitchen sink	454450440461500044444444	1001(b)1,2,3	17920.3(a)1,2
	×/	OBTAIN PERMIT TO:	[ ]Repair Per Applicable Building Codes	[]Demolisl	h Or Rehabilitat	e Structure
2.	A	Lack of hot and cold runn	ing water to plumbing fixtures . WATER HEA	72	1001(ъ)4,5	17920.3(a)4,5
	<i>y</i> -	OBTAIN PERMIT TO:	[ ]Repair Per Applicable Building Codes		n Or Rehabilitat	
3.	$\mathbf{I}$	Lack of connection to requ	ired sewage system		1001(Б)14	17920.3(a)14
		OBTAIN PERMIT TO:	[]Repair Per Applicable Building Codes		or Rehabilitat	
4.	11	Hazardous plumbing			1001(f)	17920.3(e)
		OBTAIN PERMIT TO:	[]Repair Per Applicable Building Codes		or Rehabilitat	
5.	ſĬ	Lack of required electrical				17920.3(a)10
		OBTAIN PERMIT TO:	[]Repair Per Applicable Building Codes		Or Rehabilitat	
6.	11	Hazardous Wiring	The bank to the ba			17920.3(d)
-	LJ	OBTAIN PERMIT TO:	[ ]Repair Per Applicable Building Codes	* * * * * * * * * * * * * * * * * * *	Or Rehabilitat	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
7	ľĬ	Lack of adequate heating f			1001(6)6	17920.3(a)6
••	LJ	OBTAIN PERMIT TO:	[ ]Repair Per Applicable Building Codes		Or Rehabilitat	
ø	řÝ:	Section and the property of th	foundation			
Oi :		OBTAIN PERMIT TO:			1001(c)1	17920.3(Б)1
6			[]Repair Per Applicable Building Codes		Or Rehabilitat	
9.			ooring or floor supports	F 275	and the second second	17920.3(6)2
- A		OBTAIN PERMIT TO:	[]Repair Per Applicable Building Codes		Or Rehabilitat	e Structure
10			is or other vertical supports that split, lean, list or			and the second second
			deterioration		1001(c)4	17920.3(ъ)4
شديف		OBTAIN PERMIT TO:	[]Repair Per Applicable Building Codes		Or Rehabilitate	e Structure
11			ceiling and roof supports or other horizontal mer	nbers		
			ue to defective material or deterioration		1001(c)6	17920.3(ъ)6
		OBTAIN PERMIT TO:	[]Repair Per Applicable Building Codes	[ ]Demolish	Or Rehabilitate	e Structure
12)			ms Tolored windows	*****	1001(6)11	17920.3(a)11
-	. 1	OBTAIN PERMIT TO:	[]Repair Per Applicable Building Codes	<b>MDemolish</b>	Or Rehabilitate	e Structure
13	M)	Faulty weather protection	MISSING WILDDOWS	1	1001(h)1-4	17920.3(g)1-4
	TV i	A. Deteriorated or ineffect	ive weather proofing of exterior walls, roof or flo	ors		
		including broken windo	ws or doors, lack of paint or other approved wall o	covering.		
4.		OBTAIN PERMIT TO:	[ [Repair Per Applicable Building Codes	<b>Demolish</b>	Or Rehabilitate	Structure
14 )	X I	General dilapidation or imp	proper maintenance. NO. MAINTONATCE DE	Anumer R	[, 10016113	17920.3(a)13
0		OBTAIN PERMIT TO:			Or Rehabilitate	
15		Fire hazard		<b>*</b>	<b>100</b> 1(i)	17920.3(h)
		OBTAIN PERMIT TO:	[]Repair Per Applicable Building Codes	/ IDemolish	Or Rehabilitate	Control of the second second
16 ]		Extensive fire damage	[ scepan rer Applicable Dunding Codes	Libenousi	Ol Lichardinari	, Du acidato
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19 4			[ ]Repair Per Applicable Building Codes	I Incinousi	Or Rehabilitate	Suucide
1	Α/,	OPTAIN PERMETA	ce - abandoned/vacant	- M	io Olio Diskabilitanta	<u> Činininini</u>
			[]Repair Per Applicable Building Codes		Or Rehabilitate	. No. 30 a .
18	J	improper occupancy			1001(n)	17920.3(n)
د ددد		OBTAIN PERMIT TO:	[]Repair Per Applicable Building Codes	[ ]Demonsn	Or Rehabilitate	Structure
19	1_					
	(	OBTAIN PERMIT TO:	[]Repair Per Applicable Building Codes	[]Demolish	Or Rehabilitate	Structure
20 [	1				٠	
	7	OBTAIN PERMIT TO:	[ ]Repair Per Applicable Building Codes	[ ]Demolish	Or Rehabilitate	Structure
						Control of the State of the Sta
<b></b> .		VOLLMIST COPPECTT	HE ABOVE CONDITIONS WITHIN 30 DAYS	AFTUE N	TE OF THIS N	OTICE
	-3		* The second of	A 1	TALL OF THIS I	
356	No	2.CN12-03097	Address 40765 MAYBERLY	ANE. +	TEMET	
				* ** <del>**</del> **	<u> </u>	
		No-05 17	A Cappini			
Date	<u>_</u>	Ole-05-12	Officer ( ) LOPPEY			



## CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

#### AFFIDAVIT OF POSTING OF NOTICES

July 31, 2012

**RE CASE NO: CV1203097** 

#### I, Carol Forrey, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 37600 Sky Canyon Drive, Suite G, French Valley, California 92563.

That on <u>06/06/2012</u> at <u>2:41PM</u>, I securely and conspicuously posted A NOTICE OF VIOLATION FOR RCC 8.120.010 - ACCUMULATED RUBBISH, RCC 1712.010 - EXCESS OUTSIDE STORAGE AND RCC 15.16.020 - SUBSTANDARD STRUCTURE, along with a NOTICE OF DEFECTS AND A DANGER - DO NOT ENTER SIGN at the property described as:

Property Address: 40765 MAYBERRY AVE, HEMET

Assessor's Parcel Number: 447-101-001

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

Executed on July 31, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Carol Forrey, Code Enforcement Officer



## CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

#### NOTICE OF VIOLATION

June 18, 2012

SANTA EMILLETH LAR VELASQUEZ 6339 HOOD AVE HUNTINGTON PARK, CA 90255

RE CASE NO: CV1203097 at 40765 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-101-001

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 40765 MAYBERRY AVE, in the community of HEMET California, Assessor's Parcel Number 447-101-001, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

#### Said violation is described as:

1) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

NOTICE IS HEREBY GIVEN that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

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

- 2) 8.120.010 (Ord. 541) No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 3) 17.12.040 (Ord. 348) All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

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

- 1) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.
- 3) Remove or reduce all outside storage to zero. No storage allowed on .20 acres in R-1 zone

COMPLIANCE MUST BE COMPTED BY July 3, 2012. FAILURE TO MPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: Carol Forrey, Code Enforcement Officer

#### RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY **CODE ENFORCEMENT NOTICE OF DEFECTS**

						UNIFORM HOUSING	HEALTH & SAFETY
	TANDARD BU					CODE SECTIONS	CODE SECTIONS
1. []	Lack of or impr	oper water	closet, lavatory, bathtul	b, shower or kitchen sit	nk	1001(b)1,2,3	17920.3(a)1,2,3
× /	OBTAIN PERI	MIT TO:	[ ]Repair Per Applica	ble Building Codes	[]Demolish	Or Rehabilitat	e Structure
2.	Lack of hot and	cold runnin	ig water to plumbing fi	xtures No warese I	terre	1001(ъ)4,5	17920.3(a)4,5
<i>D</i> -	<b>OBTAIN PERI</b>		[]Repair Per Applica			Or Rehabilitat	e Structure
3. []	Lack of connect	ion to requi	red sewage system			1001(b)14	17920.3(a)14
• •	OBTAIN PERM		[]Repair Per Applica			Or Rehabilitat	
4. [1	Hazardous plun	2.6	A January registers				17920.3(e)
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o. []	OBTAIN PERM		[]Repair Per Applica	ble Building Codes		Or Rehabilitat	# T
6 11	Hazardous Wiri	7	I broken res tribbues	oto Dunania Conso	1 100000		17920.3(d)
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7. 13	Lack of adequat	S. 40 (1)		· · · · · · · · · · · · · · · · · · ·			17920.3(a)6
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			oring or floor support				17920.3(ъ)2
	OBTAIN PERM	180	[ ]Repair Per Applica			Or Rehabilitat	e 2tractate
10 []			s or other vertical supp				LESSENATE DIREC
		,	deterioration				17920.3(ъ)4
	OBTAIN PERM	1	[]Repair Per Applica			Or Rehabilitat	e Structure
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أعلاء المانا	OBTAIN PERM	IIT TO:	[ ]Repair Per Applical	ble Building Codes		Or Rehabilitat	e Structure
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1.1	OBTAIN PERM	* / * * * * * * * * * * * * * * * * * *	[]Repair Per Applical			Or Rehabilitat	e Structure
13 M	Faulty weather p	rotection	Wizarze mirai			1001(h)1-4	17920.3(g)1-4
κ.	A. Deteriorated	or ineffecti	ve weather proofing of	exterior walls, roof or	floors		*
	including bro	ken window	s or doors, lack of pair	nt or other approved w			
	OBTAIN PERM	IT TO:	[]Repair Per Applical	ble Building Codes	<b>MDcmolish</b>	Or Rehabilitat	e Structure
14 💢	General dilapida	tion or imp	roper maintenanceN	O MANDANAYE I	e anemet r	1001(6)13	17920.3(a)13
	OBTAIN PERM		[ ]Repair Per Applical		<b>V</b> Demolish	Or Rehabilitat	e Structure
15 []	Fire hazard	-					17920.3(h)
	OBTAIN PERM		[]Repair Per Applical	ole Building Codes		Or Rehabilitate	e Structure
None and the	Extensive fire da						
	OBTAIN PERM	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Repair Per Applicat	sle Building Codes	l'IDemolish	Or Rehabilitat	e Structure
17 DC	Public and attrac	tive nuicans	e - abandoned/vacant.				
- 27	OBTAIN PERM	rr To:	[ ]Repair Per Applical	ale Ruilding Codes	LiDemolish	Or Rehabilitate	e Structure
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19 []	OBTAIN PERM	TTE TOO	Repair Per Applicat	U. D. III I. A. A. A.	Demoliek	Or Rehabilitate	Structure
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Ì	OBTAIN PERM	IT TO:	[]Repair Per Applicat	ole Building Codes	[]Demolish	Or Rehabilitate	e Structure
20 Newson -			- * *	***	•		
***	YOU MUST CO	RRECT TH	HE ABOVE CONDIT	IONS WITHIN 30 DA	YS OF THE DA	ATE OF THIS I	NOTICE
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Case No	2012-03	10,11	Address 40 1	165 MAYBERL	4 HNG, 7	(EIIIE)	
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Date	Ole-05-12		Officer_()	LOPPEU			
	13.00						<del></del>
285-02	25 (4/96)						
e e n. 77							



## CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

#### PROOF OF SERVICE

Case No. CV1203097

#### STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, <u>Dean Deines</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 June 18, 2012, I served the following documents(s):

### NOTICE RE: Notice of Violation Notice of Defects

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

SANTA EMILLETH LAR VELASQUEZ 6339 HOOD AVE, HUNTINGTON PARK, CA 90255

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

CODE ENFORCEMENT DEPARTMENT

By: Dean Deines, Code Enforcement Aide



## CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

#### NOTICE OF VIOLATION

July 6, 2012

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

RE CASE NO: CV1203097 at 40765 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-101-001

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 40765 MAYBERRY AVE, in the community of HEMET California, Assessor's Parcel Number 447-101-001, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

#### Said violation is described as:

1) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

NOTICE IS HEREBY GIVEN that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

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

- 2) 8.120.010 (Ord. 541) No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 3) 17.12.040 (Ord. 348) All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

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

- 1) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.
- 3) Remove or reduce all outside storage to zero. No storage allowed on .20 acres in R-1 zone

COMPLIANCE MUST BE COMPLETED BY July 20, 2012. FAILURE TO MPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: Carol Forrey, Code Enforcement Officer



## CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

#### NOTICE OF VIOLATION

July 6, 2012

FIRST FRANKLIN FINANCIAL CORP. ATTENTION: RECORDS MANAGEMENT 2150 NORTH FIRST STREET SAN JOSE, CA 95131

RE CASE NO: CV1203097 at 40765 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-101-001

