

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



505B

**SUBMITTAL DATE:**  
February 20, 2014

**FROM:** TLMA – Code Enforcement Department

**SUBJECT:** Statement of Abatement Costs [Case No. CV07-0283]  
Subject Property: 20895 Hoehn Avenue, Perris; ZAMBRANO  
APN: 319-240-040  
District: 1/1 [\$2,948.30]

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

1. Assess the reasonable costs of abatement of a public nuisance (Construction Without Permit – garage/storage shed structure) in the above-referenced matter to be **Two Thousand Nine Hundred Forty Eight Dollars and Thirty Cents (US \$2,948.30)**;
2. Assess the costs of abatement against the above-described subject property;
3. Authorize the recordation of a notice of abatement lien;
4. Authorize the abatement costs to be added to the tax roll as a special assessment; and
5. Authorize and direct the Code Enforcement Department to take any reasonable actions to collect the amount owed.

*Greg Flannery*  
GREG FLANNERY  
Code Enforcement Official

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

**SOURCE OF FUNDS:** \_\_\_\_\_  
Budget Adjustment: \_\_\_\_\_  
For Fiscal Year: \_\_\_\_\_

**C.E.O. RECOMMENDATION:**  
APPROVE  
BY: *Tina Grande*  
County Executive Office Signature  
Tina Grande

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended with a revised amount of costs to \$2,548.30.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: March 11, 2014  
xc: Co. Co./CED

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

Prev. Agn. Ref.: \_\_\_\_\_ District: 1/1 Agenda Number: \_\_\_\_\_

9-5

FORM APPROVED COUNTY COUNSEL  
BY: PATRICIA MUNROE 1/30/14 DATE  
Departmental Concurrence

A-30  
 Positions Added  
 4/5 Vote  
 Change Order

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

**FORM 11:** Statement of Abatement Costs [Case No. CV07-0283]

Subject Property: 20895 Hoehn Ave, Perris; ZAMBRANO

APN: 319-240-040

District: 1/1

**DATE:** February 20, 2014

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

Government Code § 25845, Riverside County Ordinance Nos. 348, 457, 541 and 725 authorize the recovery of abatement costs in public nuisance cases, the recordation of a notice of abatement lien and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

Notices of Violation and Administrative Citations were issued. Permit expired June 8, 2008. Violation remains. Case closed non-compliance.

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

**ATTACHMENTS**

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

**FROM:** TLMA  
Code Enforcement Department  
**SUBJECT:** Statement of Abatement Costs [Case No. CV07-0283]  
Subject Property: 20895 Hoehn Ave, PERRIS; ZAMBRANO  
APN: 319-240-040  
District: 1 / 1

**TABLE OF SUPPLEMENTAL DOCUMENTS  
FILED WITH THE CLERK OF THE BOARD**

**Hearing Date: March 11, 2014**

Notice of Hearing Re: Statement of Abatement Costs (including Proof(s) of Service and Affidavit(s) of Posting) .....	Exhibit A
Summary Statement of Abatement Costs and Statement of Abatement Costs with Supporting Documents .....	Exhibit B
Assessment-Roll for Tax Year 2013/2014 And Geographic Information System, 01/21/2014.....	Exhibit C
Lot Book Report and/or DataQuick.....	Exhibit D
Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment.....	Exhibit E
Request for Hearing.....	Exhibit F

# **EXHIBIT “A”**



**CODE ENFORCEMENT  
DEPARTMENT  
COUNTY OF RIVERSIDE**

Greg Flannery  
Interim Code  
Enforcement Official

January 23, 2014

**NOTICE OF HEARING RE:  
STATEMENT OF ABATEMENT COSTS**

To: Owner(s) or Interested Parties  
(See Attached Proof of Service  
and Responsible Parties List)

Subject Property: 20895 Hoehn Ave, PERRIS  
Case No.: CV07-0283 ZAMBRANO  
APN: 319-240-040

**NOTICE IS HEREBY GIVEN** that a hearing will be held before the Riverside County Board of Supervisors on Tuesday, March 11, 2014, at **9:30 a.m.** in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California, at which time and place pertinent testimony will be heard regarding the expenses incurred by the County of Riverside, Code Enforcement Department ("Department") for the above-referenced abatement case. Said abatement case involved Construction without Permit- garage/storage shed structure located on your real property commonly described as 20895 Hoehn Ave, Perris, Riverside County, California and more particularly described as Assessor's Parcel Number 319-240-040.

The total expense due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is Two Thousand Nine Hundred Forty Eight Dollars and Thirty Cents (US \$2,948.30). This amount is immediately due and payable. If you have any objections to the Statement of Abatement Costs attached hereto, you must address your objections to the Board of Supervisors at the hearing. If you have any questions about the attached Statement of Abatement Costs, please contact Code Enforcement Officers Michelle Cervantes or Stacy Baumgartner at (951) 955-2004. In the event the total amount due is not paid to the Department prior to the Board Hearing, the DEPARTMENT shall seek an order from the Board of Supervisors to place a lien against your property and collect the amount due as a special tax assessment.

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

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

GREG FLANNERY  
INTERIM CODE ENFORCEMENT OFFICIAL

*Michelle Cervantes for:*  
\_\_\_\_\_  
MARY ORTIZ

Supervising Code Enforcement Officer  
Enclosure: Statement of Abatement Costs

**PROOF OF SERVICE**  
**Case No. CV07-0283-Zambrano**

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Stacy Baumgartner, 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 4080 Lemon Street, 12<sup>th</sup> Floor, Riverside, California 92501.

That on January 23, 2014, I served the following document(s):

- **NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS**
- **SUMMARY STATEMENT OF ABATEMENT COSTS AND STATEMENT OF ABATEMENT COSTS**
- **RESPONSIBLE PARTIES / NOTICE LIST**

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

**OWNERS OR INTERESTED PARTIES**  
**(SEE NOTICE LIST ATTACHED TO NOTICE OF HEARING)**

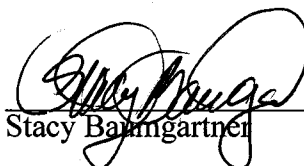
XX **BY FIRST CLASS MAIL.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary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

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

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

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

EXECUTED ON January 23, 2014, at Riverside, California.

  
\_\_\_\_\_  
Stacy Baumgartner

# **RESPONSIBLE OR INTERESTED PARTIES LIST**

Subject Property: 20895 Hoehn Avenue, PERRIS; Case No.: CV07-0283

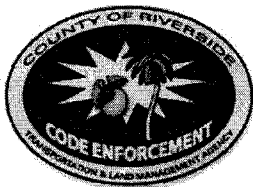
APN: 319-240-040; District: 1/1; Zambrano

Robert Zambrano  
Kim Zambrano  
20895 Hoehn Ave  
Perris, CA 92570

Land Home Financial Services, Inc.  
1355 Willow Way, Suite 250  
Concord, CA 94520  
Loan Number: 95981

Mortgage Electronic Registration Systems, Inc  
Acting as a nominee for Land Home Financial Services  
1355 Willow Way, Suite 250  
Concord, CA 94520

Magnate Fund, #2 LLC  
1355 Willow Way #220  
Concord, CA 94520



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

January 24, 2014

RE CASE NO: CV070283

I, Sara Cervantes, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:  
17650 Cajalco Road  
Perris, California 92570  
Mail Stop #5165.

