

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

402B



**FROM:** TLMA – Code Enforcement Department

**SUBMITTAL DATE:**  
February 5, 2014

**SUBJECT:** Abatement of Public Nuisance [Substandard Structure and Accumulated Rubbish]  
Case No: CV13-02686 [FISHER]  
Subject Property: 16245 Avenida Manzana, Desert Hot Springs; APN: 657-094-020  
District: 4/4 [\$0]

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

1. The substandard structure (dwelling) on the real property located at 16245 Avenida Manzana, Desert Hot Springs, Riverside County, California, APN: 657-094-020 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. Daryll R. Fisher and Suzanne L. Fisher, the owners of the subject real property, be directed to abate the substandard structure on the property by rehabilitating, removing, and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials within ninety (90) days.

*[Signature]*  
GREG FLANNERY  
Interim Code Enforcement Official

(Continued)

APPROVED COUNTY COUNSEL  
 12/31/2013  
 DATE Departmental Concurrence  
 SOPHIA H. CHOI

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
<b>SOURCE OF FUNDS</b>				Budget Adjustment:	
				For Fiscal Year:	

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: *[Signature]*  
 Tina Grande  
 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  
 Absent: None  
 Date: February 25, 2014  
 xc: TLMA/Code Enforcement

Kecia Harper-Ihem  
 Clerk of the Board  
*[Signature]*  
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: \_\_\_\_\_ District: 4/4 Agenda Number: \_\_\_\_\_

9-6

**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: CV13-02686 [FISHER]  
Subject Property: 16245 Avenida Manzana, Desert Hot Springs; APN: 657-094-020  
District: 4/4**

**DATE:** February 5, 2014  
**PAGE:** 2 of 3

**RECOMMENDED MOTION (continued):**

3. The owners 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 number 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 16245 Avenida Manzana, Desert Hot Springs, 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. Daryll R. Fisher and Suzanne L. Fisher, the owners of the subject 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 owners of the real property do not take the above described actions within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, may abate the substandard structure and 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. Further, County Counsel shall 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 Rusty Hannah on August 6, 2013. The inspection revealed a substandard structure (dwelling) on the subject property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included, but were not limited to the following: Faulty weather protection, general dilapidation or improper maintenance, public and attractive nuisance – abandoned/vacant.

2. The inspection also revealed accumulation of rubbish (approximately 3,500 square feet) 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 materials: metal, wood, plastic, cut and dead vegetation, household trash and personal items.

**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: CV13-02686 [FISHER]**  
**Subject Property: 16245 Avenida Manzana, Desert Hot Springs; APN: 657-094-020**  
**District: 4/4**

**DATE:** February 5, 2014

**PAGE:** 3 of 3

3. Follow up inspections of the above-described real property on September 25, 2013 and November 7, 2013, revealed 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 substandard structure and accumulated 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**

**BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE**

1  
2 IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 13-02686  
3 [SUBSTANDARD STRUCTURE AND )  
4 ACCUMULATED RUBBISH]; APN: 657-094-020, ) DECLARATION OF CODE  
5 16245 AVENIDA MANZANA, DESERT HOT ) ENFORCEMENT OFFICER  
6 SPRINGS, COUNTY OF RIVERSIDE, STATE OF ) RUSTY HANNAH  
7 CALIFORNIA; DARYLL R. FISHER AND )  
8 SUZANNE L. FISHER, OWNERS. )  
9 ) [RCO Nos. 457 and 541]  
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I, Rusty Hannah, 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:

1. I am currently employed by the Riverside County Code Enforcement Department as a 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. On August 6, 2013, I conducted an initial inspection of the real property described as 16245 Avenida Manzana, Desert Hot Springs, Riverside County, California, and further described as Assessor's Parcel Number 657-094-020 (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 Daryll R. Fisher and Suzanne L. Fisher (hereinafter referred to as "OWNERS"). 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 August 7, 2013, it is determined that other parties may potentially hold a legal interest in THE PROPERTY, to wit: Accredited Home Lenders, Inc., and MERS (hereinafter referred to as "INTERESTED PARTIES"). A true and correct copy of the Lot Book Report is attached hereto and incorporated herein by reference as Exhibit

1 "C."

2 5. On August 6, 2013, I conducted an initial inspection of the open and accessible property. I  
3 observed large amounts of accumulated rubbish on THE PROPERTY including but not limited to: metal,  
4 wood, cut and dead vegetation, household trash and broken personal items, in excess of 3,500 square  
5 feet. This condition causes THE PROPERTY to constitute a public nuisance in violation of the provisions  
6 set forth in Riverside County Ordinance ("RCO") No. 541.

7 6. On this date, I also observed a structure in a state of general dilapidation. I observed the  
8 following conditions which cause the structure to be substandard and THE PROPERTY to constitute a  
9 public nuisance in violation of the provisions set forth in RCO No. 457.

10 Dwelling:

- 11 1) Faulty weather protection;  
12 2) General dilapidation or improper maintenance;  
13 3) Public and attractive nuisance – abandoned/vacant.

14 7. On August 6, 2013 and September 25, 2013, Notices of Violation, Notices of Defects and  
15 "Danger Do Not Enter" signs were posted on THE PROPERTY.

16 8. On August 8, 2013 and September 26, 2013, Notices of Violation and Notices of Defects  
17 were mailed to OWNERS and INTERESTED PARTY, Accredited Home Lenders, by certified mail with  
18 return receipt requested.

19 9. A site plan and photographs depicting the conditions of THE PROPERTY are attached  
20 hereto and incorporated herein by reference as Exhibit "D."

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

23 11. Follow up inspections of the above described real property on September 25, 2013 and  
24 November 7, 2013, revealed THE PROPERTY continues to be in violation of RCO Nos. 457 and 541.

25 12. Based upon my experience, knowledge and visual observations, it is my determination  
26 that the substandard structure (dwelling) and accumulated rubbish on THE PROPERTY creates an  
27 extreme health, safety, fire and structural hazard to the neighbors and general public and constitutes a  
28 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 and constitutes a

1 public nuisance in violation of the provisions set forth of RCO Nos. 457 and 541.

2 14. A Notice of Pendency of Administrative Proceedings was recorded in the Office of the  
3 County Recorder, County of Riverside, State of California, on September 3, 2013, as Instrument Number  
4 2013-0430637, a true and correct copy of which is attached hereto and incorporated herein by reference  
5 as Exhibit "F."

6 15. A Notice to Correct County Ordinance Violations and Abate Public Nuisance, providing  
7 notification of the Board of Supervisors' hearing was mailed to OWNERS and INTERESTED PARTIES  
8 by first class mail and was posted on THE PROPERTY. True and correct copies of the Notice, together  
9 with Proof of Service and the Affidavit of Posting of Notice are attached as hereto and incorporated  
10 herein as Exhibit "G."

11 16. Significant rehabilitation, removal and/or demolition of the substandard structure and  
12 removal and disposal of all structural materials, rubbish and debris are required to abate the public  
13 nuisance and bring THE PROPERTY into compliance with RCO No. 457, the Health and Safety, Uniform  
14 Housing, Administrative and Abatement of Dangerous Buildings Codes. In addition, the removal and  
15 disposal of all accumulated rubbish is required to abate the nuisance and bring THE PROPERTY into  
16 compliance with Riverside County Ordinance No. 541 and the Health and Safety Codes.

17 17. Accordingly, the following findings and conclusions are recommended:

18 (a) the structure (dwelling) be condemned as a substandard building, public and  
19 attractive nuisance;

20 (b) the OWNERS, or whoever has possession or control of THE PROPERTY, be  
21 required to rehabilitate or demolish said structure, including the removal and disposal of all structural  
22 debris and materials, on THE PROPERTY in accordance with the provisions of RCO No. 457;

23 (c) the OWNERS, or whoever has possession or control of THE PROPERTY, be  
24 ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by  
25 survey and materials sample testing through the Industrial Hygiene Specialist of the County Health  
26 Department, Division of Special Services; and, prior to the abatement ordered in subsection (b) above, to  
27 secure the removal and disposal of all asbestos containing materials discovered through such survey  
28 and testing by contract with a duly certified and licensed contractor for the handling of such materials to

1 avoid citations and/or fines by South Coast Air Quality Management District ("SCAQMD") pursuant to  
2 SCAQMD Rule NO. 1403;

3 (d) if the substandard structure is not razed, removed and disposed of, or  
4 reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to RCO  
5 No. 457, within ninety (90) days of the date of the Board's Order to Abate, the substandard structure and  
6 contents therein may be abated by representatives of the Riverside County Code Enforcement  
7 Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court  
8 Order where necessary under applicable law authorizing entry onto THE PROPERTY;

9 (e) the accumulation of rubbish on THE PROPERTY be deemed and declared a  
10 public nuisance;

11 (f) the OWNERS, or whoever has possession or control of THE PROPERTY be  
12 required to remove and dispose of all rubbish in strict accordance of RCO No. 541.

13 (g) if the materials are not removed and disposed of in strict accordance with all  
14 Riverside County Ordinances, including but not limited to Riverside County Ordinances No. 541, within  
15 ninety (90) days after posting and mailing of the Board's Order and Findings, the rubbish may be abated  
16 by representatives of the Riverside County Code Enforcement Department, a contractor of the Sheriff's  
17 Department upon receipt of an owner's consent or a Court Order, where necessary by law, authorizing  
18 entry onto THE PROPERTY; and

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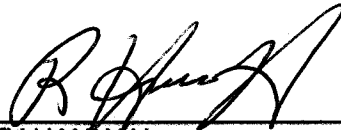
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1 (g) that reasonable costs of abatement, after notice and opportunity for hearing, shall be  
2 imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE  
3 PROPERTY pursuant to Government Code Section 25845 and RCO Nos. 457, 541 and 725.