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 40765 MAYBERRY AVE, in the community of HEMET California, Assessor's Parcel Number 447-101-001, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

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CODE ENFORCEMENT DEPARTMENT

By: Carol Forrey, Code Enforcement Officer

#### RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT **NOTICE OF DEFECTS**

			-					UNIFORM HOUSING I	EALTH & SAFETY
	-	TANDARD BU						CODE SECTIONS C	ODE SECTIONS
1.				loset, lavatory	, bathtub, show	er or kitchen sink	**************************************	1001(ъ)1,2,3	17920.3(a)1,2
	./	OBTAIN PERM			Applicable Bu			Or Rehabilitate	Structure
2.	A	Lack of hot and	cold runnin	g water to plu	mbing fixtures.	NO WATER HEAD	79e	1001(ъ)4,5	17920.3(a)4,5
	0	<b>OBTAIN PERM</b>	VIT TO:	[ ]Repair Per	Applicable Bu	ilding Codes	Remolish	Or Rehabilitate	Structure
3.	11	Lack of connect	ion to requi				L -		17920.3(a)14
		OBTAIN PERM			Applicable Bu		***	Or Rehabilitate	
4.	[]	Hazardous plum		2.3					17920.3(e)
		OBTAIN PERM	38 V V V V V V V V V V V V V V V V V V V	I TRenair Per	Applicable Bu	ilding Codes		Or Rehabilitate	
5.	ſĬ	Lack of required	1.3		·····	<del>-</del> 7'	L.I		17920.3(a)10
		OBTAIN PERM			Applicable Bu			Or Rehabilitate	
6	П	Hazardous Wiris	1	f broban ret	white pa	nems cores	f loomomi		17920.3(d)
υ.	LJ	OBTAIN PERM		I IDannia Dar	Applicable Bu	ildina Codac		Or Rehabilitate	
4	rï	Lack of adequate	A Part of the Control		whhuraore on	nomic coors			
7.	11	The second of the Standard Contraction of	******		A 12 1. The				17920.3(a)6
6	73	OBTAIN PERM			Applicable Bu	naing Codes		Or Rehabilitate	
ð.	LI	Deteriorated or	1 -						17920.3(ь)1
		OBTAIN PERM	3		Applicable Bu			Or Rehabilitate	
9.		Defective or dete							17920.3(6)2
		OBTAIN PERM	· ·		Applicable Bu			Or Rehabilitate	Structure
10	[]	Members of wall	ls, partitions	or other verti	cal supports th	at split, lean, list or	buckle		
		due to defective	material or o	leterioration		***********		1001(c)4	17920.3(ъ)4
		OBTAIN PERM	IT TO:	[]Repair Per	Applicable Bu	ilding Codes	[ ]Demolish	Or Rehabilitate	Structure
11	[]	Members of ceili	ings, roofs, c	ciling and roo	f supports or o	ther horizontal mer	nbers		
		which sag, split, o					• • • • • • • • • • • • • • • • • • • •	1001(c)6	17920.3(ь)6
		OBTAIN PERM	4 / Carlon Carlo	\$ 1.30P	Applicable Bui	and the state of the second se		Or Rehabilitate	Structure
12`	14	Dampness of hab	oitable room	stroves	SUDJUNI		100	1001(6)11	17920.3(a)11
/		OBTAIN PERM	ITTO:	l IRenair Per	Applicable Bui	lding Codes		Or Rehabilitate	
13	24	Faulty weather p		MISSING	WINDOWS		***************	and a second	17920.3(g)1-4
			4	η.		or walls, roof or floo			
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	i	OBTAIN PERM	State of the state	and the second s	Applicable Bui	7 18 18 18 18 18 18 18 18 18 18 18 18 18		Or Rehabilitate	Structure
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14									
		OBTAIN PERM		[]Kepair Per	Applicable Bui	king Codes		Or Rehabilitate	23/4 6/21/21
15		Fire hazard				······································		1001(i)	17920.3(h)
St. Star		OBTAIN PERM		Repair Per .	Applicable Bui	Iding Codes	[ ]Demolish	Or Rehabilitate	Structure
16		Extensive fire da	1 · · · · · · · · · · · · · · · · · · ·	*************	************	******************		<del></del>	
		OBTAIN PERM		[]Repair Per /	Applicable Bui		[]Demolish	Or Rehabilitate	Structure
17	PK I	Publicand attract OBTAIN PERM	tive nuisano	e - abandoned	/vacant			*	
				]Repair Per 2	Applicable Bui	lding Codes	[[Demolish	Or Rehabilitate	Structure
18		Improper occupa		******	*****	****************		. 1001(n)	17920.3(n)
	Í	OBTAIN PERM	ITTO:	Repair Per	Applicable Bui	lding Codes	[]Demolish	Or Rehabilitate	Structure
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	7	OBTAIN PERM	IT TO:	Repair Per	Applicable Bui	lding Codes	Demolish	Or Rehabilitate	Structure
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at aris									
**		YOU MUST CO	RRECT TH	E ABOVE C	ONDITIONS I	WITHIN 30 DAYS	OF THE DA	TE OF THIS N	OTICE
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#### CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

