

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

603B



FORM APPROVED COUNTY COUNSEL  
BY: PAUL MUNROE  
DATE: 1/23/14  
Departmental Concurrence

**FROM:** TLMA – Code Enforcement Department

**SUBMITTAL DATE:**  
March 5, 2014

**SUBJECT:** Abatement of Public Nuisance [Substandard Structure and Accumulated Rubbish]  
Case No: CV12-05107 [FABELA]  
Subject Property: 31861 Date Garden Drive, Thousand Palms; APN: 650-102-015  
District: 4/4 [\$0]

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

1. The substandard structure (dwelling) on the real property located at 31861 Date Garden Drive, Thousand Palms, Riverside County, California, APN: 650-102-015 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.
2. Juan M. Fabela and Norma A. Fabela, the owners of the subject real property, be directed to abate the substandard structure on the property by rehabilitating, removing, and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials within ninety (90) days.

GREG FLANNERY  
 Code Enforcement Official

(Continued)

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

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Stone, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: March 18, 2014  
 xc: TLMA/CED, Sheriff

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

Prev. Agn. Ref.:

District: 4/4

Agenda Number:

9-1

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

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

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

**Case No: CV12-05107 [FABELA]**

**Subject Property: 31861 Date Garden Drive, Thousand Palms; APN: 650-102-015**

**District: 4/4**

**DATE:** March 5, 2014

**PAGE:** 2 of 3

**RECOMMENDED MOTION (continued):**

3. The owners be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.

4. The accumulation of rubbish on the real property located at 31861 Date Garden Drive, Thousand Palms, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.

5. Juan M. Fabela and Norma A. Fabela, the owners of the subject property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.

6. If the owners of the real property do not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, may abate the substandard structure and accumulation of rubbish by removing and disposing of the same from the real property.

7. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.

8. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the substandard structure and accumulation of rubbish on the real property are declared to be in violation of Riverside County Ordinance Nos. 457 and 541, and constitutes a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

**BACKGROUND:**

1. An initial inspection was made on the subject property by Senior Code Enforcement Officer Hector Herrera on August 16, 2013. The inspection revealed a substandard structure (dwelling) on the subject property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included, but were not limited to the following: Faulty weather protection, general dilapidation or improper maintenance, public and attractive nuisance – abandoned/vacant.

2. The inspection also revealed accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The accumulation of rubbish consisted of but was not limited to the following materials: household trash, clothing and human waste.

3. Follow up inspections of the above-described real property on September 11, 2013 and November 4, 2013, revealed the property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.

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

**FORM 11: Abatement of Public Nuisance [Substandard Structure and Accumulated Rubbish]**  
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**PAGE:** 3 of 3

4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for substandard structure and accumulated rubbish.

**Impact on Citizens and Businesses**

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

N/A

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS**

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

3 IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 12-05107  
4 [SUBSTANDARD STRUCTURE AND )  
5 ACCUMULATED RUBBISH]; APN: 650-102-015, ) DECLARATION OF CODE  
6 31861 DATE GARDEN DRIVE, THOUSAND ) ENFORCEMENT OFFICER  
7 PALMS, COUNTY OF RIVERSIDE, STATE OF ) HECTOR HERRERA  
8 CALIFORNIA; JUAN M. FABELA AND NORMA A. )  
9 FABELA, OWNERS. )  
10 ) [RCO Nos. 457 and 541]  
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1 I, Hector Herrera, declare that the facts set forth below are personally known to me except to the extent that certain information is based on information and belief which I believe to be true, and if called as a witness, I could and would competently testify thereof under oath:

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

2. On August 16, 2013, I conducted an initial inspection of the real property described as 31861 Date Garden Drive, Thousand Palms, Riverside County, California, and further described as Assessor's Parcel Number 650-102-015 (hereinafter described as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the location of THE PROPERTY is attached hereto and incorporated herein by reference as Exhibit "A."

3. A review of County records and documents disclosed that THE PROPERTY is owned by Juan M. Fabela and Norma A. Fabela (hereinafter referred to as "OWNERS"). A certified copy of the County Equalized Assessment Roll for the 2013-2014 tax year and a copy of the report generated from the County Geographic Information System ("GIS") is attached hereto and incorporated herein by reference as Exhibit "B."

4. Based on the Lot Book Report from RZ Title Service dated August 7, 2013, it is determined that other parties may potentially hold a legal interest in THE PROPERTY, to wit: Western Capital Mortgage and MERS (hereinafter referred to as "INTERESTED PARTIES"). A true and correct



1 copy of the Lot Book Report is attached hereto and incorporated herein by reference as Exhibit "C."

2 5. On August 16, 2013, I conducted an initial inspection of the open and accessible property.  
3 I observed large amounts of accumulated rubbish on THE PROPERTY including but not limited to:  
4 household trash, clothing and human waste, in excess of 200 square feet. This condition causes THE  
5 PROPERTY to constitute a public nuisance in violation of the provisions set forth in Riverside County  
6 Ordinance ("RCO") No. 541.

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

10 Dwelling:

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

14 7. On August 16, 2013, a Notice of Violation, Notice of Defects and "Danger Do Not Enter"  
15 sign were posted on THE PROPERTY.

16 8. On August 19, 2013, Notices of Violation and Notices of Defects were mailed to OWNERS  
17 and INTERESTED PARTIES by certified mail with return receipt requested.

18 9. On August 19, 2013 and September 9, 2013, Notices of Violations and Notice of Defects  
19 were mailed to OWNERS and INTERESTED PARTIES by first class mail.

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

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

24 12. Follow up inspections of the above described real property on September 11, 2013 and  
25 November 4, 2013, revealed THE PROPERTY continues to be in violation of RCO Nos. 457 and 541.

26 13. Based upon my experience, knowledge and visual observations, it is my determination  
27 that the substandard structure (dwelling) and accumulated rubbish on THE PROPERTY creates an  
28 extreme health, safety, fire and structural hazard to the neighbors and general public and constitutes a  
public nuisance in violation of the provisions set forth in RCO Nos. 457 and 541.

1 14. A recent inspection showed THE PROPERTY remained in violation and constitutes a  
2 public nuisance in violation of the provisions set forth of RCO Nos. 457 and 541.

3 15. A Notice of Pendency of Administrative Proceedings was recorded in the Office of the  
4 County Recorder, County of Riverside, State of California, on October 18, 2012, as Instrument Number  
5 2012-0499063, a true and correct copy of which is attached hereto and incorporated herein by reference  
6 as Exhibit "F."

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

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

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

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

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

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

1 and testing by contract with a duly certified and licensed contractor for the handling of such materials to  
2 avoid citations and/or fines by South Coast Air Quality Management District ("SCAQMD") pursuant to  
3 SCAQMD Rule NO. 1403;

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

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

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

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

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

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

6 Executed this 23<sup>RD</sup> day of JANUARY, 2014, at PALM DESERT, California.

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9 \_\_\_\_\_  
10 HECTOR HERRERA  
11 Senior Code Enforcement Officer  
12 Code Enforcement Department  
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## **Abatement Exhibit List**

Exhibit A – Thomas Bros Map with arrow to situs

Exhibit B – Assessors Roll and GIS report

Exhibit C – Lot Book Report(s) (current on top)