That on 01/24/2014 at 9:10 am, I securely and conspicuously posted NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS at the property described as:

**Property Address:** 20895 HOEHN AVE, PERRIS

**Assessor's Parcel Number:** 319-240-040

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

Executed on January 24, 2014 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Sara Cervantes, Code Enforcement Officer



# **EXHIBIT “B”**



# COUNTY OF RIVERSIDE CODE ENFORCEMENT

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

Property Reference/Mailing Address
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Date: 1/14/2013

## Summary Statement of Abatement Costs

**You are liable to the County for the following abatement costs:**

Date	Invoice Number & Amount	Amount	Balance
01/14/2013	CV070283- INV #105701. Orig. Amount \$911.80.	748.30	748.30
02/03/2011	CV070283:A43404- INV #A43404. Orig. Amount \$200.00. A43404	200.00	948.30
04/01/2011	CV070283:A43421- INV #A43421. Orig. Amount \$500.00. A43421	500.00	1,448.30
05/17/2011	CV070283:A43593- INV #A43593. Orig. Amount \$500.00. A43593	500.00	1,948.30
10/17/2011	CV070283:A44946- INV #A44946. Orig. Amount \$500.00.	500.00	2,448.30
02/16/2012	CV070283:A45075- INV #A45075. Orig. Amount \$500.00. A45075	500.00	2,948.30
<b>Total Now Due</b>			<b>\$2,948.30</b>

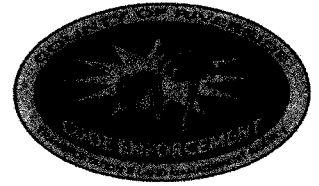
**The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees, or other collection costs incurred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

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

\_\_\_\_\_  
Code Enforcement Department

**County of Riverside  
Code Enforcement Department**

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



# Statement of Abatement Costs

319240040  
ROBERT ZAMBRANO  
KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

Date	Invoice #
1/14/2013	105701

Property Address
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Case Number	District	Class
CV070283	1	SOAC

**You are liable to the County for the following abatement costs:**

Date	Item	Description	Hours/Qty	Rate	Amount
1/11/2007	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
1/16/2007	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.60
1/17/2007	Officer Hours	Labor Charges - Officer Time	1	109.00	109.00
9/11/2007	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
10/1/2007	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
10/2/2007	Officer Hours	Labor Charges - Officer Time	0.8	109.00	87.20
10/30/2007	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.60
2/26/2008	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
9/29/2010	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
11/16/2010	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
2/3/2011	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
4/1/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
5/17/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
8/17/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
8/19/2011	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
10/17/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
10/21/2011	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
2/16/2012	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50
2/23/2012	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
4/9/2012	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
8/6/2012	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
1/14/2013	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			697.20
1/14/2013	Prepare Case for SOAC H...	Prepare Case for Statement of Abatement Costs Hearing		125.55	125.55
	Attend SOAC Hearing	Attend Statement of Abatement Costs Hearing		69.75	69.75
		Subtotal County Counsel Costs			195.30
<b>Subtotal</b>					

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

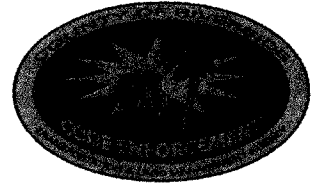
<b>Payments/Credits</b>
<b>Total Now Due</b>

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

  
Code Enforcement Department

**County of Riverside  
Code Enforcement Department**

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



**Statement of Abatement Costs**

319240040  
ROBERT ZAMBRANO  
KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

Date	Invoice #
1/14/2013	105701

<b>Property Address</b>
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Case Number	District	Class
CV070283	1	SOAC

**You are liable to the County for the following abatement costs:**

Date	Item	Description	Hours/Qty	Rate	Amount
1/14/2013	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30
		Subtotal Contractor Costs			19.30
			<b>Subtotal</b>		\$911.80
			<b>Payments/Credits</b>		\$-163.50
			<b>Total Now Due</b>		\$748.30

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

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

  
Code Enforcement Department



# County of Riverside Code Enforcement Department

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

## Administrative Citation

319240040  
ROBERT ZAMBRANO  
KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

Citation Issue Date	Billing Date
2/3/2011	1/14/2013

Property Address
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Citation Number	District	Class
A43404	1	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV070283:A43404	1	200.00	200.00

<b>Subtotal</b>	\$200.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$200.00



# County of Riverside Code Enforcement Department

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

## Administrative Citation

319240040  
ROBERT ZAMBRANO  
KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

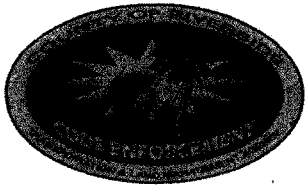
Citation Issue Date	Billing Date
4/1/2011	1/14/2013

Property Address
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Citation Number	District	Class
A43421	1	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV070283:A43421	1	500.00	500.00

<b>Subtotal</b>	\$500.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$500.00



# County of Riverside Code Enforcement Department

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

## Administrative Citation

319240040  
ROBERT ZAMBRANO  
KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

Citation Issue Date	Billing Date
5/17/2011	1/14/2013

Property Address
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Citation Number	District	Class
A43593	1	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV070283:A43593	1	500.00	500.00

<b>Subtotal</b>	\$500.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$500.00



# County of Riverside Code Enforcement Department

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

## Administrative Citation

Citation Issue Date	Billing Date
10/17/2011	1/14/2013

319240040  
ROBERT ZAMBRANO  
KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

Property Address
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Citation Number	District	Class
A44946	1	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV070283:A44946	1	500.00	500.00

<b>Subtotal</b>	\$500.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$500.00





# County of Riverside Code Enforcement Department

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

## Administrative Citation

319240040  
 ROBERT ZAMBRANO  
 KIM ZAMBRANO  
 20895 HOEHN AVE  
 PERRIS, CA 92570

Citation Issue Date	Billing Date
2/16/2012	1/14/2013

Property Address
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Citation Number	District	Class
A45075	1	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	A45075--CV070283	1	500.00	500.00

<b>Subtotal</b>	\$500.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$500.00

# **EXHIBIT “C”**

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

Assessment #319240040-7		Parcel # 319240040-7	
<b>Assessee:</b>	ZAMBRANO ROBERT	<b>Land</b>	14,000
<b>Assessee:</b>	ZAMBRANO KIM	<b>Structure</b>	43,000
<b>Mail Address:</b>	20895 HOEHN AVE PERRIS CA 92570	<b>Full Value</b>	57,000
<b>Real Property Use Code:</b>	MF	<b>Homeowners' Exemption</b>	7,000
<b>Base Year</b>	1994	<b>Total Net</b>	50,000
<b>Conveyance Number:</b>	0535539		
<b>Conveyance (mm/yy):</b>	8/2007		
<b>PUI:</b>	M020012		
<b>TRA:</b>	98-001		
<b>Taxability Code:</b>	0-00		
<b>Assessment Description:</b>	1976 SKYLINE		
<b>ID Data:</b>	Lot 4 PM 010/099 PM 5604		
<b>Situs Address:</b>	20895 HOEHN AVE PERRIS CA 92570		

**View Parcel Map**

## RIVERSIDE COUNTY GIS



Selected parcel(s):  
319-240-040

**\*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**

319-240-040-7

**OWNER NAME / ADDRESS**

ROBERT ZAMBRANO  
KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA. 92570

**MAILING ADDRESS**

(SEE OWNER)  
(SEE SITUS)

**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: PM 10/99  
SUBDIVISION NAME: PM 5604  
LOT/PARCEL: 4, BLOCK: NOT AVAILABLE  
Tract NUMBER: NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 0.48 ACRES

**PROPERTY CHARACTERISTICS**

WOOD FRAME, 792 SQFT., 2 BDRM/ 1 BATH, 1 STORY, CONST'D 1981 COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 776 GRID: H5

**CITY BOUNDARY/SPHERE**

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

**MARCH JOINT POWERS AUTHORITY**

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

**INDIAN TRIBAL LAND**

NOT IN A TRIBAL LAND

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

KEVIN JEFFRIES, DISTRICT 1

**SUPERVISORIAL DISTRICT (2001 BOUNDARIES)**

BOB BUSTER, DISTRICT 1

**TOWNSHIP/RANGE**

T4SR4W SEC 16

**ELEVATION RANGE**

1760/1764 FEET

**PREVIOUS APN**

319-240-028

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***PLANNING***

---

**LAND USE DESIGNATIONS**

RR

**SANTA ROSA ESCARPMENT BOUNDARY**

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

**AREA PLAN (RCIP)**

MEAD VALLEY

**COMMUNITY ADVISORY COUNCILS**

MEAD VALLEY (MAC)

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

W-2-M-1/2 (CZ 5086)

**ZONING DISTRICTS AND ZONING AREAS**

MEAD VALLEY DISTRICT

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**HISTORIC PRESERVATION DISTRICTS**