#### PROOF OF SERVICE

Case No. CV1203097

#### STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, <u>Elizabeth Ross</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 6, 2012, I served the following documents(s):

#### **NOTICE RE: Notice of Violation and Notice of Defects**

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

BANK OF AMERICA CUSTOM RECORDING SOLUTIONS 2550 N. REDHILL AVE, SANTA ANA, CA 92705 FIRST FRANKLIN FINANCIAL CORP. ATTENTION: RECORDS MANAGEMENT 2150 NORTH FIRST STREET, SAN JOSE, CA 95131

- 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 6, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Elizabeth Ross, Code Enforcement Aide



### NOTICE OF VIOLATION

July 31, 2012

SANTA EMILLETH LAR VELASQUEZ 6339 HOOD AVE HUNTINGTON PARK, CA 90255

RE CASE NO: CV1203097 at 40765 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-101-001

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CODE ENFORCEMENT DEPARTMENT



### NOTICE OF VIOLATION

July 31, 2012

Occupant 40765 MAYBERRY AVE HEMET, CA 92544

RE CASE NO: CV1203097 at 40765 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-101-001

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CODE ENFORCEMENT DEPARTMENT



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July 31, 2012

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CODE ENFORCEMENT DEPARTMENT



# NOTICE OF VIOLATION

July 31, 2012

SANTA VELASQUEZ 5526 CORMELL DR BARTLESVILLE, OK 74006

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CODE ENFORCEMENT DEPARTMENT



### **NOTICE OF VIOLATION**

July 31, 2012

PEOPLE'S CHOICE HOME LOAN, INC 7515 IRVINE CENTER DR IRVINE, CA 92618

RE CASE NO: CV1203097 at 40765 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-101-001

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 40765 MAYBERRY AVE, in the community of HEMET California, Assessor's Parcel Number 447-101-001, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

#### Said violation is described as:

1) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

NOTICE IS HEREBY GIVEN that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

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

- 2) 8.120.010 (Ord. 541) No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 3) 17.12.040 (Ord. 348) All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

- 1) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.
- 3) Remove or reduce all outside storage to zero. No storage allowed on .20 acres in R-1 zone

COMPLIANCE MUST BE COMPLED BY August 15, 2012. FAILURE TO DMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

CODE ENFORCEMENT DEPARTMENT



### **NOTICE OF VIOLATION**

July 31, 2012

F.C.I CORPORATION 8101 KAISER BLVD STE #360 ANAHEIM HILLS, CA 92808

RE CASE NO: CV1203097 at 40765 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-101-001

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CODE ENFORCEMENT DEPARTMENT



### NOTICE OF VIOLATION

July 31, 2012

MERS P O BOX 2026 FLINT, MI 48501-2026

RE CASE NO: CV1203097 at 40765 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-101-001