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

6 Executed this 6<sup>TH</sup> day of JANUARY, 2014, at PALM DESERT, California.

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9 \_\_\_\_\_  
10 RUSTY HANNAH  
11 Code Enforcement Officer  
12 Code Enforcement Department  
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## **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 #657094020-9		Parcel # 657094020-9	
<b>Assessee:</b>	FISHER DARYLL R	<b>Land</b>	7,758
<b>Assessee:</b>	FISHER SUZANNE L	<b>Structure</b>	69,935
<b>Mail Address:</b>	5521 CEDER CREEK WAY	<b>Full Value</b>	77,693
<b>City, State Zip:</b>	CITRUS HEIGHTS, CA 95610	<b>Total Net</b>	77,693
<b>Real Property Use Code:</b>	R1		
<b>Base Year</b>	1993		
<b>Conveyance Number:</b>	0128079	<b>View Parcel Map</b>	
<b>Conveyance (mm/yy):</b>	4/1992		
<b>PUI:</b>	R010012		
<b>TRA:</b>	61-074		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 454 MB 029/029 DOS PALMAS TR UNIT 4		
<b>Situs Address:</b>	16245 AVENIDA MANZANA DSRT HOT SPG CA 92240		

## RIVERSIDE COUNTY GIS



**Selected parcel(s):**  
657-094-020

**\*IMPORTANT\***

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

STANDARD WITH PERMITS REPORT

**APNs**

657-094-020-9

**OWNER NAME / ADDRESS**

DARYLL R FISHER  
SUZANNE L FISHER  
16245 AVENIDA MANZANA  
DSRT HOT SPG, CA. 92240

**MAILING ADDRESS**

(SEE OWNER)  
5521 CEDER CREEK WAY  
CITRUS HEIGHTS CA. 95610

**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: MB 29/29  
SUBDIVISION NAME: DOS PALMAS TR UNIT 4  
LOT/PARCEL: 454, BLOCK: NOT AVAILABLE  
TRACT NUMBER: NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 0.17 ACRES

**PROPERTY CHARACTERISTICS**

WOOD FRAME, 912 SQFT., 2 BDRM/ 1 BATH, 1 STORY, ATTACHED GARAGE(320 SQ. FT), CONST'D 1984COMPOSITION, ROOF

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 727 GRID: A1

**CITY BOUNDARY/SPHERE**

NOT WITHIN A CITY  
CITY SPHERE: DESERT HOT SPRINGS  
ANNEXATION DATE: FEB. 22, 2007  
LAFCO CASE #: 2006-25-4&5  
PROPOSALS: NOT APPLICABLE

**MARCH JOINT POWERS AUTHORITY**

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

**INDIAN TRIBAL LAND**

NOT IN A TRIBAL LAND

**SUPERVISORIAL DISTRICT 2011 (ORD. 813)**

JOHN BENOIT, DISTRICT 4

**SUPERVISORIAL DISTRICT (2001 BOUNDARIES)**

MARION ASHLEY, DISTRICT 5

**TOWNSHIP/RANGE**

T3SR5E SEC 7

**ELEVATION RANGE**

ELEVATION NOT AVAILABLE

**PREVIOUS APN**

NO DATA AVAILABLE

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***PLANNING***

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**LAND USE DESIGNATIONS**

MDR

**SANTA ROSA ESCARPMENT BOUNDARY**

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

**AREA PLAN (RCIP)**

WESTERN COACHELLA 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**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

W-2

**ZONING DISTRICTS AND ZONING AREAS**

PASS & DESERT 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**

PROJECT AREA NAME: MCPA  
SUBAREA NAME: GARNET - SUB AREA  
AMENDMENT NUMBER: 0  
ADOPTION DATE: MAY. 13, 2010  
ACREAGE: 2588 ACRES

**AIRPORT INFLUENCE AREAS**

NOT IN AN AIRPORT INFLUENCE AREA

**AIRPORT COMPATIBILITY ZONES**

NOT IN AN AIRPORT COMPATIBILITY ZONE

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***ENVIRONMENTAL***

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**CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA**

NOT IN A CONSERVATION AREA

**CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS**

NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

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

NOT IN A CELL GROUP

**WRMSHCP CELL NUMBER**

NOT IN A CELL

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

NONE

**VEGETATION (2005)**

NO DATA AVAILABLE

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***FIRE***

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**HIGH FIRE AREA (ORD. 787)**

NOT IN A HIGH FIRE AREA

**FIRE RESPONSIBILITY AREA**

NOT IN A FIRE RESPONSIBILITY AREA

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***DEVELOPMENT FEES***

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**CVMSHCP FEE AREA (ORD. 875)**

WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

**WRMSHCP FEE AREA (ORD. 810)**

NOT WITHIN THE WESTERN RIVERSIDE COUNTY MSHCP FEE AREA

**ROAD & BRIDGE DISTRICT**

NOT IN A DISTRICT

**EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)**

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

**WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)**

NOT WITHIN THE WESTERN TUMF FEE AREA

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

WESTERN COACHELLA VALLEY

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

NOT WITHIN AN SKR FEE AREA.

**DEVELOPMENT AGREEMENTS**



NOT IN A DEVELOPMENT AGREEMENT AREA

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## ***TRANSPORTATION***

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### **CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY**

IN OR PARTIALLY WITHIN A CIRCULATION ELEMENT RIGHT-OF-WAY. SEE MAP FOR MORE INFORMATION. CONTACT MAJEED FARSHED AT (760)863-8267 FOR INFORMATION REGARDING THIS PARCEL IF IT IS IN AN UNINCORPORATED AREA.

### **ROAD BOOK PAGE**

171

### **TRANSPORTATION AGREEMENTS**

NOT IN A TRANSPORTATION AGREEMENT

### **CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS**

NOT IN A CETAP CORRIDOR.

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## ***HYDROLOGY***

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### **FLOOD PLAIN REVIEW**

NOT REQUIRED

### **WATER DISTRICT**

DWA

### **FLOOD CONTROL DISTRICT**

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

### **WATERSHED**

WHITEWATER

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## ***GEOLOGIC***

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### **FAULT ZONE**

NOT IN A FAULT ZONE

### **FAULTS**

NOT WITHIN A 1/2 MILE OF A FAULT

### **LIQUEFACTION POTENTIAL**

MODERATE

### **SUBSIDENCE**

SUSCEPTIBLE

### **PALEONTOLOGICAL SENSITIVITY**

LOW POTENTIAL.

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

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## ***MISCELLANEOUS***

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### **SCHOOL DISTRICT**

PALM SPRINGS UNIFIED

### **COMMUNITIES**

SOUTHEAST DESERT HOT SPRINGS

### **COUNTY SERVICE AREA**

NOT IN A COUNTY SERVICE AREA.

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

ZONE B, 44.97 MILES FROM MT. PALOMAR OBSERVATORY

### **2010 CENSUS TRACT**

044515

### **FARMLAND**

URBAN-BUILT UP LAND

**TAX RATE AREAS**

- 061074
- CITRUS PEST CONTROL 2
- COACHELLA VALLEY RESOURCE CONSER
- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- CV MOSQ & VECTOR CONTROL
- DESERT COMMUNITY COLLEGE
- DESERT HOSPITAL
- DESERT HOT SPGS CO WTR IMP G
- DESERT HOT SPRINGS COUNTY WATER
- DESERT WATER AGENCY 5TH FRINGE
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 6
- GENERAL
- GENERAL PURPOSE
- MID-COUNTY PRJ AMD 2-AB1290
- PALM SPRINGS PUBLIC CEMETERY
- PALM SPRINGS UNIF B & I 1992-A
- PALM SPRINGS UNIFIED SCHOOL
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION

**SPECIAL NOTES**

NO SPECIAL NOTES

**CODE COMPLAINTS**

Case #	Description	Start Date
CV1302686	NEIGHBORHOOD ENFORCEMENT	Jun. 20, 2013

**BUILDING PERMITS**

Case #	Description	Status
070374	FLOOD MANAGEMENT REVIEW	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
072670	GRADING - 290CY FILL	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
073104	DWLG & ATT GARAGE	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
366327	GARAGE CONVERSION/LATTICE OVERHEAD *EXPIRED*	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017

**ENVIRONMENTAL HEALTH PERMITS**

Case #	Description	Status
NO ENVIRONMENTAL PERMITS	NOT APPLICABLE	NOT APPLICABLE

**PLANNING PERMITS**

Case #	Description	Status
NO PLANNING PERMITS	NOT APPLICABLE	NOT APPLICABLE

REPORT PRINTED ON...Tue Oct 15 10:44:07 2013  
Version 131001

# **EXHIBIT “C”**



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

## Lot Book Report

Order Number: **29108**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV13-02686 / Snunez

IN RE: FISHER, DARYLL R.