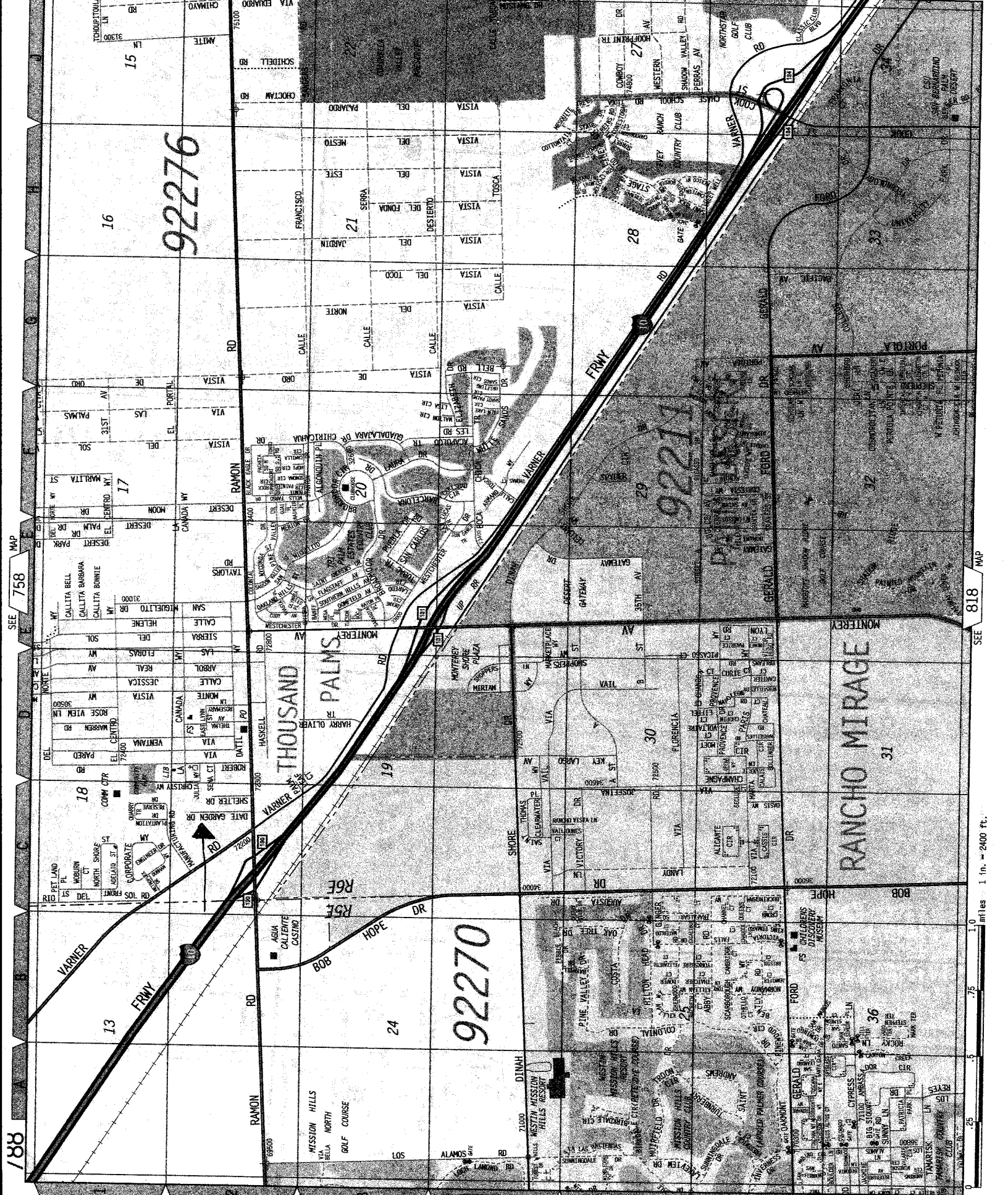
Exhibit D – Site Plan and Photographs

Exhibit E – Notice of Violation, AOP, POS and green cards

Exhibit F – Notice of Noncompliance / Notice of Pendency of  
Administrative Proceedings

Exhibit G – Notice of BOS hearing, Notice List, POS and AOP

# **EXHIBIT “A”**



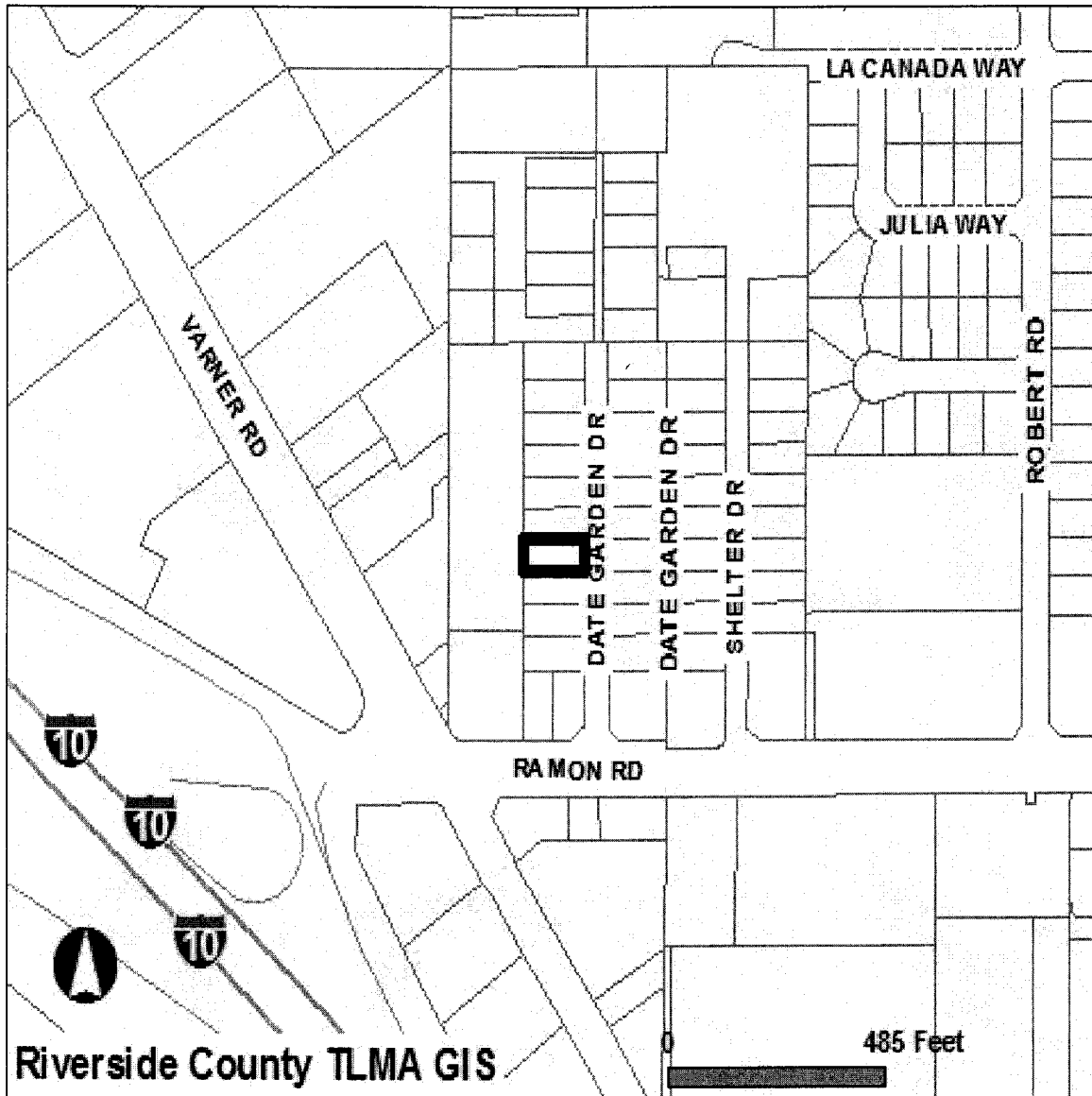
# **EXHIBIT “B”**



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

<b>Assessment #650102015-0</b>		<b>Parcel # 650102015-0</b>	
<b>Assessee:</b>	FABELA JUAN M	<b>Land</b>	20,226
<b>Assessee:</b>	FABELA NORMA A	<b>Structure</b>	49,904
<b>Mail Address:</b>	31861 DATE GARDEN DR THOUSAND PLMS CA 92276	<b>Full Value</b>	70,130
<b>Real Property Use Code:</b>	R1	<b>Homeowners' Exemption</b>	7,000
<b>Base Year</b>	1997	<b>Total Net</b>	63,130
<b>Conveyance Number:</b>	0598780	<div style="border: 2px solid black; padding: 5px; display: inline-block;"> <b>View Parcel Map</b> </div>	
<b>Conveyance (mm/yy):</b>	7/2004		
<b>PUI:</b>	R010012		
<b>TRA:</b>	61-086		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 7 MB 023/074 SHANGRI LA PALMS UNIT 3		
<b>Situs Address:</b>	31861 DATE GARDEN DR THOUSAND PLMS CA 92276		

RIVERSIDE COUNTY GIS



Selected parcel(s):  
650-102-015

**\*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**

650-102-015-0

**OWNER NAME / ADDRESS**

JUAN M FABELA  
NORMA A FABELA  
31861 DATE GARDEN DR  
THOUSAND PLMS, CA. 92276

**MAILING ADDRESS**

(SEE OWNER)  
(SEE SITUS)

**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: MB 23/74  
 SUBDIVISION NAME: SHANGRI LA PALMS UNIT 3  
 LOT/PARCEL: 7, BLOCK: NOT AVAILABLE  
 TRACT NUMBER: NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 0.19 ACRES

**PROPERTY CHARACTERISTICS**

CONCRETE BLOCK THROUGHOUT, 976 SQFT., 2 BDRM/ 1 BATH, 1 STORY, CONST'D 1948 COMPOSITION, ROOF

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 788 GRID: C2

**CITY BOUNDARY/SPHERE**

NOT WITHIN A CITY  
 CITY SPHERE: CATHEDRAL CITY  
 ANNEXATION DATE: JAN. 27, 2011  
 LAFCO CASE #: 2011-03-4  
 PROPOSALS: NOT APPLICABLE