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CODE ENFORCEMENT DEPARTMENT



### NOTICE OF VIOLATION

July 31, 2012

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

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CODE ENFORCEMENT DEPARTMENT

# RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT NOTICE OF DEFECTS

			OMICHMINOSHO UCATILIEZAZELI
	STANDARD BUILDIN		CODE SECTIONS CODE SECTIONS
1. [	] Lack of or improper v	water closet, lavatory, bathtub, shower or kitchen sink	
	/ OBTAIN PERMIT T	O: []Repair Per Applicable Building Codes	[]Demolish Or Rehabilitate Structure
2.	Lack of hot and cold	running water to plumbing fixtures Now ATER HEA	1001(b)4,5 17920.3(a)4,5
9	OBTAIN PERMIT T		Remolish Or Rehabilitate Structure
3. T	Lack of connection to	required sewage system.	
1	OBTAIN PERMIT T		[]Demolish Or Rehabilitate Structure
4 1	Hazardous plumbing.	<ul> <li>If any in a control of the particular particular particular terms of the particular terms of the particular particular</li></ul>	
<b>** 1</b> ,	OBTAIN PERMIT T		Demolish Or Rehabilitate Structure
S r	Lack of required elect	o. I propair ret Applicable Bulluing codes	
٠. ١.	<ul><li>フリングが2000 ロー・レン・東京ないという。</li></ul>		1001(b)10 17920.3(a)10
'20 E E	OBTAIN PERMIT T	O: []Repair Per Applicable Building Codes	[]Demolish Or Rehabilitate Structure
D. [	Hazardous Wiring		1001(e) 17920.3(d)
و س	OBTAIN PERMIT T	<ul><li>新聞の表現を表現している。</li><li>「おおから」を表現している。</li><li>「おおから」とは、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「おおから」と、</li><li>「お</li></ul>	[ ]Demolish Or Rehabilitate Structure
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ark are	OBTAIN PERMIT TO		[]Demolish Or Rehabilitate Structure
8. []		quate foundation	
	OBTAIN PERMIT TO	O: []Repair Per Applicable Building Codes	[ ]Demolish Or Rehabilitate Structure
9. []	Defective or deteriora	ted flooring or floor supports	
	OBTAIN PERMIT TO		[ ]Demolish Or Rehabilitate Structure
10 []	Members of walls, par	titions or other vertical supports that split, lean, list or	buckle
4.3		ial or deterioration	
	OBTAIN PERMIT TO		[ [Demolish Or Rehabilitate Structure
11 11		oofs, ceiling and roof supports or other horizontal men	
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		Carrieran - 1 S. 1989 - 1 mari - 1 prominer - Sense medicinado Charles de Librario de mentionem con como con-	1001(c)6 17920.3(b)6  [ [Demolish Or Rehabilitate Structure
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12 XI		erooms though windows	
	OBTAIN PERMIT TO		Demolish Or Rehabilitate Structure
13 M	Faulty weather protect	tion MUSSING WINDOWS	1001(h)1-4 17920.3(g)1-4
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	and the second of the first of the second of	rindows or doors, lack of paint or other approved wall o	
	OBTAIN PERMIT TO	D: []Repair Per Applicable Building Codes	Demolish Or Rehabilitate Structure
14 🕅	General dilapidation o	or improper maintenance. NO MAINTENANCE DE 1	ATTEMPT H. 1001(6)13 17920.3(a)13
	OBTAIN PERMIT TO	D: []Repair Per Applicable Building Codes	Demolish Or Rehabilitate Structure
15 []	Fire hazard		1001(i) 17920.3(b)
76° -464	OBTAIN PERMIT TO	D: []Repair Per Applicable Building Codes	[]Demolish Or Rehabilitate Structure
16 []	Extensive fire damage.		
11	OBTAIN PERMIT TO		Demolish Or Rehabilitate Structure
17 0	Proceedings of the control of the co		1 Pontois of Rolling
-' <i>Y</i> 1	OBTAIN PERMIT TO	uisance - abandoned/vacant	MDemolish Or Rehabilitate Structure
TT	<ul> <li>Alternative of the property of the control of the con</li></ul>		1001(n) 17920-3(n)
ro []	Improper occupancy		the filter of the state of the
يادو تور	OBTAIN PERMIT TO	D: []Repair Per Applicable Building Codes	Demolish Or Rehabilitate Structure
19 []			
ν,	OBTAIN PERMIT TO	D: []Repair Per Applicable Building Codes	Demolish Or Rehabilitate Structure
20 []			
	OBTAIN PERMIT TO	D: []Repair Per Applicable Building Codes	Demolish Or Rehabilitate Structure
***	VOLUMETCOPPE	CTITLE ADOLE COMPTIONS STREET, SO THE STREET	OF THE DATE OF THIS NOTICE
a	the second of the second second of the second secon	CT THE ABOVE CONDITIONS WITHIN 30 DAYS	OF THE DATE OF THIS HOTICE
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Case I	ILL TALE CANTS	winters - 100 LATES INCHES	
	50 805 1-	A CARAL	
Date	Ole-05-12	Address 40765 MAYBERLY Officer C. FORLBY	
	i.		
285-0	25 (4/96)		