Order Date: 8/8/2013

Dated as of: 8/7/2013

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 16245 Avenida Manzana

Desert Hot Springs

CA 92240

Assessor's Parcel No. : 657-094-020-9

**Assessments:**

Land Value:	\$7,606.00
Improvement Value:	\$68,564.00
Exemption Value:	\$0.00
Total Value:	\$76,170.00

## Tax Information

Property Taxes for the Fiscal Year	2012-2013
First Installment	\$616.36
Penalty	\$61.62
Status	NOT PAID-DELINQUENT
Second Installment	\$616.36
Penalty	\$99.12
Status	NOT PAID-DELINQUENT
Prior Delinquencies for tax defaulted year(s)	2008-2012
Redemption Amount	\$9,576.77
If paid by	08/31/2013



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

Order Number: 29108

Reference: CV13-02686 / Snu

## Property Vesting

The last recorded document transferring title of said property

Dated	03/17/1992
Recorded	04/09/1992
Document No.	0128079
D.T.T.	\$7.15
Grantor	Edward Sander-Cederlof and Debbie Sander-Cederlof, husband and wife
Grantee	Daryll R. Fisher and Suzanne L. Fisher, husband and wife as joint tenants

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	10/30/2006
Recorded	11/07/2006
Document No.	2006-0819104
Amount	\$100,000.00
Trustor	Daryll R. Fisher and Suzanne L. Fisher, husband and wife as joint tenants
Trustee	Alliance Title
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as nominee for Accredited Home Lenders, Inc. A California Corporation

## Additional Information

A Notice of Assessment Lien Recorded	07/20/2004
Document No.	2004-0559888



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

Order Number: 29108  
Reference: CV13-02686 / Snu

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Owner	Daryll R. Fisher
Claimant	Mission Springs Water District
A Notice of Administrative Proceedings by the City of	County of Riverside Department of Code Department Desert Hot Springs
County of	Riverside
Recorded	06/30/2011
Document No.	2011-0289101
A Notice of Administrative Proceedings by the City of	County of Riverside Department of Code Enforcement Desert Hot Springs
County of	Riverside
Recorded	02/28/2012
Document No.	2012-0086657
A Notice of Administrative Proceedings by the City of	County of Riverside Department of Code Enforcement Palm Desert
County of	Riverside
Recorded	01/09/2013
Document No.	2013-0014258
A Notice of Lien Recorded	06/10/2013
Document No.	2013-0274598
Amount	\$7,614.30
Owner	Daryll R. Fisher and Suzanne L. Fisher
Claimant	County of Riverside Code Enforcement Department
A Notice of Lien Recorded	07/31/2013
Document No.	2013-0370009
Amount	\$5,109.09
Owner	Daryll R. Fisher and Suzanne L. Fisher
Claimant	County of Riverside Code Enforcement Department

### Legal Description

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



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

Order Number: 29108

Reference: CV13-02686 / Snu

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LOT 454 OF DOS PALMAS TRACT UNIT NO. 4, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 29, PAGES 29 AND 30 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.





RECORDING REQUESTED BY  
FIDELITY NATIONAL TITLE INS. CO.  
MAIL TAX STATEMENT TO

WHEN RECEIVED MAIL TO

DARYLL R. FISHER  
SUZANNE L. FISHER  
5521 Cedar Creek Way  
Citrus Heights, CA 95610

PAID  
Doc. Transfer Tax  
WILLIAM E. CONERLY  
Riv. Co. Recorder

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

APR - 9 1992

Recorded in Office of Recorder  
of Riverside County, California  
William E. Conerly, Recorder  
Fees \$

SPACE ABOVE RECORDER'S USE ONLY

### GRANT DEED (INDIVIDUAL)

The undersigned grantor(s) declares:  
Documentary transfer tax is \$ 7.15

- Computed on full value of property conveyed, or
  - Computed on full value less value of liens and encumbrances remaining at time of sale.
  - Unincorporated area  City of Desert Hot Springs
- Tax Parcel No. 657-094-020-9

204200

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

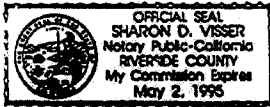
EDWARD SANDER-CEDERLOF and DEBBIE SANDER-CEDERLOF, husband and wife

hereby GRANT(S) to

DARYLL R. FISHER and SUZANNE L. FISHER, husband and wife as joint tenants

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

Lot 454 of Dos Palmas Tract, Unit No. 4, as shown by map on file in book 29, pages 29 and 30 of maps, in the office of the County Recorder of Riverside County, California.



*Edward Sander-Cederlof*  
EDWARD SANDER-CEDERLOF

Dated March 17, 1992

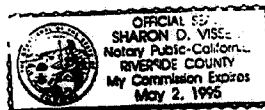
*Debbie Sander-Cederlof*  
DEBBIE SANDER-CEDERLOF

STATE OF CALIFORNIA  
County of Riverside } ss.

On March 25, 1992 before me, the undersigned  
Notary Public, personally appeared EDWARD SANDER-CEDERLOF and DEBBIE SANDER-CEDERLOF  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sharon D. Visser (Seal)



**ALLIANCE TITLE COMPANY**

Recording Requested By:  
**Accredited Home Lenders, Inc.**  
 A California Corporation  
 Return To:  
**Accredited Home Lenders, Inc.**  
 Attn: Post Closing Dept.  
 16550 West Bernardo Dr. Bldg 1  
 San Diego, CA 92127-1870

**DOC # 2006-0819104**  
 11/07/2006 08:00A Fee:75.00  
 Page 1 of 23  
 Recorded in Official Records  
 County of Riverside  
 Larry U. Ward  
 Assessor, County Clerk & Recorder



Prepared By:  
**Accredited Home Lenders, Inc.**  
 A California Corporation  
 15090 Avenue of Science  
 San Diego, CA 92128

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM 010

*APN 057-094-020-9*  
 [Space Above This]  
 1247672-19

**DEED OF TRUST**

MIN 100176106102408599

75 **T**  
010

**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 30, 2006 together with all Riders to this document.

(B) "Borrower" is **DARYLL R. FISHER AND SUZANNE L. FISHER, HUSBAND AND WIFE AS JOINT TENANTS**

Borrower's address is **5521 CEDAR CREEK WAY  
 CITRUS HEIGHTS, CA 95610**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Accredited Home Lenders, Inc.  
 A California Corporation**

Lender is a Corporation organized and existing under the laws of the State of California

0610240859

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

Form 3005 1/01

U240 -6A(CA) (0207)

Page 1 of 15

Initials *[Signature]*

VMP MORTGAGE FORMS - (800)521-7291

Public Record

Lender's address is **15090 Avenue of Science**  
**San Diego, CA 92128**

(D) "Trustee" is **ALLIANCE TITLE**

(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 30, 2006**. The Note states that Borrower owes Lender **one hundred thousand and 00/100**

Dollars

(U.S. \$**100,000.00** ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 1, 2036**

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

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

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

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

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

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

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

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

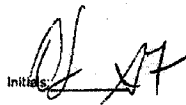
(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part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

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

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

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Form 3005 1/01

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 Addendum Page Attached**

Parcel ID Number: 657-094-020-9

which currently has the address of

16245 AVENIDA MANZANA

[Street]

DESERT HOT SPRINGS

[City], California 92240

[Zip Code]

("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 seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

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0610240859

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Public Record

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

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

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

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

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

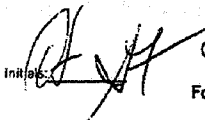
Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient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

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

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

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

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

Initials: 

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

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

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

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

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

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

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

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

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

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

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

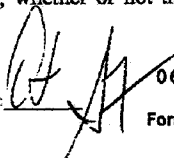
All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights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

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

MAP-6A(CA) (0207)

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Initials:



0610240859

Form 3805 1/01

Public Record

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

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

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

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

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable



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

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

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

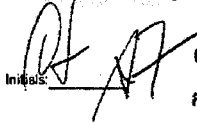
Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (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 value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

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

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

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

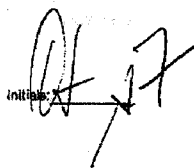
**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation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

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

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

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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

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.

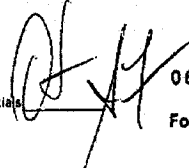
**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides 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:

\_\_\_\_\_ (Seal)  
DARYLL R. FISHER -Borrower

\_\_\_\_\_ (Seal)  
SUZANNE L. FISHER -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

State of California  
County of *Placer*

} ss.

On *Nov. 1, 2006* before me, *S.B. Greenhill* A Notary Public  
personally appeared  
**DARYLL R. FISHER, SUZANNE L. FISHER**

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

WITNESS my hand and official seal.



*[Signature]* *SBG*  
\_\_\_\_\_  
*S B Greenhill* (Seal)

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**LEGAL DESCRIPTION ADDENDUM**

**Borrower Name(s):**  
DARYLL R. FISHER, SUZANNE L. FISHER

**Lender:**  
Accredited Home Lenders, Inc.  
A California Corporation  
15090 Avenue of Science  
San Diego, CA 92128

**Loan #: 0610240859**

**Property Address:**  
16245 AVENIDA MANZANA  
DESERT HOT SPRINGS, CA 92240

**Legal Description:**  
LOT 454 OF DOS PALMAS TRACT NO. 4, AS SHOWN BY MAP ON FILE IN BOOK 29, PAGES 29  
AND 30 OF MAPS, RIVERSIDE COUNTY RECORDS.

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## ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 30th day of October, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Accredited Home Lenders, Inc., A California Corporation ("Lender") of the same date and covering the property described in the Security Instrument and located at:

16245 AVENIDA MANZANA  
DESERT HOT SPRINGS, CA 92240  
[Property Address]

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

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.400%. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the 1st day of December, 2009 and on the 1st day of every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

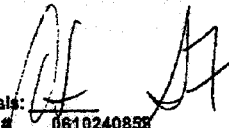
#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

MIN # 100176106102408599  
ARMRIOR1.UFF

FISHER  
Page 1 of 3

Initials:   
Loan # 0610240859  
AHL modified FannieMae 3138 (1/01)

Public Record

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Four And Four Tenth(s)** percentage points (4.400%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full over the remainder of the Amortization Period (described below) at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. The "Amortization Period" is the 40-year period beginning one month prior to the due date of the first payment under this Note.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **8.900%** or less than **7.400%**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **One And One-half** percentage points ( 1.500%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than **14.400%** or less than **7.400%**.

**(E) Effective Date of Changes**

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

**(F) Notice of Changes**

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

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

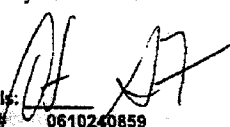
Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, 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 the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed 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.

MIN # 100176106102408599  
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FISHER  
Page 2 of 3

Initials:   
Loan # 0610240859

AHL modified FannieMae 3138 (1/01)

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

*Darryl R. Fisher* 11-1-06  
Borrower Date  
DARYLL R. FISHER

*Suzanne L. Fisher* 11-1-06  
Borrower Date  
SUZANNE L. FISHER

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

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Borrower Date

\_\_\_\_\_  
Borrower Date

WIN # 100178106102408599  
.ARMRIDR3.UFF

FISHER  
Page 3 of 3

Loan # 0610240859  
AHL modified FannieMae 3138 (1/01)

Public Record

**1-4 FAMILY RIDER**  
**(Assignment of Rents)**

THIS 1-4 FAMILY RIDER is made this 30th day of October, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Accredited Home Lenders, Inc.** A California Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **16245 AVENIDA MANZANA**  
**DESERT HOT SPRINGS, CA 92240**

[Property Address]

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

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

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

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

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

0610240859

**MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
Form 3170 1/01

VMP-57R (0411)

Page 1 of 3

Initials: 

VMP Mortgage Solutions, Inc.  
(800)521-7291

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

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

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

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

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

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

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

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

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

VMP-57R (0411)

Page 2 of 3

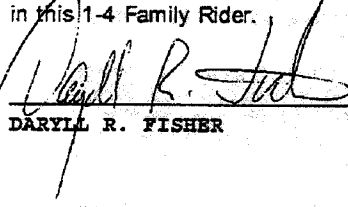
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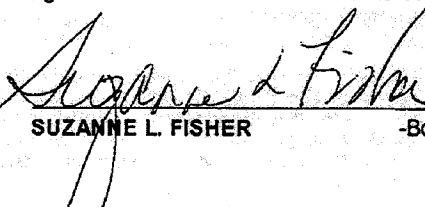
0610240859

Form 3170 1/01

Public Record

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

 (Seal)  
DARRYL R. FISHER -Borrower

 (Seal)  
SUZANNE L. FISHER -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

VMP-57R (0411)

Page 3 of 3

0610240859

Form 3170 1/01

# CERTIFICATION

Under the provisions of Government Code 27361.7 I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document.

( Print or Type the page number(s) and Wording below ):

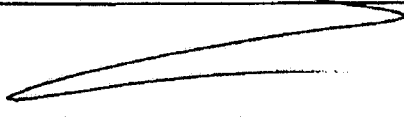
" See Attached Document For Clarity "

A notary Public

DATE :

11 / 7 / 06

SIGNATURE :





DOC # 2004-0559888

07/20/2004 08:00A Fee:2800.00

Page 1 of 758

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

ALBERT A WEBB ASSOCIATES

AND WHEN RECORDED MAIL TO:

ALBERT A. WEBB ASSOCIATES  
ATTN: PAUL THOMPSON  
3788 M'CRAY STREET  
RIVERSIDE, CA. 92506

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C  
JB

# NOTICE OF ASSESSMENT

Title of Document

# THIS AREA FOR RECORDER'S USE ONLY

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

ACR 238P-AS4RE0 (Rev. 02/2003)

Public Record

NOTICE OF ASSESSMENT

Pursuant to the requirements of Section 3114 of the Streets and Highways Code, the undersigned Secretary of the Mission Springs Water District hereby gives notice that a diagram and assessment were recorded in the office of the Superintendent of Streets of said District as provided for in Section 3114 of the Streets and Highways Code, and relating to the following described real property:

The real property as described in the assessment diagram for Assessment District No. 12 on file in Book of Maps of Assessment Districts, Book 57, Pages 35-56, Official Records, County Recorder, County of Riverside, California.

Notice is further given that upon the recording of this notice in the office of the County Recorder, the several assessments assessed on the lots, pieces and parcels shown on the filed assessment diagram, plus annual assessments for administrative costs, shall become a lien upon the lots or portions of lots assessed, respectively.

Reference is made to the assessment diagram and assessment roll recorded in the office of the Secretary of that District.

Dated: July 13, 2004

  
Secretary, Mission Springs Water District

Attached to this Notice are the name or names of the assessed owners as they appear on the latest secured assessment roll.

Assessment Roll MSWD AD12

7/13/2004

Albert A. Webb Associates

657094019-9

NO

\$4,124.14

ANGEL TOSCANO

16205 AVENIDA MANZANA  
DESERT HOT SPRINGS 92240

---

657094020-9

\$4,124.14

DARYLL R FISHER  
5521 CEDER CREEK WAY  
CITRUS HEIGHTS 95610

---

657101001-3

\$4,124.14

JOSE LUIS QUINTERO  
16220 AVENIDA DESCANSO  
DSRT HOT SPG CA 92240

---

657101002-4

\$4,124.14

JAMES E CROWELL  
5504 W 142ND ST  
HAWTHORNE CA 90250

---

657101003-5

\$4,124.14

LUCILLE E CORBIN  
5704 CAMINO DEL CIELO 601  
BONSALL CA 92003

---

657101004-6

\$4,124.14

CYNTHIA SANPEDRO  
310 N BRUNELL ST  
WAUSEON OH 43567

---

657101005-7

\$4,124.14

WILLIAM GONZALEZ  
25886 CORINDER  
MORENO VALLEY CA 92553

---

657101006-8

\$4,124.14

ANNALINDE VONFLESCH  
4062 EDENHURST AVE  
LOS ANGELES 90039

---

657101007-9

\$4,124.14

GUILLERMO O PEREZ  
16410 AVENIDA DESCANSO  
DESERT HOT SPRINGS 92240

---

When recorded please mail to:  
 Riverside County Code Enforcement Department  
 (District 4 Office)  
 38686 El Cerrito Rd, Palm Desert, CA 92211  
 Mail Stop No. 4016

DOC # 2011-0289101

06/30/2011 12:23P Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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**NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS**

807  
C  
807

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

Case No.: CV10-06005

Daryll R Fisher  
 Suzanne Fisher )

And DOES I through X, owners

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: 16245 Avenida Manzana, Desert Hot Springs, Ca 92240

PARCEL #: 657-094-020

LEGAL DESCRIPTION: LOT 454 MB 029/029 DOS PALMAS TR UNIT 4 OF SEC 7 T3SR5E

VIOLATIONS: RCC 457: RCC 15.08.010 Construction without permit

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 California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE  
 DEPARTMENT OF CODE ENFORCEMENT

By: Mary Overholt  
 Mary Overholt, Code Enforcement Department

Dated: June 22, 2011

**ACKNOWLEDGEMENT**

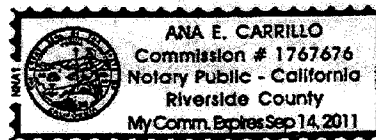
State of California )  
 County of Riverside )

On 06/22/11 before me, Ana E Carrillo, Notary Public, personally appeared Mary Overholt who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Ana E Carrillo  
 Commission # 1767676 Comm. Expires Sep. 14, 2011





LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

## NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: I. LORENA DIAZ

Commission #: 1887801

Place of Execution: INDIO CA

Date Commission Expires: APRIL 30, 2014

Date: 2/28/12

Signature: *I. Lorena Diaz*

Print Name: I. LORENA DIAZ



When recorded please mail to:  
Riverside County Code Enforcement Department  
(District 4 Office)  
38686 El Cerrito Rd, Palm Desert, CA 92211  
Mail Stop No. 4016



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### NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

811

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

Case No.: CV12-06521

DARYLL R FISHER / SUZANNE L FISHER )

And DOES I through X, owners

**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:** 16245 Avenida Manzana, Desert Hot Springs, Ca 92240

**PARCEL #:** 657-094-020

**LEGAL DESCRIPTION:** Lot 454 MB 029/029 Dos Palmas TR Unit 4 of Sec 7 T3SR5E

**VIOLATIONS:** RCO 457: RCC 15.16.020 Substandard Structure, RCO 541: RCC 8.120.010 Accumulated Rubbish

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 California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE  
DEPARTMENT OF CODE ENFORCEMENT

Dated: December 26, 2012

By: [Signature]  
Dave Lawless, Code Enforcement Department

### ACKNOWLEDGEMENT

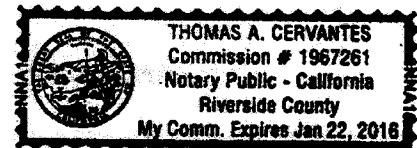
State of California )  
County of Riverside )

On 01/02/13 before me, Thomas A. Cervantes, Notary Public, personally appeared Dave Lawless who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their authorized capacity(ies)), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]  
Commission # 1967261 Comm. Expires January 22, 2016



When recorded please mail to:  
 Riverside County Code Enforcement Department  
 (District 4 Office)  
 38686 El Cerrito Rd, Palm Desert, CA 92211  
 Mail Stop No. 4016

DOC # 2012-0086657  
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 Page 1 of 2

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



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**NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS**

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

Case No.: CV11-03856



Daryll R Fisher / Suzanne L Fisher )

And DOES I through X, owners

**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:** 16245 Avenida Manzana, Desert Hot Springs, Ca 92240  
**PARCEL #:** 657-094-020  
**LEGAL DESCRIPTION:** Lot 454 MB 029/029 Dos Palmas Tr Unit 4 of Sec 7 T3SR5E

**VIOLATIONS:** RCO 541: RCC 8.120 Accumulated Rubbish, RCO 348: RCC 17.144.010, RCO 457: RCC 15.16.020 Substandard Structure

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 California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE  
 DEPARTMENT OF CODE ENFORCEMENT

Dated: January 24, 2012

By: *[Signature]*  
 Dave Lawless, Code Enforcement Department

**ACKNOWLEDGEMENT**

State of California )  
 County of Riverside )

On 1/24/12 before me, I Lorena Diaz, Notary Public, personally appeared Dave Lawless who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

*[Signature]*  
 Commission # 1887801 Comm. Expires April 30, 2014



Public Record

DOC # 2013-0274598

06/10/2013 10:56A Fee:NC

Page 1 of 1

Recorded in Official Records  
County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:  
County of Riverside  
Code Enforcement Department

AND WHEN RECORDED MAIL TO:  
County of Riverside  
Code Enforcement Department  
4080 Lemon Street, 12th Floor  
Riverside, California 92501  
Mail Stop #1012



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Notice						T:	CTY	UNI	SN

**NOTICE OF LIEN**

NOTICE IS HEREBY GIVEN THAT THE PROPERTY DESCRIBED AS:

PARCEL #: 657-094-020  
 PROPERTY OWNER: DARYLL R. FISHER; SUZANNE L. FISHER  
 ADDRESS: 16245 AVENIDA MANZANA, DESERT HOT SPRINGS CA, 92240  
 LEGAL: 0.17 acres in LOT 454 of DOS PALMAS TR UNIT 4, recorded in MB 29 page 29  
 DESCRIPTION:  
 CASE #: CV11-03856  
 VIOLATION(S): RCC 8.120.010 (Ord. 541) Accumulated Rubbish (AR), 17.144.010 (Ord. 348) Excess Outdoor Storage (EOS), 15.16.020 (Ord. 457) Substandard Structure.



Pursuant to the Ordinance Nos. listed above and ordinance 725 (RCC Chapter 1.16) of the County of Riverside, State of California and Section 25845 of the California Government Code, proceedings have been completed based upon the noncompliance of the subject property with respect to the removal of violations described above, and that the abatement costs incurred by the County, including, but not limited to actual abatement costs, administrative costs and related fines and penalties have become a lien on said property.

The actions taken to abate the subject condition were as follows: Notices of Violation were issued. Multiple site visits were conducted and Administrative Citations were issued regarding the violations. Subsequently, the cases were closed.

On 05/09/2013, the County Hearing Officer conducted a hearing and determined the reasonable costs of abatement to be \$7,614.30. The County Hearing Officer also ordered that a lien be imposed on the above-described real property for the abatement costs, and recorded with the Riverside County Recorder's Office.

COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

By: Michelle Cervantes  
Michelle Cervantes, Code Enforcement Department

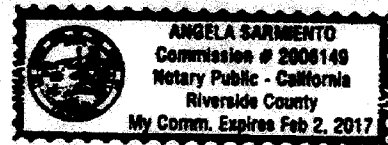
**ACKNOWLEDGEMENT**

State of California )  
County of Riverside )SS

On 5-23-13 before me, Angela Sarmiento, Notary Public, personally appeared Michelle Cervantes who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.  
Commission #: 2006149 Expires: Feb. 2, 2017

Signature: Angela Sarmiento (Seal)





RECORDING REQUESTED BY:  
County of Riverside  
Code Enforcement Department

AND WHEN RECORDED MAIL TO:  
County of Riverside  
Code Enforcement Department  
4080 Lemon Street, 12th Floor  
Riverside, California 92501  
Mail Stop #1012

DOC # 2013-0370009

07/31/2013 10:54A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

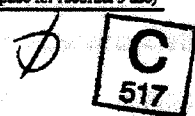
Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	(NCHS)	EXAM
NCHS							T:	CTY	UNI

**NOTICE OF LIEN**



NOTICE IS HEREBY GIVEN THAT THE PROPERTY DESCRIBED AS:

**PARCEL #:** 657-094-020  
**PROPERTY OWNER:** DARYLL R FISHER / SUZANNE L FISHER  
**ADDRESS:** 16245 AVENIDA MANZANA, DESERT HOT SPRINGS CA, 92240  
**LEGAL DESCRIPTION:** 0.17 acres in LOT 454 of DOS PALMAS TR UNIT 4, recorded in MB 29 page 29  
**CASE #:** CV10-06005  
**VIOLATION(S):** RCC 15.08.010 (Ord. 457) Construction Without Permit.

Pursuant to the Ordinance Nos. listed above and ordinance 725 (RCC Chapter 1.16) of the County of Riverside, State of California and Section 25845 of the California Government Code, proceedings have been completed based upon the noncompliance of the subject property with respect to the removal of violations described above; and that the abatement costs incurred by the County, including, but not limited to actual abatement costs, administrative costs and related fines and penalties have become a lien on said property.

The actions taken to abate the subject condition were as follows: A Notice of Violation was issued. Multiple site visits were conducted and Administrative Citations were issued regarding the violation. Subsequently, the case was closed.

On July 18, 2013, the County Hearing Officer conducted a hearing and determined the reasonable costs of abatement to be \$5,109.09. The County Hearing Officer also ordered that a lien be imposed on the above-described real property for the abatement costs, and recorded with the Riverside County Recorder's Office.

COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

By: Regina Keyes  
Regina Keyes, Code Enforcement Department

**ACKNOWLEDGEMENT**

State of California )  
County of Riverside )SS  
On 7-30-13 before me, Angela Sarmiento, Notary Public, personally appeared Regina Keyes who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.  
Commission #2006149 Expires: Feb. 2, 2017

Signature: Angela Sarmiento (Seal)



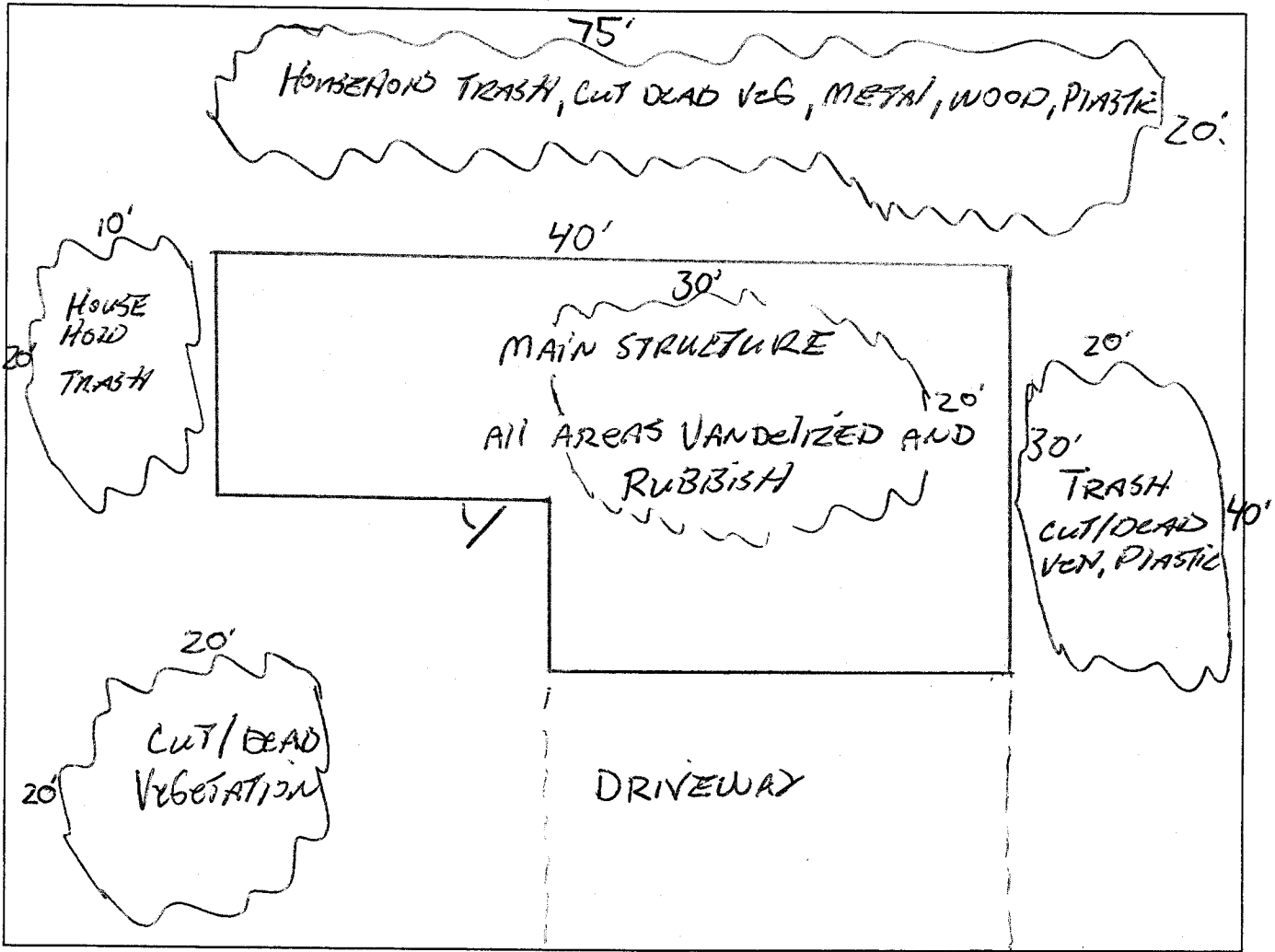
# **EXHIBIT “D”**

### SITE PLAN: Case # CV-1302686

OWNER(S): DARYLL R FISHER / SUZANNE L FISHER  
SITE ADDRESS: 16245 AVENIDA MANZANA, DSRT HOT SPG  
ASSESSOR'S PARCEL: 657-094-020  
ACREAGE: 0.17

NORTH ARROW: →

REAR PROPERTY LINE



FRONT PROPERTY LINE: 16245 AVENIDA MANZANA, DSRT HOT SPG

PREPARED BY: RUSTY HANNATH DATE: 9-26-13





14

30F6

NUMBER 14 ON NOTICE OF DEFECTS

"GENERAL DILAPIDATION, IMPROPER MAINT."

CV 1302686

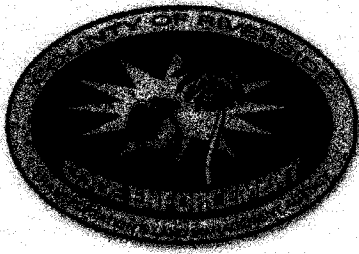


146

5076

SEVERE ACCUMULATE RUBBISH. SIDE AREA.

# **EXHIBIT “E”**



# COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

## NOTICE OF VIOLATION

CASE No.: CV 13-02686

THE PROPERTY AT: 16245 AVENIDA MANZANA, DASP APN#: 657-094-020

WAS INSPECTED BY OFFICER: RUSTY HANNAH ID#: 20 ON 8-6-13 AT 11:40 am/pm

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

<input type="checkbox"/>	5.28.040 (RCO 593)	Excessive Yard Sales - Cease yard sale. Limit of 3 yard sale events, not over 3 consecutive days, per year.	<input type="checkbox"/>	17.252.030 (RCO 348)	Unpermitted Outdoor Advertising Display - Obtain a permit from the Planning Dept. or remove display.
<input type="checkbox"/>	8.28.030 (RCO 821)	Unfenced Pool - Install or provide adequate fencing to secure the pool.	<input type="checkbox"/>	17.172.205 (RCO 348)	Prohibited Fencing - Remove fence. Fences shall not be constructed of garage doors, tires, pallets or other materials not typically used for the construction of fences.
<input checked="" type="checkbox"/>	8.120.010 (RCO 541)	<b>Accumulated Rubbish</b> - Remove all rubbish & dispose of in an approved legal landfill.	<input type="checkbox"/>	17. _____ (RCO 348)	Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed - Remove unpermitted mobile home(s) from the property.
<input type="checkbox"/>	15.08.010 (RCO 457)	Unpermitted Construction - Cease construction. Obtain the appropriate permits from the Bldg. & Safety and Planning Departments or demolish the _____.	<input type="checkbox"/>	17. _____ (RCO 348)	Occupied RV/Trailer - Cease occupancy & disconnect all utilities to RV/Trailer.
<input type="checkbox"/>	15.12.020(J)(2) (RCO 457)	Unapproved Grading/Clearing - Cease grading/clearing/stockpiling/importing fill. Obtain a Restoration Assessment from the Dept. of Building & Safety. Perform complete restoration and remediation of the property affected by the unapproved grading in accordance with the Restoration Assessment.	<input type="checkbox"/>	17. _____ (RCO 348)	Excessive Animals - Remove or reduce the number of _____ to less than _____.
<input checked="" type="checkbox"/>	15.16.020 (RCO 457)	<b>Substandard Structure</b> - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects or demolish the structure.	<input type="checkbox"/>	17. _____ (RCO 348)	Unpermitted Land Use: _____ Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
<input type="checkbox"/>	15.48.010 (RCO 457)	Unpermitted Mobile Home - Vacate mobile home. Obtain the appropriate permits from the Planning Dept. & Dept. of Bldg. & Safety prior to occupancy or remove Mobile Home.	<input type="checkbox"/>	17. _____ (RCO 348)	Excessive Outside Storage - Remove or reduce all outside storage to less than _____ square feet at the rear of the property.
<input type="checkbox"/>	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.	<input type="checkbox"/>		

COMMENTS: \_\_\_\_\_

**IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 8-26-13** FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.

**NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$ 109 AS DETERMINED BY THE BOARD OF SUPERVISORS. 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 RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE 1.16.**

\_\_\_\_\_  
SIGNATURE PRINT NAME DATE  PROPERTY OWNER  TENANT

\_\_\_\_\_  
CDL/CID# D.O.B. TEL. NO.

WHITE: VIOLATOR GREEN: CASE FILE YELLOW: POSTING



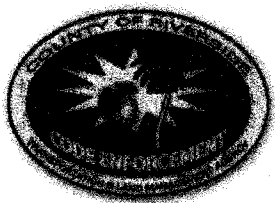
**RIVERSIDE COUNTY CODE ENFORCEMENT DEPARTMENT  
CODE ENFORCEMENT NOTICE OF DEFECTS**

*40' x 30' SFIR*

SUBSTANDARD BUILDING CONDITIONS:		UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. <input type="checkbox"/>	Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....	1001(b)1,2,3	17920.3(a)1,2,3
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
2. <input type="checkbox"/>	Lack of hot and cold running water to plumbing fixtures .....	1001(b)4,5	17920.3(a)4,5
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
3. <input type="checkbox"/>	Lack of connection to required sewage system.....	1001(b)14	17920.3(a)14
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
4. <input type="checkbox"/>	Hazardous plumbing.....	1001(f)	17920.3(e)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
5. <input type="checkbox"/>	Lack of required electrical lighting.....	1001(b)10	17920.3(a)10
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
6. <input type="checkbox"/>	Hazardous Wiring.....	1001(e)	17920.3(d)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
7. <input type="checkbox"/>	Lack of adequate heating facilities.....	1001(o)6	17920.3(a)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
8. <input type="checkbox"/>	Deteriorated or inadequate foundation.....	1001(c)1	17920.3(b)1
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
9. <input type="checkbox"/>	Defective or deteriorated flooring or floor supports.....	1001(c)2	17920.3(b)2
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
10. <input type="checkbox"/>	Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.....	1001(c)4	17920.3(b)4
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
11. <input type="checkbox"/>	Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.....	1001(c)6	17920.3(b)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
12. <input type="checkbox"/>	Dampness of habitable rooms.....	1001(b)11	17920.3(a)11
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
13. <input checked="" type="checkbox"/>	Faulty weather protection.....	1001(h)1-4	17920.3(g)1-4
	A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including <u>broken windows or doors</u> / lack of paint or other approved wall covering.		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
14. <input checked="" type="checkbox"/>	General dilapidation or improper maintenance.....	1001(b)13	17920.3(a)13
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
15. <input type="checkbox"/>	Fire hazard.....	1001(i)	17920.3(h)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
16. <input type="checkbox"/>	Extensive fire damage.....		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
17. <input checked="" type="checkbox"/>	Public and attractive nuisance - <u>abandoned/vacant</u> .....		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
18. <input type="checkbox"/>	Improper occupancy.....	1001(n)	17920.3(n)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
19. <input type="checkbox"/>	_____		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20. <input type="checkbox"/>	_____		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

\*\*\* YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. 1302686 Address 16245 AVENIDA MANZANA, DHSP  
 Date 8-6-13 Officer RUSTY HANNAH



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

August 8, 2013

RE CASE NO: CV1302686

I, Rusty Hannah, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:  
38686 El Cerrito Road, Suite 200  
Palm Desert, California 92211  
Mail Stop #4016.

That on 08/06/2013 at 11:40 am, I securely and conspicuously posted notice of violation for RCC 15.16.020; substandard structure, RCC 8.120.010; accumulated rubbish, a notice of defects, a do not enter sign and a do not dump sign at the property described as:

**Property Address:** 16245 AVENIDA MANZANA, DSRT HOT SPG

**Assessor's Parcel Number:** 657-094-020

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

Executed on August <sup>6<sup>th</sup></sup> 8, 2013 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By:   
Rusty Hannah, Code Enforcement Officer



**RIVERSIDE COUNTY CODE ENFORCEMENT DEPARTMENT  
CODE ENFORCEMENT NOTICE OF DEFECTS**

2ND  
NOTICE

40' x 30' 5FR

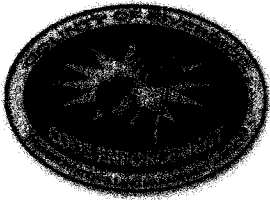
**SUBSTANDARD BUILDING CONDITIONS:**

		UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. <input type="checkbox"/>	Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....	1001(b)1,2,3	17920.3(a)1,2,3
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
2. <input type="checkbox"/>	Lack of hot and cold running water to plumbing fixtures .....	1001(b)4,5	17920.3(a)4,5
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
3. <input type="checkbox"/>	Lack of connection to required sewage system.....	1001(b)14	17920.3(a)14
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
4. <input type="checkbox"/>	Hazardous plumbing.....	1001(f)	17920.3(e)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
5. <input type="checkbox"/>	Lack of required electrical lighting.....	1001(b)10	17920.3(a)10
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
6. <input type="checkbox"/>	Hazardous Wiring.....	1001(e)	17920.3(d)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
7. <input type="checkbox"/>	Lack of adequate heating facilities.....	1001(e)6	17920.3(a)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
8. <input type="checkbox"/>	Deteriorated or inadequate foundation.....	1001(e)1	17920.3(b)1
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
9. <input type="checkbox"/>	Defective or deteriorated flooring or floor supports.....	1001(c)2	17920.3(b)2
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
10 <input type="checkbox"/>	Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.....	1001(c)4	17920.3(b)4
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
11 <input type="checkbox"/>	Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.....	1001(e)6	17920.3(b)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
12 <input type="checkbox"/>	Dampness of habitable rooms.....	1001(b)11	17920.3(a)11
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
13 <input checked="" type="checkbox"/>	Faulty weather protection.....	1001(h)1-4	17920.3(g)1-4
	A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
14 <input checked="" type="checkbox"/>	General dilapidation or improper maintenance.....	1001(b)13	17920.3(a)13
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
15 <input type="checkbox"/>	Fire hazard.....	1001(i)	17920.3(h)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
16 <input type="checkbox"/>	Extensive fire damage.....		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
17 <input checked="" type="checkbox"/>	Public and attractive nuisance - abandoned/vacant.....		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
18 <input type="checkbox"/>	Improper occupancy.....	1001(n)	17920.3(n)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
19 <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20 <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

\*\*\* YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. 1302686 Address 16245 AVENIDA MANZANA ONSP.

Date 9-25-13 Officer RUSTY HANNA



CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE

AFFIDAVIT OF POSTING OF NOTICES

September 26, 2013

RE CASE NO: CV1302686

I, Rusty Hannah, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:  
38686 El Cerrito Road, Suite 200  
Palm Desert, California 92211  
Mail Stop #4016.

That on 09/25/13 at 9:25 am, I securely and conspicuously posted a notice of violation for RCC 15.16.020, substandard structure, RCC 8.120.010, accumulated rubbish, a notice of defects and a danger do not enter sign at the property described as:

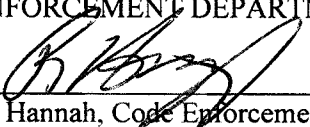
**Property Address:** 16245 AVENIDA MANZANA, DSRT HOT SPG

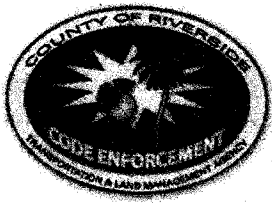
**Assessor's Parcel Number:** 657-094-020

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

Executed on September <sup>25th</sup>26, 2013 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Rusty Hannah, Code Enforcement Officer



# CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

## NOTICE OF VIOLATION

August 8, 2013

DARYLL R FISHER / SUZANNE L FISHER  
5521 CEDER CREEK WAY  
CITRUS HEIGHTS, CA 95610

RE CASE NO: CV1302686 at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG, California, Assessor's Parcel Number 657-094-020

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG California, Assessor's Parcel Number 657-094-020, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), 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 Revenue and Taxation Code, 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.

**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.

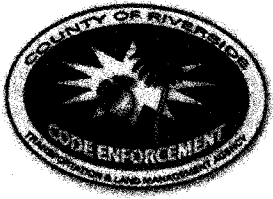
**COMPLIANCE MUST BE COMPLETED BY August 27, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THE 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: Rusty Hannah, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

August 8, 2013

OCCUPANT/ OWNER  
16245 AVENIDA MANZANA  
DSRT HOT SPG, CA 92240

RE CASE NO: CV1302686 at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG, California, Assessor's Parcel Number 657-094-020

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG California, Assessor's Parcel Number 657-094-020, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) ,8.120.010 (Ord. 541), 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.

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- 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.

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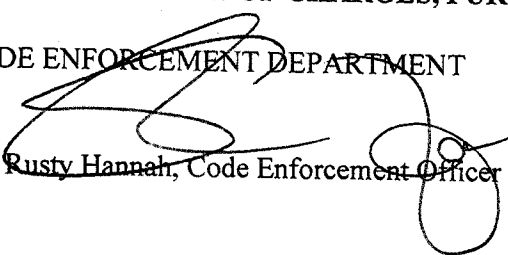
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CODE ENFORCEMENT DEPARTMENT

  
By: Rusty Hannah, Code Enforcement Officer



# CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

## NOTICE OF VIOLATION

August 8, 2013

Accredited Home Lenders  
15909 Avenue Of Science  
San Diego, Ca 92128

RE CASE NO: CV1302686 at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG, California, Assessor's Parcel Number 657-094-020

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG California, Assessor's Parcel Number 657-094-020, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), 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.

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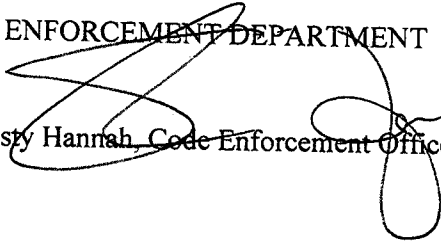
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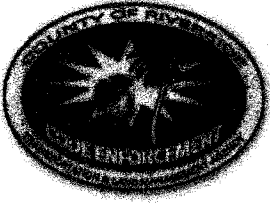
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CODE ENFORCEMENT DEPARTMENT

  
By: Rusty Hannah, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV1302686

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on August 8, 2013, I served the following documents(s):

**NOTICE RE: Notice of Violation and Notice of Defects (1)**

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

DARYLL R FISHER / SUZANNE L FISHER 5521 CEDER CREEK WAY, CITRUS HEIGHTS, CA 95610  
OCCUPANT 16245 AVENIDA MANZANA, DSRT HOT SPG, CA 92240  
Accredited Home Lenders 15909 Avenue Of Science, San Diego, Ca 92128

XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

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

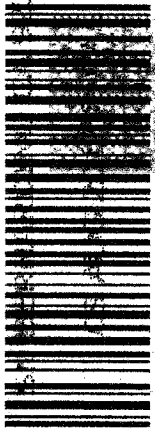
EXECUTED ON August 8, 2013, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Sara Nunez, Code Enforcement Aide

County of Riverside  
Code Enforcement Department  
38686 El Cerrito Rd, Suite 200  
Palm Desert, Ca 92211

**CERTIFIED MAIL™**



7012 2210 0000 1255 4226

06.11  
0000004337 AUG09 2013  
CALLED FROM ZIP CODE 92504

Daryll R Fisher  
Suzanne L Fisher  
5521 Ceder Creek Way  
Citrus Heights, Ca 95610

NIXIE 957 7E 1009 0008/13/13

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 9221119159 3004-01373-08-39

9574226125500002212

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

**Daryll R Fisher**  
**Suzanne L Fisher**  
5521 Ceder Creek Way  
Citrus Heights, Ca 95610  
CV1302686RH

Total Postage

Sent To

Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

PS Form 3800, August 2005

Save Reverse for Instructions

7012 2210 0000 1255 4226

County of Riverside  
Code Enforcement Department  
38686 El Cerrito Rd, Suite 200  
Palm Desert, Ca 92211

**CERTIFIED MAIL™**



7012 2210 0000 1255 4235

02 1P 506.110  
6002004337 AUG08 2013  
MAILED FROM ZIP CODE 92504

Occupant  
16245 Avenida Manzana  
Desert Hot Springs, Ca 92240  
CVI302686RH

*vac*

NIXIE 918 SE 1009 0008/12/13

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

922407256451  
BC: 9221119150 \*2804-09983-08-39

U.S. Postal Service  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Occupant  
16245 Avenida Manzana  
Desert Hot Springs, Ca 92240  
CVI302686RH

Return (Endorsement)  
Restricted (Endorsement)

Total Postage & fees

Sent To  
Street, Apt. No., or PO Box No.  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

7012 2210 0000 1255 4235

NOV # 1

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$

Accredited Home Lenders  
Return (Endorsement) 15909 Avenue of Science  
Restricted (Endorsement) San Diego, Ca 92128  
CV1302686RH

Total Postage

Sent To

Street, Apt. No.,  
or PO Box No.

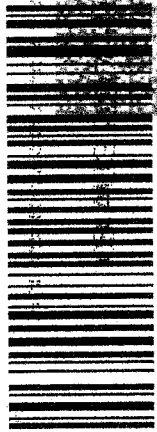
City, State, ZIP+4

PS Form 3800, August 2009  
See Reverse for Instructions

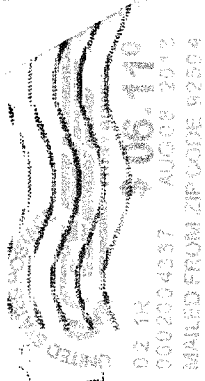
7012 2210 0000 1235 4242

**CERTIFIED MAIL™**

County of Riverside  
Code Enforcement Department  
38686 El Cerrito Rd, Suite 200  
Palm Desert, Ca 92211



7012 2210 0000 1235 4242



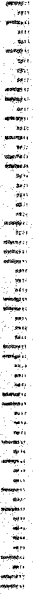
Accredited Home Lenders  
15909 Avenue of Science  
San Diego, Ca 92128  
CV1302686RH

NIXIE 918 DE 1009 0008/15/13

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 9221119150 \*2508-02376-15-23

922119150





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

September 26, 2013

DARYLL R FISHER / SUZANNE L FISHER  
5521 CEDER CREEK WAY  
CITRUS HEIGHTS, CA 95610

RE CASE NO: CV1302686 at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG, California, Assessor's Parcel Number 657-094-020

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG California, Assessor's Parcel Number 657-094-020, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) ,8.120.010 (Ord. 541), 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.

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- 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.

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

**COMPLIANCE MUST BE COMPLETED BY October 26, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

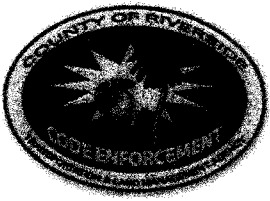


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CODE ENFORCEMENT DEPARTMENT

  
By: Rusty Hannah, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

September 26, 2013

OCCUPANT/ OWNER  
16245 AVENIDA MANZANA  
DSRT HOT SPG, CA 92240

RE CASE NO: CV1302686 at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG, California, Assessor's Parcel Number 657-094-020

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG California, Assessor's Parcel Number 657-094-020, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), of the Riverside County Code.

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CODE ENFORCEMENT DEPARTMENT

  
By: Rusty Hannah, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

September 26, 2013

Accredited Home Lenders  
15909 Avenue Of Science  
San Diego, Ca 92128

RE CASE NO: CV1302686 at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG, California, Assessor's Parcel Number 657-094-020

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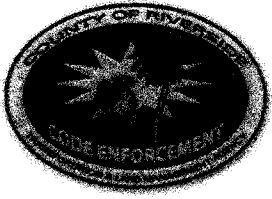
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CODE ENFORCEMENT DEPARTMENT

By: Rusty Hannah, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

September 26, 2013

Accredited Home Lenders  
9915 Mira Mesa Blvd STE 100  
San Diego, Ca 92131

RE CASE NO: CV1302686 at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG, California,  
Assessor's Parcel Number 657-094-020

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG California, Assessor's Parcel Number 657-094-020, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), 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 Revenue and Taxation Code, 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.

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

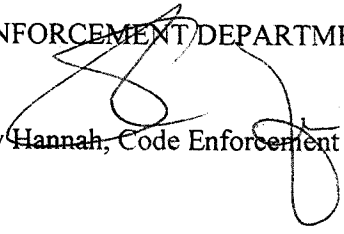
- 1) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the 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.

**COMPLIANCE MUST BE COMPLETED BY October 26, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

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

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

CODE ENFORCEMENT DEPARTMENT

By:  Rusty Hannah, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

September 26, 2013

Accredited Home Lenders  
Attn: post closing dept  
16550 West Bernardo Dr. Bldg 1  
San Diego, Ca. 92127-1870

RE CASE NO: CV1302686 at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG, California, Assessor's Parcel Number 657-094-020

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG California, Assessor's Parcel Number 657-094-020, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), 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.

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- 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.

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

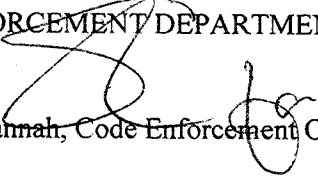
**COMPLIANCE MUST BE COMPLETED BY October 26, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

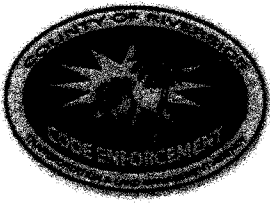


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CODE ENFORCEMENT DEPARTMENT

  
By: Rusty Hannah, Code Enforcement Officer



# CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

## NOTICE OF VIOLATION

September 26, 2013

ALBERT A WEBB ASSOCIATES  
ATTN: PAUL THOMPSON  
3788 MCCRAY STREET  
RIVERSIDE, CA 92506

RE CASE NO: CV1302686 at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG, California, Assessor's Parcel Number 657-094-020

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG California, Assessor's Parcel Number 657-094-020, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), of the Riverside County Code.

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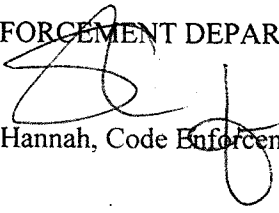
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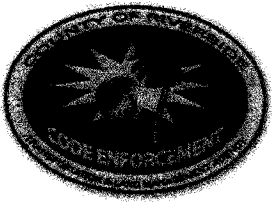
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CODE ENFORCEMENT DEPARTMENT

  
By: Rusty Hannah, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

September 26, 2013

DARYLL R FISHER / SUZANNE L FISHER  
P O BOX 4361  
CITRUS HEIGHTS, CA 95610

RE CASE NO: CV1302686 at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG, California, Assessor's Parcel Number 657-094-020

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 16245 AVENIDA MANZANA, in the community of DSRT HOT SPG California, Assessor's Parcel Number 657-094-020, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), of the Riverside County Code.

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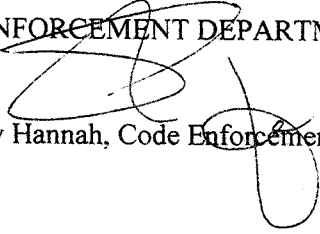
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**COMPLIANCE MUST BE COMPLETED BY October 26, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

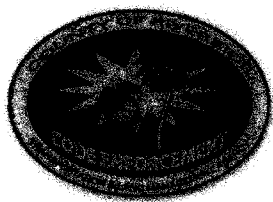
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CODE ENFORCEMENT DEPARTMENT

  
By: Rusty Hannah, Code Enforcement Officer

#2



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV1302686

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on September 26, 2013, I served the following documents(s):

**NOTICE RE: Notice of Violation, Notice of Defects (1), Notice of Pendency  
DOC#2013-0430637; recorded 09/03/13**

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

DARYLL R FISHER / SUZANNE L FISHER 5521 CEDER CREEK WAY, CITRUS HEIGHTS, CA 95610  
OCCUPANT 16245 AVENIDA MANZANA, DSRT HOT SPG, CA 92240  
Accredited Home Lenders 15909 Avenue Of Science, San Diego, Ca 92128  
Accredited Home Lenders 9915 Mira Mesa Blvd STE 100, San Diego, Ca 92131  
Accredited Home Lenders Attn; post closing dept 16550 West Bernardo Dr. Bldg 1, San Diego, Ca. 92127-1870  
ALBERT A WEBB ASSOCIATES ATTN: PAUL THOMPSON 3788 MCCRAY STREET, RIVERSIDE, CA 92506  
DARYLL R FISHER / SUZANNE L FISHER P O BOX 4361, CITRUS HEIGHTS, CA 95610

**XX** By First Class Mail. I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

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

EXECUTED ON September 26, 2013, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Sara Nunez, Code Enforcement Aide

County of Riverside  
Code Enforcement Department  
77588 El Duna Ct  
Palm Desert, Ca 92211

**CERTIFIED MAIL™**



7012 2210 0000 1255 4679

001R  
0002004240 SEP 27 2013  
MAILED FROM ZIP CODE 92504

Daryll R Fisher  
Suzanne L Fisher  
5521 Ceder Creel Way  
Citrus Heights Ca 95610

NIXIE 957 4E 1009 0210/08/13

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 92211412799 \*3004-06236-27-39

SEE 927410427



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**OFFICIAL USE**

Postage \$

Reti (Endorse)  
Restrict (Endorse)  
Total P  
CV1302686RH

Daryll R Fisher  
Suzanne L Fisher  
5521 Ceder Creek Way  
Citrus Heights, Ca 95610

Sent To

Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

6294 5520 0000 0122 2702

County of Riverside  
Code Enforcement Department  
77588 El Duna Ct  
Palm Desert, Ca 92211

**CERTIFIED MAIL™**



7012 2210 0000 1255 4662

CA 922  
PM 71  
\$08.310  
0302004340 SEP 27 2013  
MAILED FROM ZIP CODE 92204

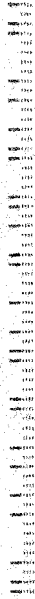
Occupant/Owner  
16245 Avenida Manzana  
Desert Hot Springs, Ca 92240  
CV1302686RH

NIXIE 918 SE 1009 0010/01/13

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 92211412799 \*3004-05054-27-39

92240746645  
9221104137



U.S. Postal Service™

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**OFFICIAL USE**

Postage \$

Occupant/Owner

Retu (Endorser) 16245 Avenida Manzana  
Restrictio (Endorser) Desert Hot Springs, Ca 92240  
CV1302686RH

Total P:

Sent To

Street, Apt. No.,  
or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006

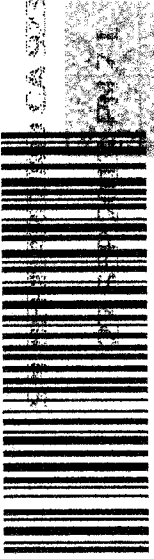
See Reverse for Instructions

92240746645  
9221104137



County of Riverside  
Code Enforcement Department  
77588 El Duna Ct  
Palm Desert, Ca 92211

**CERTIFIED MAIL™**



7012 2210 0000 1255 4455

09 31  
009200340 SEP 27 2013  
MAILED FROM ZIP CODE 92534

Accredited Home Lenders  
15909 Avenue Of Science  
San Diego, Ca 92128  
CV1302686RH

NIXIE 918 5E 1009 0010/02/13

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 92211412799 \*3004-04707-27-39

921283404  
922110417

U.S. Postal Service™  
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**OFFICIAL USE**

Postage \$

Accredited Home Lenders  
15909 Avenue Of Science  
San Diego, Ca 92128  
CV1302686RH

Return (Endorsement)  
Restricted (Endorsement)

Total Post

Sent To

Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

7012 2210 0000 1255 4455

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7012 2210 0000 1255 4648

Postage \$

Certified Fee

Postmark

Return F (Endorser) Accredited Home Lenders  
 Restricted C (Endorser) 9915 Mira Mesa Blvd Ste 100  
 San Diego, Ca 92131  
 CV1302686RH  
 Total Post:

Sent To

Street, Apt. No.,  
 or PO Box No.  
 City, State, ZIP+4

PS Form 3800, August 2005

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
 Accredited Home Lenders  
 9915 Mira Mesa Blvd Ste 100  
 San Diego, Ca 92131  
 CV1302686RH

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) *JAMES RANSOZ* C. Date of Delivery *10/7/13*

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

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

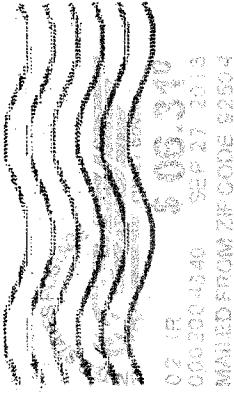
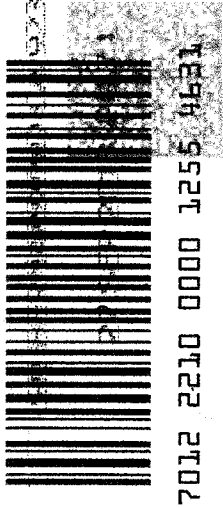
4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
 (Transfer from service label)

7012 2210 0000 1255 4648

County of Riverside  
Code Enforcement Department  
77588 El Duna Ct  
Palm Desert, Ca 92211

**CERTIFIED MAIL™**



RECEIVED  
COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT  
77588 EL DUNA CT  
PALM DESERT, CA 92211  
SEP 27 2013  
74

Accredited Home Lenders  
Attn: Post Closing Dept  
16550 West Bernardo Dr Bldg 1  
San Diego, Ca 92127-1870

NIXIE 918 SE 1009 0010/02/13

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 92211412799 \*3004-05206-27-39

92162147099

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$

Or Accredited Home Lenders

Return R (Endorsement) Attn: Post Closing Dept

Restricted D (Endorsement) 16550 West Bernardo Dr Bldg 1

San Diego, Ca 92127-1870

Total Postage: CV1302686RH

Sent To

Street, Apt. No.,  
or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

7012 2210 0000 1255 4631

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
Albert A Webb Associates Attn: Paul Thompson 3788 McCray Street Riverside, Ca 92506 CV1302686RH	B. Received by (Printed Name) C. Date of Delivery S. Vande 9/30
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:
PS Form 3811, February 2004	3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
7012 2210 0000 1255 4624	
Domestic Return Receipt 102595-02-M-1640	

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
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OFFICIAL USE

Postage \$

Albert A Webb Associates  
 Attn: Paul Thompson  
 3788 McCray Street  
 Riverside, Ca 92506  
 CV1302686RH

Retu (Endorser)  
 Restricts (Endorser)  
 Total P:

Sent To

Street, Apt. No., or PO Box No.  
 City, State, ZIP+4

PS Form 3800, August 2005 See Reverse for Instructions

7012 2210 0000 1255 4624

TAKEN OFF LIST PER REQUEST FROM MR. THOMPSON