**MARCH JOINT POWERS AUTHORITY**

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

**INDIAN TRIBAL LAND**

NOT IN A TRIBAL LAND

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

JOHN BENOIT, DISTRICT 4

**SUPERVISORIAL DISTRICT (2001 BOUNDARIES)**

ROY WILSON, DISTRICT 4

**TOWNSHIP/RANGE**

T4SR6E SEC 18

**ELEVATION RANGE**

ELEVATION NOT AVAILABLE

**PREVIOUS APN**

NO DATA AVAILABLE

**PLANNING****LAND USE DESIGNATIONS**

MHDR

**SANTA ROSA ESCARPMENT BOUNDARY**

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

**AREA PLAN (RCIP)**

WESTERN COACHELLA VALLEY

**COMMUNITY ADVISORY COUNCILS**

THOUSAND PALMS (CC)

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

R-3-6000 (CZ 6296)

**ZONING DISTRICTS AND ZONING AREAS**

THOUSAND PALMS DISTRICT

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**HISTORIC PRESERVATION DISTRICTS**

NOT IN AN HISTORIC PRESERVATION DISTRICT

NOT WITHIN A SPECIFIC PLAN

**AGRICULTURAL PRESERVE**

NOT IN AN AGRICULTURAL PRESERVE

**REDEVELOPMENT AREAS**

PROJECT AREA NAME: DCPA  
SUBAREA NAME: THOUSAND PALMS  
AMENDMENT NUMBER: 0  
ADOPTION DATE: DEC. 23, 1986  
ACREAGE: 302 ACRES

**AIRPORT INFLUENCE AREAS**

NOT IN AN AIRPORT INFLUENCE AREA

**AIRPORT COMPATIBILITY ZONES**

NOT IN AN AIRPORT COMPATIBILITY ZONE

***ENVIRONMENTAL***

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

NOT IN A CONSERVATION AREA

**CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS**

NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

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

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)**

NO DATA AVAILABLE

***FIRE***

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

NOT IN A HIGH FIRE AREA

**FIRE RESPONSIBILITY AREA**

NOT IN A FIRE RESPONSIBILITY AREA

***DEVELOPMENT FEES***

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

WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

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

NOT WITHIN THE WESTERN RIVERSIDE COUNTY MSHCP FEE AREA

**ROAD & BRIDGE DISTRICT**

NOT IN A DISTRICT

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

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

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

NOT WITHIN THE WESTERN TUMF FEE AREA

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

WESTERN COACHELLA VALLEY

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

NOT WITHIN AN SKR FEE AREA.

**DEVELOPMENT AGREEMENTS**

NOT IN A DEVELOPMENT AGREEMENT AREA

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**TRANSPORTATION**

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

NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

**ROAD BOOK PAGE**

183A

**TRANSPORTATION AGREEMENTS**

NOT IN A TRANSPORTATION AGREEMENT

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

NOT IN A CETAP CORRIDOR.

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**HYDROLOGY**

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**FLOOD PLAIN REVIEW**

WITHIN AREAS OF FLOODING SENSITIVITY. CONTACT THE COACHELLA VALLEY WATER DISTRICT AT (760) 398-2651 FOR INFORMATION

**WATER DISTRICT**

CVWD

**FLOOD CONTROL DISTRICT**

COACHELLA VALLEY WATER DISTRICT

**WATERSHED**

WHITEWATER

---

**GEOLOGIC**

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**FAULT ZONE**

NOT IN A FAULT ZONE

**FAULTS**

NOT WITHIN A 1/2 MILE OF A FAULT

**LIQUEFACTION POTENTIAL**

MODERATE

**SUBSIDENCE**

SUSCEPTIBLE

**PALEONTOLOGICAL SENSITIVITY**

LOW POTENTIAL.

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

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**MISCELLANEOUS**

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**SCHOOL DISTRICT**

PALM SPRINGS UNIFIED

**COMMUNITIES**

THOUSAND PALMS

**COUNTY SERVICE AREA**

NOT IN A COUNTY SERVICE AREA.

**LIGHTING (ORD. 655)**

ZONE B, 41.56 MILES FROM MT. PALOMAR OBSERVATORY

**2010 CENSUS TRACT**

044505

**FARMLAND**

URBAN-BUILT UP LAND

061086

- CITRUS PEST CONTROL 2
- COACH VAL CO WTR STORM WTR UNIT
- COACHELLA VALLEY COUNTY WATER
- COACHELLA VALLEY REC AND PARK
- COACHELLA VALLEY RESOURCE CONSER
- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- CV MOSQ & VECTOR CONTROL
- DESERT COMMUNITY COLLEGE
- DESERT HOSPITAL
- GENERAL
- GENERAL PURPOSE
- PALM SPRINGS PUBLIC CEMETERY
- PALM SPRINGS UNIF B & I 1992-A
- PALM SPRINGS UNIFIED SCHOOL
- PROJECT 4-1000 PALMS
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SUPERVISORIAL ROAD DISTRICT 4

**SPECIAL NOTES**

NO SPECIAL NOTES

**CODE COMPLAINTS**

Case #	Description	Start Date
CV1205107	NEIGHBORHOOD ENFORCEMENT	Sep. 11, 2012

**BUILDING PERMITS**

Case #	Description	Status
NO PLANNING PERMITS	NOT APPLICABLE	NOT APPLICABLE

**ENVIRONMENTAL HEALTH PERMITS**

Case #	Description	Status
NO ENVIRONMENTAL PERMITS	NOT APPLICABLE	NOT APPLICABLE

**PLANNING PERMITS**

Case #	Description	Status
GPA00423	COUNTY INITIATED: REEXAMINE WCVP/TP AREA W/CZ	APPROVED

REPORT PRINTED ON...Wed Jan 15 13:52:32 2014  
Version 131127

# **EXHIBIT “C”**



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

## Lot Book Report

Order Number: **29113**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV12-05107 / Snunez

IN RE: FABELA, JUAN

Order Date: 8/8/2013

Dated as of: 8/7/2013

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 31861 Date Garden Drive

Thousand Palms

CA 92276

Assessor's Parcel No. : 650-102-015-0

**Assessments:**

Land Value:	\$19,830.00
Improvement Value:	\$48,926.00
Exemption Value:	\$7,000.00
Total Value:	\$61,756.00

## Tax Information

Property Taxes for the Fiscal Year	2012-2013
First Installment	\$392.06
Penalty	\$39.20
Status	NOT PAID-DELINQUENT
Second Installment	\$392.06
Penalty	\$76.70
Status	NOT PAID-DELINQUENT
Prior Delinquencies for tax defaulted year(s)	2012
Redemption Amount	\$959.24
If paid by	08/31/2013





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

Order Number: 29113  
Reference: CV12-05107 / Snu

Redemption Amount

If paid by

## Property Vesting

The last recorded document transferring title of said property

Dated	05/07/2004
Recorded	07/30/2004
Document No.	2004-0598780
D.T.T.	\$0.00
Grantor	Juan Manuel Fabela, a married man
Grantee	Juan M. Fabela and Norma A. Fabela, husband and wife as joint tenants

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	06/25/2007
Recorded	07/05/2007
Document No.	2007-0440224
Amount	\$180,000.00
Trustor	Juan M. Fabela and Norma A. Fabela, husband and wife as joint tenants
Trustee	North American Title Company
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for Western Capital Mortgage

## Additional Information

Notice of Non-Compliance filed by	County of Riverside Department of Building and Safety
In the matter of the property of	Robert Del Gagnon and Lori Ann Gagnon
Case No.	CV042273
Recorded	02/22/2006



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

Order Number: 29113  
Reference: CV12-05107 / Snu

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Document No. 2006-0126646

A Notice of Administrative Proceedings by the

City of Palm Desert  
County of Riverside  
Recorded 10/18/2012  
Document No. 2012-0499063

A Notice of Administrative Proceedings by the

City of Palm Desert  
County of Riverside  
Recorded 01/17/2013  
Document No. 2013-0028049

### Legal Description

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

LOT 7 OF SHANGRI LA PALMS, UNIT NO. 3 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 23, PAGES 74 OF MAPS, RECORDS OF SAID COUNTY.



STEWART TITLE-Riverside

DOC # 2004-0598780

07/30/2004 08:00A Fee:7.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:

Stewart Title of California Inc.

Escrow No. 5261095-PMP2

Title Order No. 517258721

When Recorded Mail Document To:

Juan M. Fabela  
31861 Date Garden Drive  
Thousand Palms, CA 92276



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APN 650-102-015-0

TRA 061-084

GRANT DEED

517258721

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 0.00 \$ 0.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unicorporated Area  City of Thousand Palms



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Juan Manuel Fabela a married man

hereby GRANT(S) to

Juan M. Fabela and Norma A. Fabela, Husband and Wife as Joint Tenants

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

Lot 7 of Shangri La Palms, Unit No. 3, County of Riverside, State of California, as shown by map on file in Book 23, page 74 of Maps, records of Riverside County, California

DATED: 5/7/2004

Juan Manuel Fabela  
Juan Manuel Fabela

STATE OF CALIFORNIA  
COUNTY OF Riverside  
ON July 26, 2004 before me,  
Bess E. McGladrey Notary Public  
personally appeared Juan Manuel Fabela

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.