Distribution: White-Case File; Canary-Property Owner; Pink-To Be Posted On Structure



#### PROOF OF SERVICE

Case No. CV1203097

#### STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, <u>Elizabeth Ross</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 31, 2012, I served the following documents(s):

### NOTICE RE: Notice of Violation and Notice of Defects

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

SANTA EMILLETH LAR VELASQUEZ 6339 HOOD AVE, HUNTINGTON PARK, CA 90255 OCCUPANT 40765 MAYBERRY AVE, HEMET, CA 92544
BANK OF AMERICA CUSTOM RECORDING SOLUTIONS 2550 N. REDHILL AVE, SANTA ANA, CA 92705 FIRST FRANKLIN FINANCIAL CORP. ATTENTION: RECORDS MANAGEMENT 2150 NORTH FIRST STREET, SAN JOSE, CA 95131
SANTA VELASQUEZ 5526 CORMELL DR, BARTLESVILLE, OK 74006
PEOPLE'S CHOICE HOME LOAN, INC 7515 IRVINE CENTER DR, IRVINE, CA 92618
F.C.I CORPORATION 8101 KAISER BLVD STE #360, ANAHEIM HILLS, CA 92808
MERS P O BOX 2026, FLINT, MI 48501-2026
BANK OF AMERICA CUSTOM RECORDING SOLUTIONS 2550 N. REDHILL AVE, SANTA ANA, CA 92705

- 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 31, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Elizabeth Ross, Code Enforcement Aide

**BUSPS.COM** Quick Tools Enter up to 10 Tracking # Find
Find USPS Locations
Buy Stamps
Schedule a Pickup Calculate BES Tracking TM Hold Mail Change of Address Postal Product:

Register / Sign In

Search USPS.com or Track Packages

Ship a Package

Send Mail

Manage Your Mail

Shop

**Available Options** 

OTHER USPS SITES

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**Business Solutions** 



Customer Service > Have questions? We're here to help.

Tracking Number: 70101060000249903495

Requested label is archived. Restore Archived Details >

**Product & Tracking Information** 

Certified Mail

August 6, 2012, 1:47 pm

Delivered

MURRIETA, CA 92563

Track Another Package

What's your tracking (or receipt) number?

Track It

LEGAL

Privacy Policy > Terms of Use > FOIA > No FEAR Act EEO Data

@USPS.COM

U.S. Postal Service TM CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) 349 990 Postage \_ Certified Fee 5000 **Postmark** Return Receipt Fee (Endorsement Required) Here Restricted Delivery Fee (Endorsement Required) 106

SANTA EMILLETH LAR VELASQUEZ **6339 HOOD AVE HUNTINGTON PARK, CA 90255** Cv12-03097 APN: 447-101 CF

PS Form 3800, August 2006

See Reverse for Instructions

CODE ENFORCEMENT DEPARTMENT 37600 SKY CANYON DR, #507 COUNTY OF RIVERSIDE MURRIETA, CA 92563



PERTIFIED MAIN

MAILED FROM ZIP CODE 92501



STATES POSTA

40765 MAYBERRY Occupant AUG - 6 2012 

C5

HEMET, CA 9254

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AN - SENDER

ORWARD - 27704-03177-01 9256376973

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Restricted Delivery Fee (Endorsement Required)

Postal Service Total CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) E

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Occupant 40765 MAYBERRY AVE HEMET, CA 92544 Cv12-03097 APN: 447-101 CF

CONTRACTOR OF THE PROPERTY OF

CODE ENFORCEMENT DEPARTMENT 37600 SKY CANYON DR, #507 COUNTY OF RIVERSIDE MURRIETA, CA 92563







FIRST FRANKLIN FINANCIAL CORP

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ATTENTION: RECORDS MANAGEMENT 2150 NORTH FIRST ( NIXIE

SAN JOSE, CA 95131

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FIRST FRANKLIN FINANCIAL CORP. ATTENTION: RECORDS MANAGEMENT 2150 NORTH FIRST STREET SAN JOSE, CA 95131 Cv12-03097 APN: 447-101