NOT IN AN HISTORIC PRESERVATION DISTRICT

NOT WITHIN A SPECIFIC PLAN

**AGRICULTURAL PRESERVE**  
NOT IN AN AGRICULTURAL PRESERVE

**REDEVELOPMENT AREAS**  
NOT IN A REDEVELOPMENT AREA

**AIRPORT INFLUENCE AREAS**  
MARCH AIR RESERVE BASE

**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 REVIEW PROCESS)**  
NONE

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

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## **FIRE**

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

**FIRE RESPONSIBILITY AREA**  
STATE RESPONSIBILITY AREA

---

## **DEVELOPMENT FEES**

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**CVMSHCP FEE AREA (ORD. 875)**  
NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

**WRMSHCP FEE AREA (ORD. 810)**  
IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

**ROAD & BRIDGE DISTRICT**  
NOT IN A DISTRICT

**EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)**  
NOT WITHIN THE EASTERN TUMF FEE AREA

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

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

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

**DEVELOPMENT AGREEMENTS**  
NOT IN A DEVELOPMENT AGREEMENT AREA

---

## **TRANSPORTATION**

---

NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

**ROAD BOOK PAGE**

58B

**TRANSPORTATION AGREEMENTS**

NOT IN A TRANSPORTATION AGREEMENT

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

NOT IN A CETAP CORRIDOR.

***HYDROLOGY***

**FLOOD PLAIN REVIEW**

NOT REQUIRED

**WATER DISTRICT**

EMWD

**FLOOD CONTROL DISTRICT**

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

**WATERSHED**

SANTA ANA RIVER

***GEOLOGIC***

**FAULT ZONE**

NOT IN A FAULT ZONE

**FAULTS**

NOT WITHIN A 1/2 MILE OF A FAULT

**LIQUEFACTION POTENTIAL**

NO POTENTIAL FOR LIQUEFACTION EXISTS

**SUBSIDENCE**

NOT IN A SUBSIDENCE AREA

**PALEONTOLOGICAL SENSITIVITY**

LOW POTENTIAL.

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

***MISCELLANEOUS***

**SCHOOL DISTRICT**

VAL VERDE UNIFIED

**COMMUNITIES**

MEAD VALLEY

**COUNTY SERVICE AREA**

IN OR PARTIALLY WITHIN

MEAD VALLEY #117 -

STREET LIGHTING

**LIGHTING (ORD. 655)**

ZONE B, 40.73 MILES FROM MT. PALOMAR OBSERVATORY

**2010 CENSUS TRACT**

042903

**FARMLAND**

OTHER LANDS

**TAX RATE AREAS**

098001

•COUNTY FREE LIBRARY

•COUNTY SERVICES AREA 117

- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- PERRIS AREA ELEM SCHOOL FUND
- PERRIS JR HIGH AREA FUND
- PERRIS VALLEY CEMETERY
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- RIVERSIDE CITY COMMUNITY COLLEGE
- SAN JACINTO BASIN RESOURCE CONS
- VAL VERDE UNIF
- WATER

**SPECIAL NOTES**  
NO SPECIAL NOTES

**CODE COMPLAINTS**

Case #	Description	Start Date
NO CODE COMPLAINTS	NOT APPLICABLE	NOT APPLICABLE

**BUILDING PERMITS**

Case #	Description	Status
354692	PERM FOUNDATION TO EXIST MH	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BAS070188	PRIVATE GARAGE WITH BREEZEWAY & ELEC	EXPIRED
BMR063068	SITE PREP FOR REPLACEMENT MOBILE HOME	FINAL
BMR063282	PERMANENT FOUNDATION TO REPLACEMENT MOBILE HOME	FINAL
BMR063283	REPLACEMENT MOBILE HOME	FINAL
BZ279214	MOBILHOME SITE PREP	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ282603	TWO AWNINGS TO MOBILHOME	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZH07221	MH INSTALL (12 X 60 SKYLINE)	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017

**ENVIRONMENTAL HEALTH PERMITS**

Case #	Description	Status
EHS065081	SEPTIC VERIFICATION	APPLIED
EHS073244	SEPTIC VERIFICATION	APPLIED

**PLANNING PERMITS**

Case #	Description	Status
COC04167	LEGALIZELOT PER VAIVERED PM 5824	APPROVED

REPORT PRINTED ON...Tue Jan 21 15:59:48 2014  
Version 131127



# **EXHIBIT “D”**



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

---

## Lot Book Report

Order Number: **29089**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside CA 92501

Attn: Brent Steele

Reference: CV07-0283

IN RE: ZAMBRANO, ROBERT

Order Date: 7/31/2013

Dated as of: 8/2/2013

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 20895 Hoehn Avenue

Perris CA 92570

Assessor's Parcel No. : 319-240-040-7

**Assessments:**

Land Value:	\$11,000.00
Improvement Value:	\$36,000.00
Exemption Value:	\$7,000.00
Total Value:	\$40,000.00

## Tax Information

Property Taxes for the Fiscal Year	2012-2013
Total Annual Tax	\$869.72
Status: Paid through	06/30/2013

## Property Vesting

The last recorded document transferring title of said property

Dated 08/02/2007

Recorded 08/20/2007



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

Order Number: 29089  
Reference: CV07-0283

---

Document No.	2007-0535539
D.T.T.	\$0.00
Grantor	Robert Zambrano, a married man sole and separate property
Grantee	Robert Zambrano and Kim Zambrano, husband and wife as joint tenants

Note: Document recorded with incorrect/incomplete legal description

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	02/12/2007
Recorded	02/28/2007
Document No.	2007-0141414
Amount	\$153,000.00
Trustor	Robert Zambrano and Kim Zambrano, husband and wife as joint tenants
Trustee	Standard Trust Deed
Beneficiary	Land Home Financial Services, Inc.

Position No.	2nd
A Deed of Trust Dated	08/01/2007
Recorded	08/14/2007
Document No.	2007-0523669
Amount	\$162,000.00
Trustor	Robert Zambrano, a married man sole and separate property
Trustee	Alliance Title
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for Land Home Financial Services

## Additional Information

Document Type	Notice of Manufactured Home (Mobilehome) or Commercial Modular Installation on a Foundation System
---------------	--



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

Order Number: 29089  
Reference: CV07-0283

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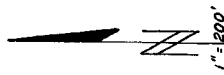
Document No.	2007-0340159
Recorded	05/23/2007
Notice of Non-Compliance filed by	Riverside County Code Enforcement
In the matter of the property of	Robert and Kim Zambrano
Case No.	CV07-0283
Recorded	06/30/2010
Document No.	2010-0303297
Abstract of Support Judgment Filed in the	Superior Court of California, County of Riverside, Family Law Annex
Case No.	471297DCS
Recorded	09/08/2004
Document No.	2004-0712453
Debtor	Robert Zambrano
Creditor	County of Riverside
A Bankruptcy filed by	Robert Zambrano
Social Security Number(s)	none shown
Date filed	06/01/2004
Case No.	16721

### Legal Description

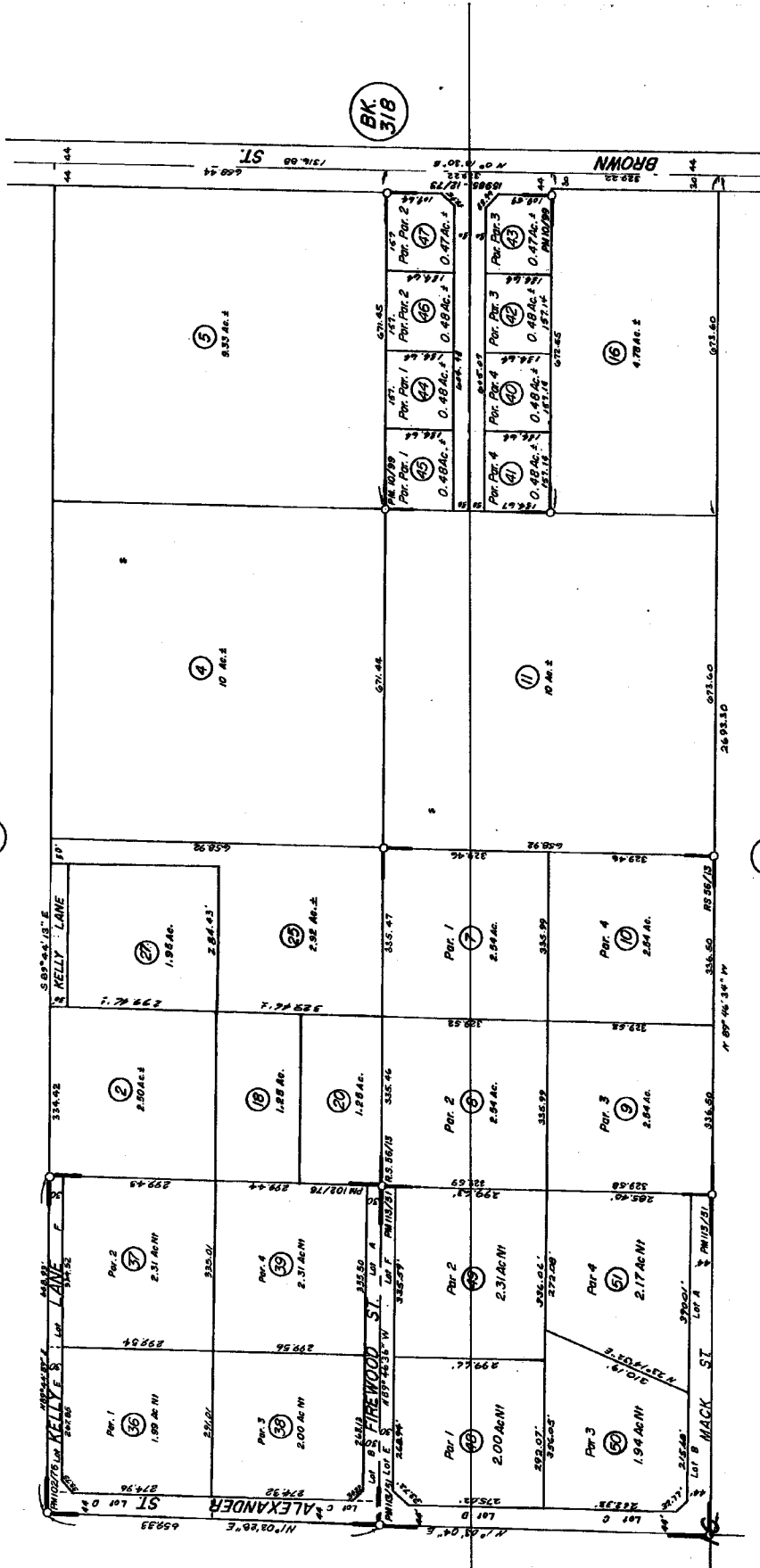
THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

THE EAST 1/2 OF PARCEL 4 OF PARCEL MAP #5604, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10 PAGE 99 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED JANUARY 13, 1993 AS INSTRUMENT NO. 93-14136 OF OFFICIAL RECORDS.



19



24

DATE	OLD NO.	NEW NO.
4/75	3	17-20
7/75	17	21-22
10-76	22	23
-	24	24
-	25	25
-	26	26
5/77	015	28, 29
7/77	14	30, 31
1/77	21	32, 33
5/78	16	34-36
9/82	1	36-39
12/82	29	40, 57
-	29	41, 57
DATE OLD NO NEW NO		
12/82	30	42, 57
-	31	43, 57
-	32	44, 57
-	33	45, 57
-	34	46, 57
-	35	47, 57
5/83	6	48-50
8/90	26	7, 57

R.S. 56/13  
 P.M. 10/99 Parcel Map 5604  
 P.M. 102/76 Parcel Map 18194  
 P.M. 113/51 " " 18453

DRAWN BY S/29

ASSESSOR'S MAP BK 319 PG. 24  
 RIVERSIDE COUNTY, CALIF.  
 Jans

JAN. 1974

DOC # 2007-0535539

08/20/2007 08:00A Fee:10.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY  
Alliance Title Company  
AND WHEN RECORDED MAIL TO

Name: Robert Zambrano  
Street Address: 20895 Hoehn Lane  
City, State, Zip: Perris, CA 92570

Order No. 12512469-855-SE3

APN No: 319-240-040-7

Property Address: 20895 Hoehn Lane, Perris, CA 92570

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			2						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
					T:		CTY	UNI	10

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

City of Perris

Conveyance Tax is \$0.00

Parcel No. 319-240-040-7

Documentary Transfer Tax is \$0.00 R&T Code 11911

computed on full value of interest or property conveyed, or

full value less value of liens or encumbrances remaining at the time of sale

10  
T  
056

Declarant or Agent Determining Tax

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

Robert Zambrano, a married man as his sole and separate property

hereby GRANT(s) to

Robert Zambrano and Kim Zambrano, husband and wife as joint tenants

the following real property in the city of Perris

county of Riverside, state of California:

See Exhibit "A" attached hereto and made a part hereof

Dated: August 2, 2007

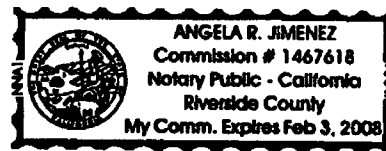
STATE OF CALIFORNIA  
COUNTY OF Riverside

} s.s. Robert Zambrano

On August 7, 2007 before me, Angela R. Jimenez

Robert Zambrano ART  
a Notary Public, personally appeared  
Robert Zambrano

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: Angela R. Jimenez

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

Public Record

## Exhibit A

### DESCRIPTION:

THE FOLLOWING REAL PROPERTY IN THE CITY OF PERRIS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
DESCRIBED AS FOLLOWS:

THE EAST 1/2 OF PARCEL MAP #5604, AS SHOWN BY MAP ON FILE IN BOOK 10 PAGE 99 OF PARCEL MAPS,  
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN  
CERTIFICATE OF COMPLIANCE RECORDED JANUARY 13, 1993 AS INSTRUMENT NO. 93-14136 OF OFFICIAL  
RECORDS.

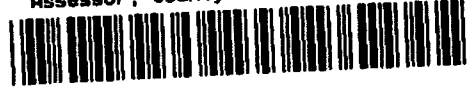
APN: 319-240-040-7

Recording Requested By  
 First American Title Company  
 Riverside Resale

Recording Requested By  
 LAND HOME FINANCIAL SERVICES

DOC # 2007-0141414  
 02/28/2007 08:00A Fee:27.00  
 Page 1 of 7  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder

When Recorded Mail To  
 MAGNATE FUND, #2 LLC  
 1355 WILLOW WAY #220  
 CONCORD, CA 94520



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			7		1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 028

Title Order No. \_\_\_\_\_

**DEED OF TRUST**

27

T  
028

26 50540-4

Loan No. 2503

This Deed of Trust, made this 12th day of February, 2007, among the Trustor, **ROBERT ZAMBRANO AND KIM ZAMBRANO HUSBAND AND WIFE AS JOINT TENANTS** (herein "Borrower"), **STANDARD TRUST DEED** (herein "Trustee"), and the Beneficiary, **LAND HOME FINANCIAL SERVICES, INC.**, (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

**GRANT IN TRUST**

**BORROWER**, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of **RIVERSIDE**, State of California: **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**, which has the address of **APN# 319-240-040**  
**20895 HOEHN LANE PERRIS CA 92570** (herein "Property Address");

**TOGETHER** with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

**THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:**

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated February 12, 2007, in the principal sum of U.S. \$153,000.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:**

1. **Payments of Principal and/or Interest.** Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.



**2. Funds for Taxes and Insurance (Impounds).** Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**4. Prior Mortgages and Deeds of Trust; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

If Borrower obtains earthquake, flood or any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply

with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**10. Borrower Not Released.** At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

**12. Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent"), LAND HOME FINANCIAL SERVICES, INC., 1355 WILLOW WAY STE 250, CONCORD, CA 94520 or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**15. This Deed of Trust shall be governed by the Laws of the State of California.** In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

**16. Lender's Right to Require The Loan to be Paid Off Immediately.** If the Borrower shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

**BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:**

**17. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**18. Upon default by Borrower in payment of any indebtedness secured hereby or in performance of any agreement hereunder,** Lender may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

**19. Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

**20. Reconveyance.** Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

**21. Substitution of Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**22. Request for Notices.** Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

**23. Statement of Obligation.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by Section 2943 of the Civil Code of California.

**MISCELLANEOUS PROVISIONS**

**24. Construction or Home Improvement Loan.** If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

25. Acceptance by Lender of a Partial Payment After Notice of Default. By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

**REQUEST FOR SPECIAL NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender care of Lender's Servicing Agent, at it's address set forth on page one of this Deed of Trust, of any default under the superior encumbrances and of any sale or other foreclosure action.

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

[Signature] 02-15-07  
Borrower ROBERT ZAMBRANO Date

[Signature] 2-15-07  
Borrower KIM ZAMBRANO Date

State of California  
County of Riverside

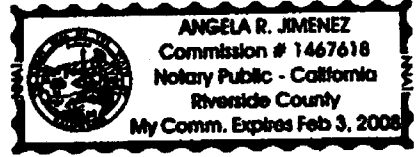
On Feb 15, 2007 before me, Angela R. Jimenez  
Robert Zambrano and Kim Zambrano

, a Notary Public, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are 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]  
Signature



(Seal)

**REQUEST FOR FULL RECONVEYANCE**

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Signature of Beneficiary (the "LENDER") \_\_\_\_\_ Date \_\_\_\_\_

Signature of Beneficiary (the "LENDER") \_\_\_\_\_ Date \_\_\_\_\_

When recorded, mail to

Att: \_\_\_\_\_

**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

THE EAST 1/2 OF PARCEL 4 OF PARCEL MAP #5604, AS SHOWN BY MAP ON FILE IN BOOK 10 PAGE 99 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.


THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED JANUARY 13, 1993 AS INSTRUMENT NO. 93-14136 OF OFFICIAL RECORDS.

APN: 319-240-040-7


## HAZARDOUS SUBSTANCE RIDER TO DEED OF TRUST

That certain Deed Of Trust dated February 12, 2007 between **ROBERT ZAMBRANO AND KIM ZAMBRANO HUSBAND AND WIFE AS JOINT TENANTS**, therein and hereinafter called "Trustor", **STANDARD TRUST DEED**, a California corporation, therein called "Trustee" and **LAND HOME FINANCIAL SERVICES, INC.**, therein and hereinafter called "Beneficiary" is supplemented in the following particulars only:

1. Trustor represents to Beneficiary that, to the best of Trustor's knowledge after due and diligent inquiry, no hazardous or toxic waste substances are being stored on the property or any adjacent property nor have such substances been stored or used on the property or any adjacent property prior to Trustor's ownership, possession or control of the property. Trustor agrees to provide written notice to Beneficiary immediately upon Trustor's becoming aware that the property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Trustor will not cause or permit any activities on the property that directly or indirectly could result in the property or any other property's being contaminated with hazardous or toxic waste or substances. For the purpose of this Deed of Trust, "hazardous" or "toxic waste" or "substances" means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic, or radioactive substance, or other similar term by any applicable federal, state, or local statute, regulation, or ordinance now or hereafter in effect.
2. Trustor shall promptly comply with all statutes, regulations, and ordinances, and with all orders, decrees, or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, storage, treatment, control, removal, or cleanup of hazardous toxic waste or substances in, on, or under the property or in, on, or under any adjacent property that becomes contaminated with hazardous or toxic waste or substances as a result of construction, operations, or other activities on, or the contamination of, the property, or incorporated in any improvements thereon, at Trustor's expense. Beneficiary may, but is not obliged to, enter upon the property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary; and whether or not Trustor has actual knowledge of the existence of hazardous or toxic waste or substances in, on, or under the property or any adjacent property as of the date hereof, Trustor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary's acquiring title to the property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities.

  
Borrower **ROBERT ZAMBRANO**

*2-15-07*  
Date

  
Borrower **KIM ZAMBRANO**

*2-15-07*  
Date

Recording Requested By:  
LAND HOME FINANCIAL SERVICES

DOC # 2007-0523669  
08/14/2007 08:00A Fee:60.00  
Page 1 of 18  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



And After Recording Return To:  
LAND HOME FINANCIAL SERVICES  
1355 WILLOW WAY, SUITE 250  
CONCORD, CALIFORNIA 94520  
Loan Number: 95981

Alliance Title  
12512469-855 SE3  
[Space Above T]

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### DEED OF TRUST

60

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042

MIN: 1001138-0000095981-2

#### 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 AUGUST 1, 2007, together with all Riders to this document.
- (B) "Borrower" is ROBERT ZAMBRANO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

Borrower is the trustor under this Security Instrument.

(C) "Lender" is LAND HOME FINANCIAL SERVICES

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA  
Lender's address is 1355 WILLOW WAY, SUITE 250, CONCORD, CALIFORNIA 94520

(D) "Trustee" is ALLIANCE TITLE  
11865 EDGEWOOD ROAD, AUBURN, CALIFORNIA 95603

(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 AUGUST 1, 2007  
The Note states that Borrower owes Lender ONE HUNDRED SIXTY-TWO THOUSAND AND 00/100 Dollars (U.S. \$ 162,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2037

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

(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.

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's



covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of RIVERSIDE :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".  
A.P.N.: 319-240-040-7

which currently has the address of 20895 HOEHN LANE

[Street]

PERRIS, California 92570 ("Property Address"):  
[City] [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances 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 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 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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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.

(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.

**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.

**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.

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.



ROBERT ZAMBRANO

(Seal)  
-Borrower

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

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

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

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

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

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

[Space Below This Line For Acknowledgment]

State of California )  
County of Riverside ) ss.

On August 7, 2007 before me, Angela R Jimenez, Notary Public  
personally appeared ROBERT ZAMBRANO

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.



NOTARY SEAL

Angela R. Jimenez  
NOTARY SIGNATURE  
Angela R. Jimenez  
(Typed Name of Notary)

## Exhibit A

**DESCRIPTION:**

THE FOLLOWING REAL PROPERTY IN THE CITY OF PERRIS COUNTY OF RIVERSIDE, SATE OF CALIFORNIA:

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE EAST 1/2 OF PARCEL MAP #5604, AS SHOWN BY MAP ON FILE IN BOOK 10 PAGE 99 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED JANUARY 13, 1993 AS INSTRUMENT NO. 93-14136 OF OFFICIAL RECORDS.

APN: 319-240-040-7

Loan Number: 95981

## MANUFACTURED HOME RIDER TO MORTGAGE, DEED OF TRUST OR OTHER SECURITY INSTRUMENT

THIS MANUFACTURED HOME RIDER is made this 1st day of AUGUST, 2007, and is incorporated into and shall be deemed to amend and supplement that certain Mortgage, Deed of Trust or Other Security Instrument (the "Security Instrument") of the same date hereof given by the undersigned (the "Borrower(s)") to secure Borrower's Promissory Note (or Manufactured Home Retail Installment Contract) to LAND HOME FINANCIAL SERVICES, A CALIFORNIA CORPORATION (the "Note Holder") of the same date hereof (the "Note"), and relating to the property described in the Security Instrument and located at:

20895 HOEHN LANE, PERRIS, CALIFORNIA 92570

The following provisions are applicable to the Security Instrument, including those marked and completed (where applicable):

1.  **DESCRIPTION OF REAL PROPERTY.** The description of the real property set forth in the Security Instrument is amended by the addition of the following:

"Together with all improvements constructed upon, affixed to or located upon the above described real property, including without limitation any residential dwelling located upon or to be located thereon, which dwelling is or may be a manufactured home, as hereinbelow described, which manufactured home is or upon placement and affixation shall be conclusively deemed to be real estate (the "Manufactured Home"):

HUD Label Number: ARZ289799/800

Make: CAVCO

Model: LS-3276J-90 Serial Number: 04-15020  
X/U

Year Built: 2004

Width and Length: 32' X 72'

No Certificate of Title has been issued  Certificate of Title No.

2.  **MANUFACTURED HOME AS PERSONAL PROPERTY SECURITY.** The Note is also secured by a security interest in favor of Note Holder in the following described manufactured home ("Manufactured Home"), which is located on the real property described in the Security Instrument:

Make:

Model:

Serial Number:

Year Built:

Width and Length:

No Certificate of Title has been issued  Certificate of Title No.

MANUFACTURED HOME RIDER TO MORTGAGE, DEED OF TRUST  
OR OTHER SECURITY INSTRUMENT  
05/26/05

DocMagic eForms 800-649-1362  
www.docmagic.com

Page 1 of 3

Public Record

**3. ADDITIONAL COVENANTS OF BORROWER(S) RELATING TO MANUFACTURED HOME.**

If Paragraph 1 has been marked and completed, Borrower(s) agree(s) to comply with all State and local laws and regulations relating to the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required), obtaining any governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under State and local law.

The Manufactured Home shall be at all times and for all purposes permanently affixed to and part of the real property described herein and shall not be removed from said real property. Borrower(s) covenant(s) that affixing the Manufactured Home to the real property described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.

If Paragraph 2 has been marked and completed, Borrower(s) agree(s) and covenant(s) that the Manufactured Home is and shall remain personal property, severable and separate from the real property described in the Security Instrument, and agree(s) and covenant(s) not to take any action, or fail to take any action, which would result in a change in such status.

**4. SECURITY AGREEMENT AND FINANCING STATEMENT.** This Security Instrument shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in, to and under any personal property ("Personal Property") which under and within the meaning of the applicable State laws is and cannot be classified and considered real property, if any. Personal Property shall also include the Manufactured Home described in Paragraph 2 hereof, if applicable. In the event of any foreclosure sale, whether made by Trustee or a substitute trustee, or under judgment of the court or pursuant to a power of sale, all of the Property and Personal Property may, at the option of Lender, be sold as a whole or any part thereof. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee or any substitute trustee on Lender's behalf, shall have all the rights, remedies and recourses with respect to the Personal Property afforded to a "Secured Party" by the applicable state laws in addition to and not in limitation of the other rights and recourse afforded Lender and/or Trustee or any substitute trustee under this Security Instrument. Borrower(s) shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale or collection from, or other realization upon any property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower(s) to perform or observe any of the provisions or covenants in this Security Instrument.

Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under the applicable State laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

**5. RESPONSIBILITY FOR IMPROVEMENTS.** Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

**6. INVALID PROVISIONS.** If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

Executed this 7 day of August, 2007

  
\_\_\_\_\_  
ROBERT ZAMBRANO (Seal)  
-Borrower

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

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

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

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

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

MANUFACTURED HOME RIDER TO MORTGAGE, DEED OF TRUST  
OR OTHER SECURITY INSTRUMENT  
05/26/05

Page 3 of 3

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www.docmagic.com

Public Record



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

NAME COUNTY OF RIVERSIDE  
Department of Building & Safety  
STREET 4080 Lemon Street, 2nd Floor  
ADDRESS P.O. Box 1629  
Riverside, CA 92502-1629  
CITY, STATE and ZIP

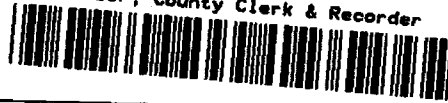
WILL CALL

DOC # 2007-0340159

05/23/2007 08:00A Fee:NC  
Page 1 of 2

Recorded in Official Records  
County of Riverside

Larry W. Ward  
Assessor, County Clerk & Recorder



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									505

SPACE ABOVE THIS LINE FOR RECORDER USE ONLY

NOTICE OF MANUFACTURED HOME (MOBILEHOME) OR COMMERCIAL MODULAR INSTALLATION ON A FOUNDATION SYSTEM

C  
505

Recording of this document at the request of the enforcement agency indicated is in accordance with California Health and Safety Code Section 18551(a). This document is evidence that the enforcement agency has issued a certificate of occupancy for installation of the unit described hereon, upon the real property described with certainty below, as of the date of recording. When recorded, this document shall be indexed by the county recorder to the named owner of the real property and shall be deemed to give constructive notice as to its contents to all persons thereafter dealing with the real property.

REAL PROPERTY OWNER  
ROBERT ZAMBRANO

MAILING ADDRESS  
20895 HOEHN LN.

PERRIS RIVERSIDE CA 92570

INSTALLATION MAILING ADDRESS, IF DIFFERENT  
SAME

CITY COUNTY STATE ZIP  
SAME

UNIT OWNER (if also property owner, write "SAME")

MAILING ADDRESS

CITY COUNTY STATE ZIP

UNIT DESCRIPTION

MANUFACTURER'S NAME  
CANCO

DATE OF MANUFACTURE  
2004

SERIAL NUMBER(S)  
04-15020X/4

LENGTH X WIDTH  
76X32

ASSESSOR'S PARCEL NUMBER  
319-240-040

HCD REGISTRATION DECAL NUMBER  
LS3276590

REAL PROPERTY LEGAL DESCRIPTION  
THE EAST 1/2 OF PARCEL 4 OF PARCEL MAP #5604, AS SHOWN

BY MAP ON FILE IN BOOK 10 PAGE 99 OF PARCEL MAPS,  
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

Riverside County Building Safety  
ENFORCEMENT AGENCY ISSUING PERMIT and CERTIFICATE OF OCCUPANCY

4080 Lemon St 2nd Floor

MAILING ADDRESS  
Riverside Riverside Ca 92501

CITY COUNTY STATE ZIP

BMR063282 (951) 905-1800

BUILDING PERMIT NO. TELEPHONE NUMBER  
5-22-07

SIGNATURE OF ENFORCEMENT AGENCY OFFICIAL DATE

DEALER NAME (if not a dealer sale, write "NONE")

DEALER LICENSE NO. none

HCD FORM 433(A) Rev 3/2006



WHITE—County Recorder CANARY—HCD PINK—Applicant GOLDENROD—Building Dept.

**MANUFACTURED HOME (MOBILEHOME) OR COMMERCIAL MODULAR  
INSTALLATION ON A FOUNDATION SYSTEM  
HCD FORM 433(A) Rev 3/2006**

The original and three (3) copies of this form are to be completed with all available information at the time a building permit is issued for the installation of a manufactured home (mobilehome) or a commercial modular on a foundation system pursuant to Section 18551(a) of the Health and Safety Code. In addition, the enforcement agency may obtain a title search printout from the Department of Housing and Community Development's (HCD) Registration and Titling Program. The information on the title search should be compared to the information shown on the surrendered HCD Certificate of Title or DMV pink slip(s) and registration card(s). This will ensure that the most recent ownership and registration documents have been submitted to the enforcement agency and that the registered owner owns the manufactured home, mobilehome, or commercial modular free of any liens or encumbrances. Where the title search indicates a recorded legal owner or junior lienholder, or both, evidence should be provided to the enforcement agency that the legal owner or junior lienholder, or both, have been paid in full or that the legal owner or junior lienholder consent to the attachment of the unit upon the satisfaction of their liens by the registered owner. For information on establishing a requestor account for obtaining title search printouts on-line, please call (916) 323-9229 or via the internet: <http://www.hcd.ca.gov/codes/rt/>.

After the installation has been approved, and on the same day the certificate of occupancy has been issued, the enforcement agency shall record this form (completed in full) with the county recorder's office.

Upon recordation, the enforcement agency shall transmit a recorded copy of this form, a copy of the certificate of occupancy, fees collected in the amount of \$11 per transportable section, and (if unit currently titled as personal property) all applicable titles, certificates, license plates or decals to:

Department of Housing and Community Development  
Division of Codes and Standards  
Manufactured Housing Section  
Post Office Box 31  
Sacramento, CA 95812-0031  
Call (916) 445-3338 for general information or questions.



2007-0340159  
05/23/2007 09:00A  
2 of 2

When recorded please mail to:  
Riverside County Code Enforcement  
District 1 Mead Valley Office  
19450 Clark Street  
Perris, CA 92570  
Mail Stop # 5004



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NCHG CC						T:	CTY	UNI	062

**NOTICE OF NONCOMPLIANCE**



In the matter of the Property of  
ZAMBRANO, ROBERT & KIM

Case No. CV07-0283

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457, (RCC Title 15.08) described as Construction Without the Required Permits. Such Proceedings are based upon the noncompliance of such real property, located at 20895 Hoehn Street, Perris, CA, and more particularly described as Assessor's Parcel Number 319-240-040 and having a legal description of .48 ACRES M/L IN POR PAR 4 PM 010/099 PM 5604, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.08).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 19450 Clark Street, Perris, CA 92570, and Attention Code Enforcement Officer Cyndi Black.

**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.

RIVERSIDE COUNTY CODE ENFORCEMENT

By   
Manuel A. Acueto  
Code Enforcement Department

**ACKNOWLEDGEMENT**

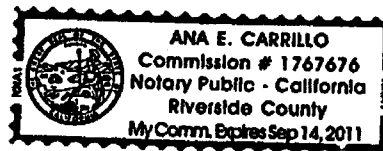
State of California )  
County of Riverside )

On 06/22/10 before me, Ana E. Carrillo, Notary Public, personally appeared Manuel A. Acueto, 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 # 1767676 Comm. Expires Sep. 14, 2011



**RECORDING REQUESTED BY:**

Riverside County Department of Child Support Services  
JOHN REPLOGLE, Director

**AND WHEN RECORDED MAIL TO:**

Riverside County Department of Child Support Services  
JOHN REPLOGLE, Director  
2041 IOWA AVENUE  
RIVERSIDE , CA 92507

**DOC # 2004-0712453**

09/08/2004 08:08A Fee:NC

Page 1 of 2

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



06-065

THIS SPACE FOR RECORDER'S USE ONLY

**TITLE(S)**

**ABSTRACT OF SUPPORT JUDGMENT**

①  
23  
TV

<p><b>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):</b>  <input checked="" type="checkbox"/> Recording requested by and return to:  Riverside County Department of Child Support Services  JOHN REPLOGLE, Director  2041 IOWA AVENUE  RIVERSIDE , CA 92507</p> <p><b>TELEPHONE NO.:</b>  ( 909 ) 955. 4100</p> <p><b>EXEMPT FROM RECORDING  FEE 27383 &amp; 6103.9 GOVT. CODE</b></p> <p><input type="checkbox"/> ATTORNEY FOR <input type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD <input checked="" type="checkbox"/> PURSUANT TO FAMILY CODE 17400, 17408</p>	<p><b>FOR RECORDER'S USE ONLY</b></p>
<p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE</b></p> <p><b>STREET ADDRESS: 4175 MAIN ST</b>  <b>MAILING ADDRESS: PO BOX 431</b>  <b>CITY AND ZIP CODE: RIVERSIDE , CA 92501-0431</b>  <b>BRANCH NAME: FAMILY LAW ANNEX</b></p>	
<p><b>PETITIONER/PLAINTIFF:</b>  <b>COUNTY OF RIVERSIDE</b></p> <p><b>RESPONDENT/DEFENDANT:</b>  <b>ROBERT ZAMBRANO</b></p> <p><b>Claimant/Other Parent:</b>  <b>KIM M ZAMBRANO</b></p>	

Driver's license No. and state: A4764049 CA  
Social Security number: 612 - 20 - 0903  
Birth date: 06/17/68

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION**  
(Additional recording fee applies)

JLIEN - COVER

607  
RDCSS C# 000471297  
(N/08-02-2001)

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):  
 Recording requested by and return to:  
**Riverside County Department of Child Support Services**  
**JOHN REPLOGLE, Director**  
**2041 IOWA AVENUE**  
**RIVERSIDE , CA 92507**

TELEPHONE NO.:  
 (909) 955-4100

EXEMPT FROM RECORDING  
 FEE 27383 & 6103.9 GOVT. CODE

FOR RECORDER'S USE ONLY

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD  PURSUANT TO FAMILY CODE 17400, 17406

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**  
 STREET ADDRESS: **4175 MAIN ST**  
 MAILING ADDRESS: **PO BOX 431**  
 CITY AND ZIP CODE: **RIVERSIDE , CA 92501-0431**  
 BRANCH NAME: **FAMILY LAW ANNEX**

PETITIONER/PLAINTIFF: **COUNTY OF RIVERSIDE**

RESPONDENT/ DEFENDANT: **ROBERT ZAMBRANO**

Claimant/Other Parent: **KIM M ZAMBRANO**

**ABSTRACT OF SUPPORT JUDGMENT** CASE NUMBER: **471297DCS**

1. The  judgment creditor  assignee of record applies for an abstract of a support judgment and represents the following:

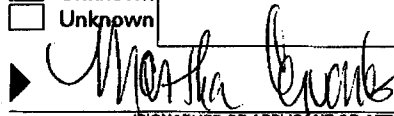
a. Judgment debtor's  
 Name and last known address

b. Driver license No. and state: **A4764049 CA**  
 c. Social security number: **612 - 20 - 0903**  
 d. Birth date: **06/17/68**

FOR COURT USE ONLY

Unknown  
 Unknown  
 Unknown

Date: **07/13/04**  
**MARTHA CERVANTES**  
 (TYPE OR PRINT NAME)

  
 (SIGNATURE OF APPLICANT OR ATTORNEY)

2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.

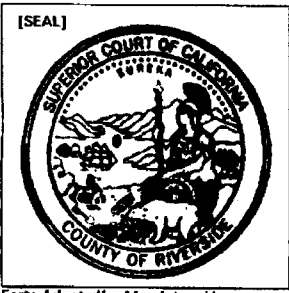
3. Judgment creditor (name): **COUNTY OF RIVERSIDE**  
 whose address appears on this form above the court's name.

4.  The support is ordered to be paid to the following county office (name and address):  
**RIVERSIDE COUNTY**  
**DEPARTMENT OF CHILD SUPPORT SERVICES**  
**P. O. BOX 19990**  
**RIVERSIDE, CA 92502**

5. Judgment debtor (full name as it appears in judgment):  
**ROBERT ZAMBRANO**

6. a. A judgment was entered on (date): **06/25/04**  
 b. Renewal was entered on (date):  
 c. Renewal was entered on (date):

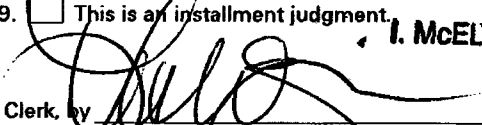
7.  An execution lien is endorsed on the judgment as follows:  
 a. Amount: \$  
 b. In favor of (name and address):



This abstract issued on  
 (date): **8-6-04**

8. A stay of enforcement has  
 a.  not been ordered by the court.  
 b.  been ordered by the court effective until (date)

9.  This is an installment judgment.

**I. McELYEA**  
 Clerk, by  Deputy

# **EXHIBIT “E”**



# County of Riverside Code Enforcement Department

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

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

January 31, 2013

ROBERT ZAMBRANO / KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

Subject Property: 20895 HOEHN AVE, PERRIS  
Case No(s): CV07-0283  
APN No(s): 319-240-040

Dear Robert Zambrano / Kim Zambrano:

**NOTICE IS HEREBY GIVEN** that the County of Riverside Code Enforcement Department ("DEPARTMENT") incurred expenses during our efforts to abate the code violation(s) on the Subject Property. Said abatement case involved Construction Without Permit located on your real property commonly described as 20895 HOEHN AVE, PERRIS, and more particularly described as Assessor's Parcel Number 319-240-040.

The total amount due for the DEPARTMENT'S actions concerning the above-described dangerous or injurious condition is **Two Thousand Nine Hundred Forty Eight Dollars and Thirty Cents (\$2,948.30)**.

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

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

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

If you have any questions regarding this notice, please contact Senior Officer Regina Keyes at (951) 955-2004.

Code Enforcement Department

  
Hector Viray  
Supervising Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

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

ROBERT ZAMBRANO / KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

Subject Property: 20895 HOEHN AVE, PERRIS  
Case No(s): CV07-0283  
APN No(s): 319-240-040

I, \_\_\_\_\_, hereby request a public hearing before the Board of  
Supervisors (Please PRINT your name here)

regarding case number(s) \_\_\_\_\_.

I request notice of the Board of Supervisors hearing date, time, and location (which shall not be less than 10 days from the submission of this request) to be mailed to me at the following address:

Return Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_  
(Please SIGN your name here)

Date: \_\_\_\_\_

Print: \_\_\_\_\_  
(Please PRINT your name here)

You may contact me at the following daytime phone number: \_\_\_\_\_

**IMPORTANT**

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





# COUNTY OF RIVERSIDE CODE ENFORCEMENT

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

Property Reference/Mailing Address
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Date: 1/14/2013

## Summary Statement of Abatement Costs

**You are liable to the County for the following abatement costs:**

Date	Invoice Number & Amount	Amount	Balance
01/14/2013	CV070283- INV #105701. Orig. Amount \$911.80.	748.30	748.30
02/03/2011	CV070283:A43404- INV #A43404. Orig. Amount \$200.00. A43404	200.00	948.30
04/01/2011	CV070283:A43421- INV #A43421. Orig. Amount \$500.00. A43421	500.00	1,448.30
05/17/2011	CV070283:A43593- INV #A43593. Orig. Amount \$500.00. A43593	500.00	1,948.30
10/17/2011	CV070283:A44946- INV #A44946. Orig. Amount \$500.00.	500.00	2,448.30
02/16/2012	CV070283:A45075- INV #A45075. Orig. Amount \$500.00. A45075	500.00	2,948.30
		<b>Total Now Due</b>	<b>\$2,948.30</b>

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

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

\_\_\_\_\_  
Code Enforcement Department

**County of Riverside  
Code Enforcement Department**

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



## Statement of Abatement Costs

319240040  
ROBERT ZAMBRANO  
KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

Date	Invoice #
1/14/2013	105701

<b>Property Address</b>
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Case Number	District	Class
CV070283	1	SOAC

**You are liable to the County for the following abatement costs:**

Date	Item	Description	Hours/Qty	Rate	Amount
1/11/2007	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
1/16/2007	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.60
1/17/2007	Officer Hours	Labor Charges - Officer Time	1	109.00	109.00
9/11/2007	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
10/1/2007	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
10/2/2007	Officer Hours	Labor Charges - Officer Time	0.8	109.00	87.20
10/30/2007	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.60
2/26/2008	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
9/29/2010	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
11/16/2010	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
2/3/2011	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
4/1/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
5/17/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
8/17/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
8/19/2011	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
10/17/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
10/21/2011	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
2/16/2012	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50
2/23/2012	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
4/9/2012	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
8/6/2012	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
1/14/2013	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			697.20
1/14/2013	Prepare Case for SOAC H...	Prepare Case for Statement of Abatement Costs Hearing		125.55	125.55
	Attend SOAC Hearing	Attend Statement of Abatement Costs Hearing		69.75	69.75
		Subtotal County Counsel Costs			195.30

**Subtotal**

**Payments/Credits**

**Total Now Due**

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

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

**County of Riverside  
Code Enforcement Department**

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



# Statement of Abatement Costs

319240040  
ROBERT ZAMBRANO  
KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

Date	Invoice #
1/14/2013	105701

<b>Property Address</b>
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Case Number	District	Class
CV070283	1	SOAC


**You are liable to the County for the following abatement costs:**

Date	Item	Description	Hours/Qty	Rate	Amount
1/14/2013	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30
		Subtotal Contractor Costs			19.30
			<b>Subtotal</b>		\$911.80

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

<b>Payments/Credits</b>	\$-163.50
<b>Total Now Due</b>	\$748.30

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

  
Code Enforcement Department



# County of Riverside Code Enforcement Department

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

## Administrative Citation

319240040  
ROBERT ZAMBRANO  
KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

Citation Issue Date	Billing Date
2/3/2011	1/14/2013

Property Address
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Citation Number	District	Class
A43404	1	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV070283:A43404	1	200.00	200.00

<b>Subtotal</b>	\$200.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$200.00



# County of Riverside Code Enforcement Department

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

## Administrative Citation

319240040  
 ROBERT ZAMBRANO  
 KIM ZAMBRANO  
 20895 HOEHN AVE  
 PERRIS, CA 92570

Citation Issue Date	Billing Date
4/1/2011	1/14/2013

Property Address
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Citation Number	District	Class
A43421	1	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV070283:A43421	1	500.00	500.00

<b>Subtotal</b>	\$500.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$500.00



# County of Riverside Code Enforcement Department

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

## Administrative Citation

319240040  
 ROBERT ZAMBRANO  
 KIM ZAMBRANO  
 20895 HOEHN AVE  
 PERRIS, CA 92570

Citation Issue Date	Billing Date
5/17/2011	1/14/2013

Property Address
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Citation Number	District	Class
A43593	1	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV070283:A43593	1	500.00	500.00

<b>Subtotal</b>	\$500.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$500.00



# County of Riverside Code Enforcement Department

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

## Administrative Citation

319240040  
ROBERT ZAMBRANO  
KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

Citation Issue Date	Billing Date
10/17/2011	1/14/2013

Property Address
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Citation Number	District	Class
A44946	1	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV070283:A44946	1	500.00	500.00

<b>Subtotal</b>	\$500.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$500.00



# County of Riverside Code Enforcement Department

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

## Administrative Citation

319240040  
ROBERT ZAMBRANO  
KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

Citation Issue Date	Billing Date
2/16/2012	1/14/2013

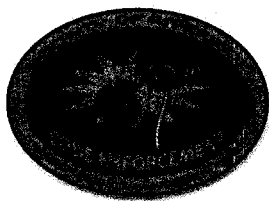
Property Address
319240040 ROBERT ZAMBRANO KIM ZAMBRANO 20895 HOEHN AVE PERRIS, CA 92570

Citation Number	District	Class
A45075	1	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	A45075--CV070283	1	500.00	500.00

<b>Subtotal</b>	\$500.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$500.00



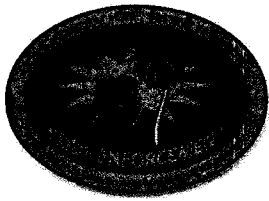


**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**RESPONSIBLE PARTIES**

January 31, 2013

ROBERT ZAMBRANO / KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV070283

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Dean Deines, 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 January 31, 2013, I served the following document(s):

**Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment  
Request for Public Hearing on Statement of Abatement Costs and Special Tax Assessment**

**Invoices**

**Notice List**

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

ROBERT ZAMBRANO / KIM ZAMBRANO 20895 HOEHN AVE, PERRIS, CA 92570

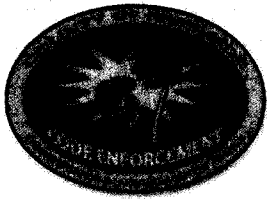
XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course 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 January 31, 2013, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Dean Deines, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

February 6, 2013

RE CASE NO: CV070283

I, Donna Payne, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 4080 Lemon Street,  
12th Floor  
Riverside, California 92501 .

That on February 6, 2013 at 1442, I securely and conspicuously posted Demand for Payment Statement of Abatement  
Cost Notice of Special Tax Accessment at the property described as:

**Property Address:** 20895 HOEHN AVE, PERRIS

**Assessor's Parcel Number:** 319-240-040

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

Executed on February 6, 2013 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Donna Payne, Code Enforcement Officer

'13 FEB 11 RCVD

# **EXHIBIT “F”**



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

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

ROBERT ZAMBRANO / KIM ZAMBRANO  
20895 HOEHN AVE  
PERRIS, CA 92570

Subject Property: 20895 HOEHN AVE, PERRIS  
Case No(s): CV07-0283  
APN No(s): 319-240-040

I, Robert Zambrano hereby request a public hearing before the Board of  
Supervisors (Please PRINT your name here)

regarding case number(s) CV07-0283

I request notice of the Board of Supervisors hearing date, time, and location (which shall not be less than 10 days from the submission of this request) to be mailed to me at the following address:

Return Mailing Address: 20895 Hoehn Ln  
Perris Ca 92570

Signed: [Signature]  
(Please SIGN your name here)

Date: 2-6-13

Print: Robert Zambrano  
(Please PRINT your name here)

You may contact me at the following daytime phone number: 909-841-2328

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

RECEIVED FEB 07 2013