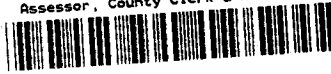
Witness my hand and official seal.

Signature Bess E. McGladrey

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RECORDING REQUESTED BY:  
NORTH AMERICAN TITLE CO.

DOC # 2007-0440224  
07/05/2007 08:00A Fee:126.00  
Page 1 of 20  
Recorded in Official Records  
County of Riverside  
Larry U. Ward  
Assessor, County Clerk & Recorder



Recording Requested By:  
WESTERN CAPITAL MORTGAGE

And After Recording Return To:  
WESTERN CAPITAL MORTGAGE  
500 N STATE COLLEGE BLVD 1470  
ORANGE, CALIFORNIA 92868  
Loan Number: 2740820

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							T:	CTY	UNI

AP# 6SD-102-015-D

TRA 061-089

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**DEED OF TRUST**

MIN: 1003874-0002740820-5

126 T 056

**DEFINITIONS**

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

- (A) "Security Instrument" means this document, which is dated JUNE 25, 2007, together with all Riders to this document.
- (B) "Borrower" is JUAN M. FABELA AND NORMA A. FABELA, HUSBAND AND WIFE AS JOINT TENANTS

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is WESTERN CAPITAL MORTGAGE

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA  
Lender's address is 500 N STATE COLLEGE BLVD 1470, ORANGE, CALIFORNIA 92868

(D) "Trustee" is NORTH AMERICAN TITLE COMPANY  
505 S. MAIN STREET, ORANGE, CALIFORNIA 92868

(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 JUNE 25, 2007  
The Note states that Borrower owes Lender ONE HUNDRED EIGHTY THOUSAND AND 00/100 Dollars (U.S. \$ 180,000.00 ) plus interest.

Borrower Initials: NE JAF

20.95791-70

[Space Below This Line For Acknowledgment]

State of California )  
County of RIVERSIDE ) ss.

On JUNE 25<sup>th</sup> 2007 before me, CHRIS ORTIZ, Notary Public

personally appeared JUAN M. FABELA AND NORMA A. FABELA

~~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

Chris Ortiz  
NOTARY SIGNATURE  
CHRIS ORTIZ  
(Typed Name of Notary)

**GOVERNMENT CODE**

[27361-7]

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

Name of notary: Chris Ortiz

Date commission expires: 6/24/2009

Commission #: 1591026

County where bond is filed: Riverside

Manufacture/Vendor #: NNA1

Place of execution: Orange

Date: 6/28/2007

Signature: W. Terry  
North American Title Company

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 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 checked="" 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 type="checkbox"/> Other(s) [specify]             |

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

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

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

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

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

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

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

(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

Borrower Initials: RF JMP

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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]

LOT 7 OF SHANGRI LA PALMS, UNIT NO. 3, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 23, PAGE 74 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.  
A.P.N.: 650-102-015-0

which currently has the address of 31861 DATE GARDEN DRIVE  
[Street]

THOUSAND PALMS, California 92276 ("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

Borrower Initials: NE JMF

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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

Borrower Initials: NE JMF

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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.

Borrower Initials: UC JMF

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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.

Borrower Initials: NR JMF

**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.

Borrower Initials: WA JMF

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

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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

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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.

Borrower Initials: NE JMP



**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

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

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

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

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

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

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

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

Juan M. Fabela (Seal)  
JUAN M. FABELA -Borrower

Norma A. Fabela (Seal)  
NORMA A. FABELA -Borrower

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

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

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

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

Witness:

Witness:

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\_\_\_\_\_

MIN: 1003874-0002740820-5  
Doc ID#:

Loan Number: 2740820

**ADJUSTABLE RATE RIDER**

(MTA-Twelve Month Average Index - Payment Caps)

THIS ADJUSTABLE RATE RIDER is made this 25th day of JUNE 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to WESTERN CAPITAL MORTGAGE, A CALIFORNIA CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

31861 DATE GARDEN DRIVE, THOUSAND PALMS, CALIFORNIA 92276  
[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for changes in the interest rate and the monthly payments, as follows:

**2. INTEREST**

**(A) Interest Rate**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.000%. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of the Note.

**(B) Interest Rate Change Dates**

The interest rate I will pay may change on the 1st day of AUGUST 2007, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

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**(C) Index**

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

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

**(D) Calculation of Interest Rate Changes**

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 575/1000 percentage point(s) 3.575 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will make a payment every month.

I will make my monthly payments on the 1st day of each month beginning on AUGUST 1, 2007. I will make these payments every month until I have paid all the Principal and Interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JULY 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 500 N STATE COLLEGE BLVD 1470, ORANGE, CALIFORNIA 92868 or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 578.95 unless adjusted under Section 3 (F).

**(C) Payment Change Dates**

My monthly payment may change as required by Section 3(D) below beginning on the 1st day of AUGUST, 2008, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

Borrower Initials: NR JAF  
PayOption MTA ARM Rider  
FE-5315 (0511)

Page 2 of 5

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

**(D) Calculation of Monthly Payment Changes**

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

**(E) Additions to My Unpaid Principal**

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3 (D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3 (A).

**(F) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN AND 000/1000 percent ( 115.000 %)of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

**(G) Required Full Payment**

On the 5th Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

PayOption MTA ARM Rider  
FE-5315 (0511)

Page 3 of 5

Borrower Initials: NE JAF

**(H) Payment Options**

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

- (i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.
- (iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

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

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

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

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

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

Borrower Initials: W F J M F  
PayOption MTA ARM Rider  
FE-5315 (0511)

Page 4 of 5

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

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

Juan M. Fabela  
\_\_\_\_\_  
JUAN M. FABELA -Borrower

Norma A. Fabela  
\_\_\_\_\_  
NORMA A. FABELA -Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

PayOption MTA ARM Rider  
FE-5315 (0511)

Page 5 of 5

Public Record



When recorded please mail to:  
Mail Stop# 4029

DOC # 2006-0126646  
02/22/2006 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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**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of )  
 )  
Robert Del Gagnon )  
Lori Ann Gagnon )

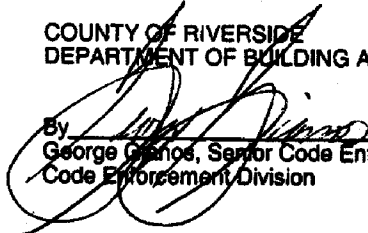
Case No.: CV042273

**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. 348 (RCC Title 17.80.010) described as Unpermitted Property Use – Upholstery/Auto Repair Business; Storage of (1) Shipping Container. Such proceedings are based upon the noncompliance of such real property, located at 72806 & 72820 Ramon Rd., Thousand Palms, CA and more particularly described as Assessment Parcel No. 650-164-006; 650-164-007; 650-164-027; 650-164-028 and having a legal description of Lot 9, 8,6, & 7, Unit 5, Shangri La Palms, Map Book 23, Page 75, Section 18, T4S R6E, with the requirements of Ordinance No. 348 (RCC Title 17.44.010).

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 Building and Safety Department 82675 Highway 111, Room 209, Indio, CA 92201; Attention Hector Herrera, Code Enforcement Officer.

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

COUNTY OF RIVERSIDE  
DEPARTMENT OF BUILDING AND SAFETY

By   
George Gianos, Senior Code Enforcement Officer  
Code Enforcement Division


**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

On FRI 2-17-06 before me, Lupe Torres Alatorre, Notary Public, personally appeared George Gianos, personally known to me 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.

Lupe Torres Alatorre

  
(Seal of Notary)  
LUPE TORRES ALATORRE  
Commission # 1385590  
Notary Public - California  
Riverside County  
My Comm. Expires Nov 19, 2007 ✓

Public Record



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

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

www.riversideacr.com

## NOTARY CLARITY

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

Name of Notary: Lupe Torres Alatorre

Commission #: 1385590

Place of Execution: Riverside County

Date Commission Expires: 11-19-2006

Date: 2-21-06

Signature: Lupe Torres Alatorre

Print Name: Lupe Torres Alatorre

ACR 186P-AS4RE0 (Rev. 07/2005)



2006-0126646  
02/22/2006 08:00A  
2 of 2

Public Record

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

DOC # 2012-0499063

10/18/2012 02:35P Fee:NC

Page 1 of 1

Recorded in Official Records  
 County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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**NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS**

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

Case No.: CV12-05107

**C**  
815

JUAN M FABELA / NORMA A FABELA )

And DOES I through X, owners

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

ADDRESS: 31861 Date Garden Dr, Thousand Palms, Ca 92276

PARCEL #: 650-102-015

LEGAL DESCRIPTION: Lot 7 MB 023/074 Shangri La Palms Unit 3 of Sec 18 T4SR6E

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

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

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

COUNTY OF RIVERSIDE  
 DEPARTMENT OF CODE ENFORCEMENT

Dated: October 12, 2012

By: *Dave Lawless*  
 Dave Lawless, Code Enforcement Department

**ACKNOWLEDGEMENT**

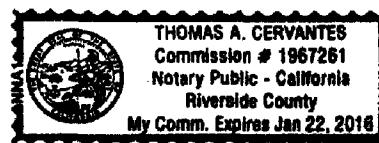
State of California )  
 County of Riverside )

On 10/16/12 before me, Thomas A. Cervantes, Notary Public, personally appeared Dave Lawless who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

*Thomas A. Cervantes*  
 Commission # 1967261 Comm. Expires January 22, 2016



Public Record

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

DOC # 2013-0028049

01/17/2013 02:22P Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder



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**NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS**

808

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

Case No.: CV12-05191

Juan M Fabela, Norma A Fabela

And DOES 1 through X, owners

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

**ADDRESS:** 31861 Date Garden Dr., Thousand Palms, Ca 92276

**PARCEL #:** 650-102-015

**LEGAL DESCRIPTION:** Lot 7 MB 023/074 Shangri La Palms Unit 3 of Sec 18 T4SR6E

**VIOLATIONS:** RCO 457: RCC 15.08.010 construction without permit – room addition and patio.

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

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

COUNTY OF RIVERSIDE  
 DEPARTMENT OF CODE ENFORCEMENT

Dated: January 16, 2013

By: *Dave Lawless*  
 Dave Lawless, Code Enforcement Department

**ACKNOWLEDGEMENT**

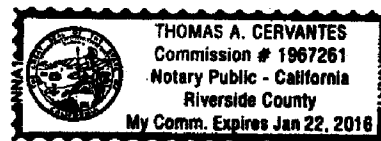
State of California )  
 County of Riverside )

On 01/16/13 before me, Thomas A. Cervantes, Notary Public, personally appeared Dave Lawless who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

*Thomas A. Cervantes*  
 Commission # 1967261 Comm. Expires January 22, 2016




Public Record

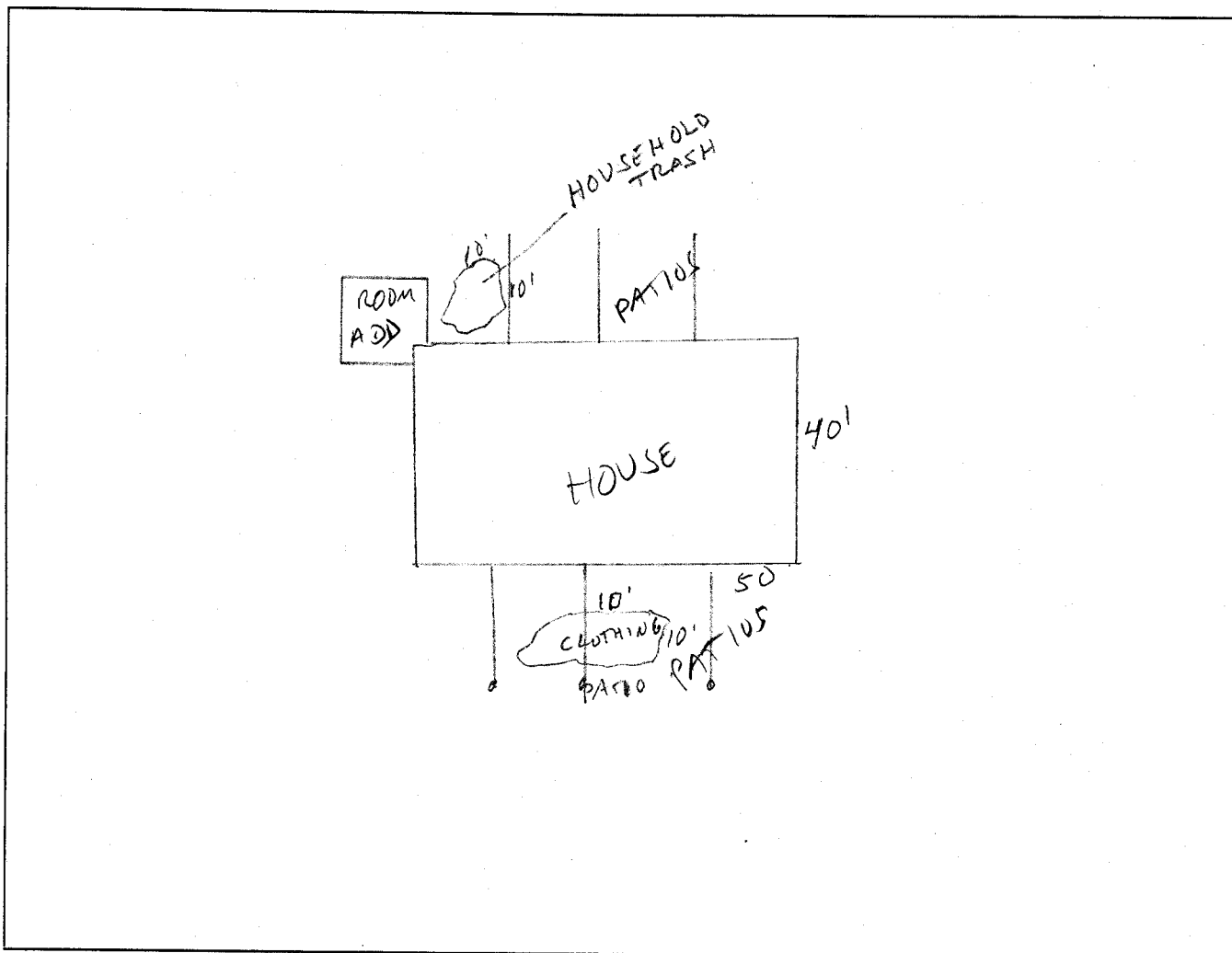
# **EXHIBIT “D”**

### SITE PLAN: Case # CV-1205107

OWNER(S): JUAN M FABELA / NORMA A FABELA  
SITE ADDRESS: 31861 DATE GARDEN DR, THOUSAND PLMS  
ASSESSOR'S PARCEL: 650-102-015  
ACREAGE: 0.18

NORTH ARROW: 

REAR PROPERTY LINE



FRONT PROPERTY LINE: 31861 DATE GARDEN DR, THOUSAND PLMS

PREPARED BY: H. HERRERA DATE: 8-16-13





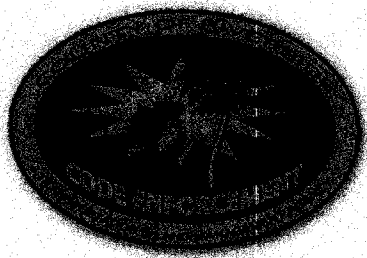




9/13/12



# **EXHIBIT “E”**



COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 12-05107

THE PROPERTY AT: 31861 DATE GARDEN DR, 1000 PALMS APN#: 650-102-015

WAS INSPECTED BY OFFICER: HENNERA ID#: 98 ON 8/14/13 AT 8:05 am/pm

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

Table with 2 columns listing violation codes (e.g., 5.28.040, 8.28.030, 8.120.010) and their descriptions (e.g., Excessive Yard Sales, Unfenced Pool, Accumulated Rubbish).

COMMENTS:

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 8-31-13. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$129.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_
CDL/CID# \_\_\_\_\_ D.O.B. \_\_\_\_\_ TEL. NO. \_\_\_\_\_
PROPERTY OWNER TENANT
POSTED

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

UNIFORM HOUSING HEALTH & SAFETY  
CODE SECTIONS CODE SECTIONS

**SUBSTANDARD BUILDING CONDITIONS:**

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

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

Case No. CV1205107 Address 31861 DATE GARDEN DR, 1000 PALMS

Date 8-16-13 Officer HEKNERA

285-025 (4/95)

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



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

August 16, 2013

RE CASE NO: CV1205107

I, Hector Herrera, hereby declare:

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

That on 08/16/2013 at 8:05 am, I securely and conspicuously posted Notice of violation RCC 15.16 Substandard structure, Notice of defects, Danger do not enter sign, Do not dump sign at the property described as:


**Property Address:** 31861 DATE GARDEN DR, THOUSAND PLMS

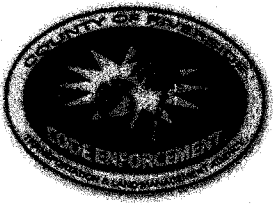
**Assessor's Parcel Number:** 650-102-015

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

Executed on August 16, 2013 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
\_\_\_\_\_  
By: Hector Herrera, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

August 19, 2013

JUAN M FABELA / NORMA A FABELA  
31861 DATE GARDEN DR  
THOUSAND PLMS, CA 92276

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California, Assessor's Parcel Number 650-102-015

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS California, Assessor's Parcel Number 650-102-015, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

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

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

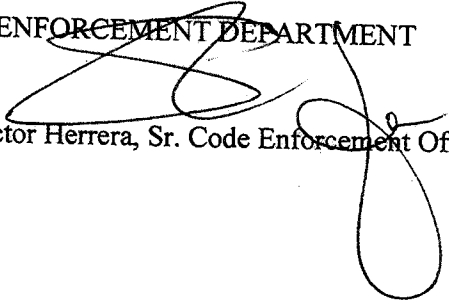
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**COMPLIANCE MUST BE COMPLETED BY September 15, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$129.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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

CODE ENFORCEMENT DEPARTMENT

  
By: Hector Herrera, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

August 19, 2013

Occupant  
31861 DATE GARDEN DR  
THOUSAND PLMS, CA 92276

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California, Assessor's Parcel Number 650-102-015

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS California, Assessor's Parcel Number 650-102-015, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

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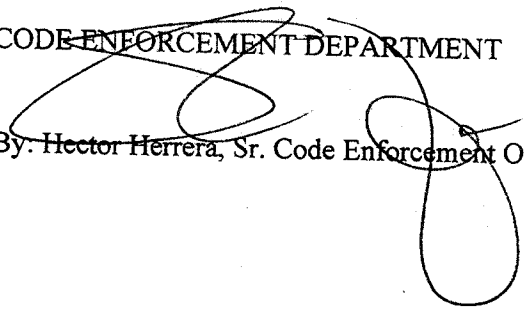
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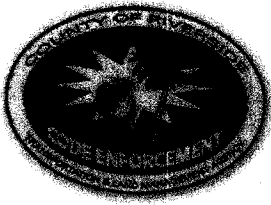
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CODE ENFORCEMENT DEPARTMENT

By: Hector Herrera, Sr. Code Enforcement Officer

A large, stylized handwritten signature in black ink, appearing to read 'Hector Herrera', is written over the typed name and extends upwards into the text above.





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

August 19, 2013

GMAC MORTGAGE  
P O BOX 4622  
WATERLOO, IA 50704-4622

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California, Assessor's Parcel Number 650-102-015

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS California, Assessor's Parcel Number 650-102-015, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 15.16.020 (Ord. 457), of the Riverside County Code.

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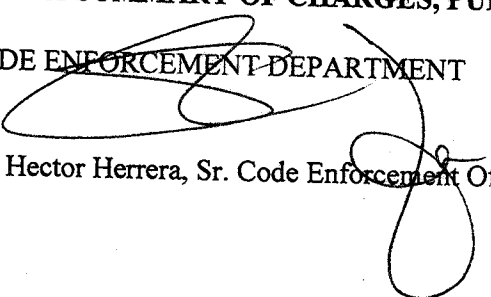
38686 EL CERRITO ROAD, SUITE 200, PALM DESERT, CA 92211  
(760) 393-3344 • FAX (760) 393-3477

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CODE ENFORCEMENT DEPARTMENT

By: Hector Herrera, Sr. Code Enforcement Officer





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

August 19, 2013

C T CORPORATION SYSTEM (C0168406)  
200 RENAISSANCE CTR  
DETROIT, MI 48265

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California,  
Assessor's Parcel Number 650-102-015

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS California, Assessor's Parcel Number 650-102-015, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) ,15.16.020 (Ord. 457), of the Riverside County Code.

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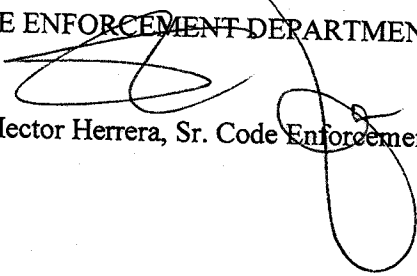
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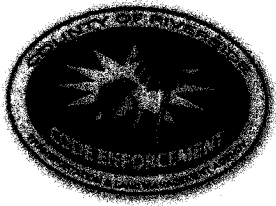
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CODE ENFORCEMENT DEPARTMENT

  
By: Hector Herrera, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

August 19, 2013

WESTERN CAPITAL MORTGAGE  
500 N STATE BLVD 1470  
LOAN # 2740820  
ORANGE, CA 92868

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California, Assessor's Parcel Number 650-102-015

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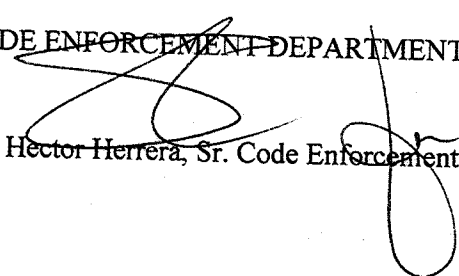
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38686 EL CERRITO ROAD, SUITE 200, PALM DESERT, CA 92211  
(760) 393-3344 • FAX (760) 393-3477

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CODE ENFORCEMENT DEPARTMENT

  
By: Hector Herrera, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

August 19, 2013

OCWEN LOAN SERVICING LLC  
P O BOX 6440  
CAROL, IL 60197-6440

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California, Assessor's Parcel Number 650-102-015

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38686 EL CERRITO ROAD, SUITE 200, PALM DESERT, CA 92211  
(760) 393-3344 • FAX (760) 393-3477

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CODE ENFORCEMENT DEPARTMENT

By: Hector Herrera, Sr. Code Enforcement Officer





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

August 19, 2013

OCWEN LOAN SERVICING LLC  
1661 WORTHINGTON RD STE 100  
WEST PALM BEACH, FL 33409

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California,  
Assessor's Parcel Number 650-102-015

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38686 EL CERRITO ROAD, SUITE 200, PALM DESERT, CA 92211  
(760) 393-3344 • FAX (760) 393-3477

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

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

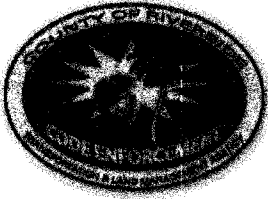
\*\*\* YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CV1205107 Address 31861 DATE GARDEN DR, 1000 PALMS

Date 8-16-13 Officer HENNERA

285-025 (4/95)

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



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV1205107

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on August 19, 2013, I served the following documents(s):

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

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

JUAN M FABELA / NORMA A FABELA 31861 DATE GARDEN DR, THOUSAND PLMS, CA 92276  
OCCUPANT 31861 DATE GARDEN DR, THOUSAND PLMS, CA 92276  
GMAC MORTGAGE P O BOX 4622, WATERLOO, IA 50704-4622  
C T CORPORATION SYSTEM (C0168406) 200 RENAISSANCE CTR, DETROIT, MI 48265  
WESTERN CAPITAL MORTGAGE 500 N STATE BLVD 1470 LOAN # 2740820, ORANGE, CA 92868  
OCWEN LOAN SERVICING LLC P O BOX 6440, CAROL, IL 60197-6440  
OCWEN LOAN SERVICING LLC 1661 WORTHINGTON RD STE 100, WEST PALM BEACH, FL 33409

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

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

EXECUTED ON ~~August 19, 2013~~, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Sara Nunez, Code Enforcement Aide

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

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

**OFFICIAL USE**

Postage \$

Return  
 (Endorser)  
 Resitler  
 (Endorser)  
 Total Po:

Juan M Fabela/Norma A Fabela  
 31861 Date Garden Dr  
 Thousand Palms, Ca 92276  
 CV1205107HH

7012 2210 0000 1255 4976

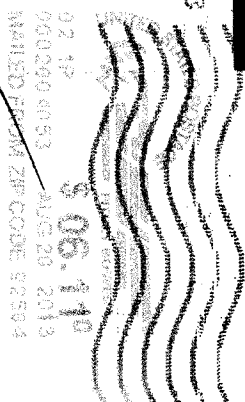
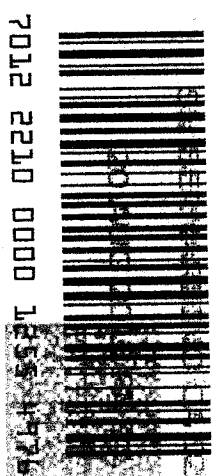
Sent To \_\_\_\_\_  
 Street, Apt. No.,  
 or PO Box No. \_\_\_\_\_  
 City, State, ZIP+4 \_\_\_\_\_

PS Form 3800, August 2006 See Reverse for Instructions

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

*J. W. Mackay*

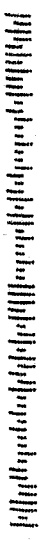
**CERTIFIED MAIL**



Juan M Fabela/Norma A Fabela  
 31861 Date Garden Dr  
 Thousand Palms, Ca 92276  
 CV1205107HH

INT

92276336661



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

**OFFICIAL USE**

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

Postage \$ \_\_\_\_\_  
 Certified Fee \_\_\_\_\_

Return  
 (Endorsem) Occupant  
 Restricted  
 (Endorsem) 31861 Date Garden Dr  
 Total Pos Thousand Palms, Ca 92276  
 CV1205107HH

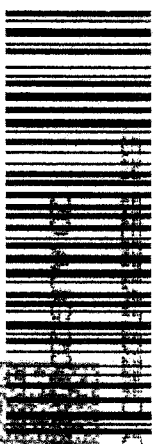
Sent To \_\_\_\_\_  
 Street, Apt. No.,  
 or PO Box No. \_\_\_\_\_  
 City, State, ZIP+4 \_\_\_\_\_

PS Form 3800, August 2006 See Reverse for Instructions

7012 2210 0000 1255 4969

**CERTIFIED MAIL™**

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



7012 2210 0000 1255

CA 92276  
 02 JP \$ 06.10  
 0002004053 AUG 20 2013  
 MAILED FROM ZIP CODE 92504

Occupant  
 31861 Date Garden Dr  
 Thousand Palms, Ca 92276  
 CV1205107HH

*W. A. Smith*

NIXIE 918 SE 1009 0008/26/13

RETURN TO SENDER  
 VACANT  
 UNABLE TO FORWARD

BC: 9221119150 \*2704-01017-20-39

9221119150

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

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

**OFFICIAL USE**

Postage \$

Re (Endors) **GMAC Mortgage**  
 Restrict (Endors) **PO Box 4622**  
**Waterloo, IA 50704-4622**  
**CV1205107HH**

Total:

Sent To

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

PS Form 3800, August 2006

See Reverse for Instructions

7012 2210 0000 1255 4945

**SENDER: COMPLETE THIS SECTION**

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

GMAC Mortgage  
 PO Box 4622  
 Waterloo, IA 50704-4622  
 CV1205107HH

2. Article Number  
 (Transfer from service label)

PS Form 3811, February 2004

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
**X Greg Caya**  Addressee

B. Received by (Printed Name)

C. Date of Delivery  
**AUG 23 2013**

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

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

4. Restricted Delivery? (Extra Fee)  Yes

7012 2210 0000 1255 4945

Domestic Return Receipt

102595-02-M-1540

7012 2210 0000 1255 4952

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

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

**OFFICIAL USE**

Postage \$

Return (Endorsement)  C T Corporation System  
Restricted (Endorsement)  (C0168406)  
200 Renaissance Ctr  
Detroit, MI 48265  
Total Post  CV1205107HH

Sent To  
Street, Apt. No., or PO Box No.  
City, State, ZIP+4  
PS Form 3800, August 2000 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

C T Corporation System  
(C0168406)  
200 Renaissance Ctr  
Detroit, MI 48265  
CV1205107HH

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *Barrien Anderson*  Agent  
 Addressee

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

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

**AUG 23 2013**

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)

7012 2210 0000 1255 4952

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

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

**OFFICIAL USE**

Postage \$ \_\_\_\_\_  
 Return (Endorsement)  
 Restricted (Endorsement)  
 Western Capital Mortgage  
 500 N State Blvd 1470  
 Orange, Ca 92868  
 CV1205107HH  
 Total Pos \_\_\_\_\_

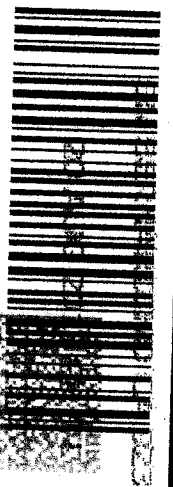
Sent to \_\_\_\_\_  
 Street, Apt. No., or PO Box No. \_\_\_\_\_  
 City, State, ZIP+4 \_\_\_\_\_

PS Form 3800, August 2006 See Reverse for Instructions

7012 2210 0000 1255 4921

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

**CERTIFIED MAIL™**



7012 2210 0000 1255 4921

02 1R \$06.110  
 0902004053 AUG 20 2013  
 MAILED FROM ZIP CODE 92502

*DNK*  
 Western Capital Mortgage  
 500 N State Blvd 1470  
 Orange, Ca 92868

NIXIE 917 SE 1009 0005/27/13  
 RETURN TO SENDER  
 ATTEMPTED - NOT KNOWN  
 UNABLE TO FORWARD

BC: 92211119150 \*2704-01219-20-39  
 92211119150



7012 2210 0000 1255 4938

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

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

**OFFICIAL USE**

Ocwen Loan Servicing LLC  
 PO Box 6440  
 Carol, IL 60197-6440  
 Restr: CV1205107HH  
 (Endors)

Total Postage & Fees

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

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
 Ocwen Loan Servicing LLC  
 PO Box 6440  
 Carol, IL 60197-6440  
 CV1205107HH

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

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

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

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

4. Restricted Delivery? (Extra Fee)  Yes

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**OFFICIAL USE**

7012 2210 0000 1255 4914

Postage \$

Certified Mail  
 Ret (Endorse)  
 Restrict (Endorse)  
 Total Pct

Ocwen Loan Servicing LLC  
 1661 Worthington Rd Ste 100  
 West Palm Beach, FL 33409  
 CV1205107HH

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

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

Ocwen Loan Servicing LLC  
 1661 Worthington Rd Ste 100  
 West Palm Beach, FL 33409  
 CV1205107HH

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  X  Agent  Addressee

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

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

**A GENT**

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
 (Transfer from service label)

7012 2210 0000 1255 4914



# CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

## NOTICE OF VIOLATION

September 9, 2013

JUAN M FABELA / NORMA A FABELA  
31861 DATE GARDEN DR  
THOUSAND PLMS, CA 92276

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California, Assessor's Parcel Number 650-102-015

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS California, Assessor's Parcel Number 650-102-015, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

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

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

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

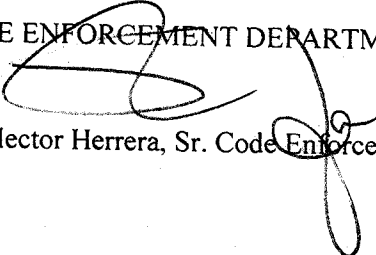
- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.

**COMPLIANCE MUST BE COMPLETED BY September 21, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THE CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$129.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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

CODE ENFORCEMENT DEPARTMENT

  
By: Hector Herrera, Sr. Code Enforcement Officer



# CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

## NOTICE OF VIOLATION

September 9, 2013

Occupant  
31861 DATE GARDEN DR  
THOUSAND PLMS, CA 92276

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California, Assessor's Parcel Number 650-102-015

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS California, Assessor's Parcel Number 650-102-015, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

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

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

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

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.

**COMPLIANCE MUST BE COMPLETED BY September 21, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

NOTICE IS HEREBY GIVEN TO YOU AT THE CONCLUSION OF THE HEARING YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$129.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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

CODE ENFORCEMENT DEPARTMENT

By:  Sr. Code Enforcement Officer



# CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

## NOTICE OF VIOLATION

September 9, 2013

GMAC MORTGAGE  
P O BOX 4622  
WATERLOO, IA 50704-4622

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California, Assessor's Parcel Number 650-102-015

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS California, Assessor's Parcel Number 650-102-015, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

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

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

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

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.

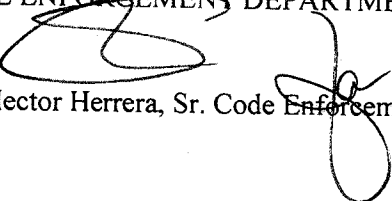
**COMPLIANCE MUST BE COMPLETED BY September 21, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

38686 EL CERRITO ROAD, SUITE 200, PALM DESERT, CA 92211  
(760) 393-3344 • FAX (760) 393-3477

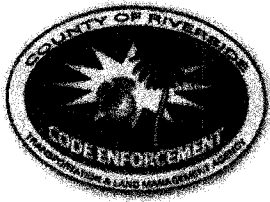
NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THE HEARING, YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$129.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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

CODE ENFORCEMENT DEPARTMENT

  
By: Hector Herrera, Sr. Code Enforcement Officer





# CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

## NOTICE OF VIOLATION

September 9, 2013

C T CORPORATION SYSTEM (C0168406)  
200 RENAISSANCE CTR  
DETROIT, MI 48265

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California, Assessor's Parcel Number 650-102-015

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS California, Assessor's Parcel Number 650-102-015, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

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

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

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

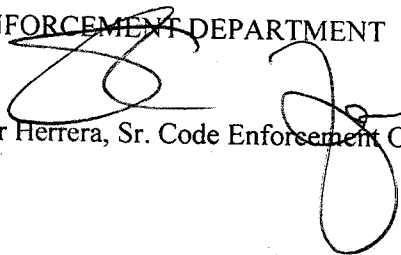
- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.

COMPLIANCE MUST BE COMPLETED BY September 21, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN TO YOU AT THE CONCLUSION OF THE HEARING. YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$129.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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

CODE ENFORCEMENT DEPARTMENT



By: Hector Herrera, Sr. Code Enforcement Officer



# CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

## NOTICE OF VIOLATION

September 9, 2013

WESTERN CAPITAL MORTGAGE  
500 N STATE BLVD 1470  
LOAN # 2740820  
ORANGE, CA 92868

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California, Assessor's Parcel Number 650-102-015

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS California, Assessor's Parcel Number 650-102-015, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

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

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

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- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
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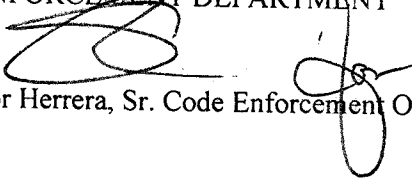
COMPLIANCE MUST BE COMPLETED BY September 21, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

38686 EL CERRITO ROAD, SUITE 200, PALM DESERT, CA 92211  
(760) 393-3344 • FAX (760) 393-3477

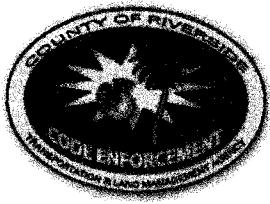
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CODE ENFORCEMENT DEPARTMENT



By: Hector Herrera, Sr. Code Enforcement Officer



## CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

### NOTICE OF VIOLATION

September 9, 2013

OCWEN LOAN SERVICING LLC  
P O BOX 6440  
CAROL, IL 60197-6440

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California, Assessor's Parcel Number 650-102-015

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS California, Assessor's Parcel Number 650-102-015, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) ,15.16.020 (Ord. 457), of the Riverside County Code.

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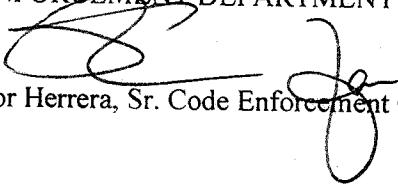
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CODE ENFORCEMENT DEPARTMENT



By: Hector Herrera, Sr. Code Enforcement Officer



# CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

## NOTICE OF VIOLATION

September 9, 2013

OCWEN LOAN SERVICING LLC  
1661 WORTHINGTON RD STE 100  
WEST PALM BEACH, FL 33409

RE CASE NO: CV1205107 at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS, California, Assessor's Parcel Number 650-102-015

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 31861 DATE GARDEN DR, in the community of THOUSAND PLMS California, Assessor's Parcel Number 650-102-015, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 15.16.020 (Ord. 457), of the Riverside County Code.

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

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**COMPLIANCE MUST BE COMPLETED BY September 21, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

38686 EL CERRITO ROAD, SUITE 200, PALM DESERT, CA 92211  
(760) 393-3344 • FAX (760) 393-3477

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THE CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$129.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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CODE ENFORCEMENT DEPARTMENT

  
By: Hector Herrera, Sr. Code Enforcement Officer



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

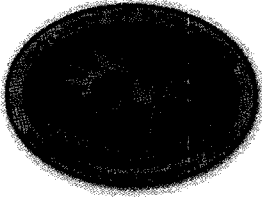
**SUBSTANDARD BUILDING CONDITIONS:**

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

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

Case No. CV1205107 Address 31861 DATE GARDEN DR., 1000 PALMS

Date 8-16-13 Officer HERRERA



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV1205107

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on September 9, 2013, I served the following documents(s):

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

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

JUAN M FABELA / NORMA A FABELA 31861 DATE GARDEN DR, THOUSAND PLMS, CA 92276  
OCCUPANT 31861 DATE GARDEN DR, THOUSAND PLMS, CA 92276  
GMAC MORTGAGE P O BOX 4622, WATERLOO, IA 50704-4622  
C T CORPORATION SYSTEM (C0168406) 200 RENAISSANCE CTR, DETROIT, MI 48265  
WESTERN CAPITAL MORTGAGE 500 N STATE BLVD 1470 LOAN # 2740820, ORANGE, CA 92868  
OCWEN LOAN SERVICING LLC P O BOX 6440, CAROL, IL 60197-6440  
OCWEN LOAN SERVICING LLC 1661 WORTHINGTON RD STE 100, WEST PALM BEACH, FL 33409

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

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

EXECUTED ON September 9, 2013, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Sara Nunez, Code Enforcement Aide

# **EXHIBIT “F”**

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

DOC # 2012-0499063  
10/18/2012

Customer Copy Label

The paper to which this label is  
affixed has not been compared  
with the filed/recorded document

Larry W Ward  
County of Riverside  
Assessor, County Clerk & Recorder

COPY

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

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

JUAN M FABELA / NORMA A FABELA )

Case No.: CV12-05107

And DOES I through X, owners

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

ADDRESS: 31861 Date Garden Dr, Thousand Palms, Ca 92276

PARCEL #: 650-102-015

LEGAL DESCRIPTION: Lot 7 MB 023/074 Shangri La Palms Unit 3 of Sec 18 T4SR6E

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

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

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

COUNTY OF RIVERSIDE  
DEPARTMENT OF CODE ENFORCEMENT

By: *Dave Lawless*  
Dave Lawless, Code Enforcement Department

Dated: October 12, 2012

ACKNOWLEDGEMENT

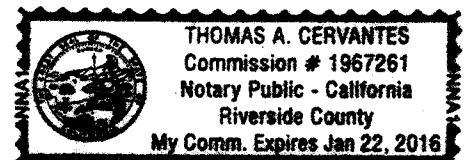
State of California )  
County of Riverside )

On 10/16/12 before me, Thomas A. Cervantes, Notary Public, personally appeared Dave Lawless who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

*Thomas A. Cervantes*  
Commission # 1967261 Comm. Expires January 22, 2016



# **EXHIBIT “G”**



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

Greg Flannery  
Code  
Enforcement Official

February 10, 2014

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

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

Case Nos.: CV12-05107  
APN: 650-102-015  
Property: 31861 Date Garden Dr., Thousand Palms

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457, 541 and 725 to consider the substandard structure and accumulation of rubbish located on the SUBJECT PROPERTY described as 31861 Date Garden Dr., Thousand Palms, Riverside County, California, and more particularly described as Assessor's Parcel Number 650-102-015.

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

SAID HEARING will be held on **Tuesday, March 18, 2014, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance No. 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

**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

*Mary Ortiz for:*  
MARY ORTIZ  
Supervising Code Enforcement Officer

## **NOTICE LIST**

Subject Property: 31861 Date Garden Drive, Thousand Palms;  
Case No.: CV12-05107 Fabela  
APN: 650-102-015; District 4/4/

**JUAN M. FABELA  
NORMA A. FABELA  
31861 DATE GARDEN DRIVE  
THOUSAND PALMS, CA 92276**

**WESTERN CAPITAL MORTGAGE  
500 N. STATE COLLEGE BLVD. 1470  
ORANGE, CA 92868**

**MERS  
P.O. BOX 2026  
FLINT, MI. 48501-2026**

1 **PROOF OF SERVICE**  
2 Case No. CV12-05107 Fabela

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

4 I, Stacy Baumgartner, the undersigned, declare that I am a citizen of the United States and am  
5 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.

6 That on February 10, 2014 I served the following document(s):

- 7 • **NOTICE TO CORRECT COUNTY ORDINANCE**  
8 **VIOLATIONS AND ABATE PUBLIC NUISANCE**  
9 • **NOTICE LIST**

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

11 **OWNERS OR INTERESTED PARTIES**  
12 **(SEE ATTACHED NOTICE LIST)**

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

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

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

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

21 EXECUTED ON February 10, 2014, at Riverside, California.

22   
23 STACY BAUMGARTNER





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

February 11, 2014

RE CASE NO: CV1205107

I, Hector Herrera, hereby declare:

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

That on 02/11/2014 at 9:00 am, I securely and conspicuously posted Notice to correct County ordinance violations and abate public nuisance, notice list and proof of service, property remains in violation. at the property described as:

**Property Address:** 31861 DATE GARDEN DR, THOUSAND PLMS

**Assessor's Parcel Number:** 650-102-015

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

Executed on February 11, 2014 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

A handwritten signature in black ink, appearing to read "Hector Herrera", is written over a horizontal line.

By: Hector Herrera, Sr. Code Enforcement Officer