U.S. Postal Service CERTIFIED MAILT RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) 3747 4990 Postage Certified Fee Postmark 2000 Here Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) 1060 SANTA VELASQUEZ 5526 CORMELL DR BARTLESVILLE, OK 74006 CV12-03097 APN: 447-101 CF

PS Form 3800, August 2006

See Reverse for Instructions

	COMPLETE	THIS SECTION ON DE	ELIVERY
ENDER: COMPLETE THIS SECTION	A. Signature		☐ Agent
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received	d by Printed Name)  Naderess different from anter delivery address to	C. Date of Delivery
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CODE ENFORCEMENT DEPARTMENT 37600 SKY CANYON DR, #507 COUNTY OF RIVERSIDE MURRIETA, CA 92563



MAILED FROM ZIP CODE 92501

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PEOPLE'S CHOICE HOME LOAN, INC 7515 IRVINE CENTER DR

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SENDER NOT KNOWN FORWARD \*2704-03098-01-39 00 08/07/12 9256326923

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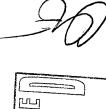
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CERTIFIED MAILTE RECEIPT

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U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) 4990 Postage **Certified Fee** 5000 Postmark Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) 1060 F.C.I CORPORATION 8101 KAISER BLVD 7070 STE #360 ANAHEIM HILLS, CA 92808 CV12-03097 APN: 447-101 CF

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OF NOTE OF A COMPLETE THE SECTION	COMPLETE THIS SECTION ON DELIVERY
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2. Article Number 7010 (Transfer from service label)	1060 0002 4990 3464 ☐ Yes

CODE ENFORCEMENT DEPARTMENT 37600 SKY CANYON DR, #507 COUNTY OF RIVERSIDE MURRIETA, CA 92563



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MAILED FROM ZIP CODE 92501 0002004337

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2550 N. REDHILL AVE SANTA ANA, CA 92705

CV12-03097 APN: 447-101 CF

U.S. Postal Service™ CERTIFIED MAILTO RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) 3 T 1991 Certified Fee **Postmark** 2000 Return Receipt Fee (Endorsement Required) Here Restricted Delivery Fee **1060 MERS** P O BOX 2026 FLINT, MI 48501-2026 Cv12-03097 APN: 447-101 CF

See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY SENDER: COMPLETE THIS SECTION A. Signature ☐ Agent ■ Complete items 1, 2, and 3. Also complete ☐ Addressee item 4 if Restricted Delivery is desired. A Katie Richardson

B. Received by (Printed Name) Print your name and address on the reverse C. Date of Delivery so that we can return the card to you. Attach this card to the back of the mailpiece, D. Is/delivery address different from item 1? or on the front if space permits. YES, enter derivery address below: 1. Article Addressed to: **MERS** P O BOX 2026 ☐ Express Mail Mail Return Receipt for Merchandise FLINT, MI 48501-2026 Cv12-03097 APN: 447-101 (LO.0.) Mail 4. Restricted Delivery? (Extra Fee) ☐ Yes 4990 3488 2000 TOPO 0005 2. Article Number 102595-02-M-1540 (Transfer from service label)

S Form 3800, August 2006

PS Form 3811, February 2004

Domestic Return Receipt



### NOTICE OF VIOLATION

July 31, 2012

CHASE (OH1-8020) RE: ACCOUNT 19743061 800 BROOKSEDGE BL WESTERVILLE, OH 43081-6009

RE CASE NO: CV1203097 at 40765 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-101-001

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 40765 MAYBERRY AVE, in the community of HEMET California, Assessor's Parcel Number 447-101-001, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

#### Said violation is described as:

1) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

NOTICE IS HEREBY GIVEN that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

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

- 2) 8.120.010 (Ord. 541) No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 3) 17.12.040 (Ord. 348) All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

- 1) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.
- 3) Remove or reduce all outside storage to zero. No storage allowed on .20 acres in R-1 zone

COMPLIANCE MUST BE COMPLETED BY August 15, 2012. FAILURE TO DMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT