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

609B

FROM: TLMA – Code Enforcement Department

SUBMITTAL DATE:
May 16, 2014

SUBJECT: Abatement of Public Nuisance [Substandard Structures]
Case No: CV13-03306 [CARR]
Subject Property: 40245 Newport Road, Hemet; APN: 469-091-012
District: 3/3 [$0]

RECOMMENDED MOTION: That the Board of Supervisors move that:

1. The substandard structures (dwelling, guest house, carport and shed) on the real property located at 40245 Newport Road, Hemet, Riverside County, California, APN: 469-091-012 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.

2. Robert M. Carr and Tamara Bevilacqua Carr, the owners of the subject real property, be directed to abate the substandard structures 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.

(Continued)

GREG FLANNERY
Code Enforcement Official

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ N/A	$ N/A	$ N/A	$ N/A	Consent ☐ Policy ☑
NET COUNTY COST	$ N/A	$ N/A	$ N/A	$ N/A	
SOURCE OF FUNDS				Budget Adjustment:	
				For Fiscal Year:	

C.E.O. RECOMMENDATION: APPROVE

BY: Tina Grande

County Executive Office Signature Tina Grande

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor 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: June 3, 2014
xc: TLMA-Code Enforcement, Sheriff

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.:	District: 3/3	Agenda Number:

9-5

FORM APPROVED COUNTY COUNSEL
BY: L. ALEXANDRA FONG DATE 3/25/14

Departmental Concurrence

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

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

5. 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.

6. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the substandard structures on the real property are declared to be in violation of Riverside County Ordinance No. 457 and constitute a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

BACKGROUND:

1. An initial inspection was made on the subject property by Code Enforcement Officer Brett Pollard on August 7, 2013. The inspection revealed substandard structures (dwelling, guest house, carport and shed) on the subject property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structures included, but were not limited to the following: lack of or improper water closet, lavatory, bathtub, shower or kitchen sink, hazardous wiring, general dilapidation or improper maintenance, public and attractive nuisance – abandoned/vacant.

2. Follow up inspections of the above-described real property on September 24, 2013, October 3, 2013, October 23, 2013, December 10, 2013 and March 11, 2014, revealed the property continues to be in violation of Riverside County Ordinance No. 457.

3. 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 structures.

Impact on Citizens and Businesses

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

SUPPLEMENTAL:
Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

ATTACHMENTS

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE [SUBSTANDARD STRUCTURES]; APN: 469-091-012, 40245 NEWPORT ROAD, HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA; ROBERT M. CARR AND TAMARA BEVILACQUA CARR, OWNERS.	CASE NO. CV 13-03306 DECLARATION OF CODE ENFORCEMENT OFFICER BRETT POLLARD [RCO No. 457]

I, Brett Pollard, declare that the facts set forth below are personally known to me except to the extent that certain information is based on information and belief which I believe to be true, and if called as a witness, I could and would competently testify thereof under oath:

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

2. On August 7, 2013, I conducted an initial inspection of the real property described as 40245 Newport Road, Hemet, Riverside County, California, and further described as Assessor's Parcel Number 469-091-012 (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 Robert M. Carr and Tamara Bevilacqua Carr (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 19, 2013, and updated on March 3, 2014 it is determined that other parties may potentially hold a legal interest in THE PROPERTY, to wit: Tamara Bevilacaqua Clark, Loan Link Financial Services, Cal-West Reconveyance Corporation and MERS, (hereinafter referred to as "INTERESTED PARTIES"). True and correct copies

of the Lot Book Reports are attached hereto and incorporated herein by reference as Exhibit "C."

5. On August 7, 2013, I arrived at THE PROPERTY to conduct an initial inspection. THE PROPERTY was open and accessible, with no signs restricting access. I entered and observed the following conditions which cause the structures to be substandard and THE PROPERTY to constitute a public nuisance in violation of the provisions set forth in Riverside County Ordinance ("RCO") No. 457.

Substandard Structure #1 - Dwelling:

1) Lack of or improper water closet, bathtub, shower or kitchen sink;
2) Hazardous wiring;
3) General dilapidation or improper maintenance;
4. Public and attractive nuisance – abandoned/vacant.

Substandard Structure # 2 - Guest House:

1) Lack of or improper water closet, bathtub, shower or kitchen sink;
2) Hazardous wiring;
3) General dilapidation or improper maintenance;
4) Public and attractive nuisance – abandoned/vacant.

Substandard Structure # 3 - Carport:

1) Hazardous wiring:
2) General dilapidation or improper maintenance;
3) Public and attractive nuisance – abandoned/vacant.

Substandard Structure # 4 – Shed:

1) Hazardous wiring:
2) General dilapidation or improper maintenance;
3) Public and attractive nuisance – abandoned/vacant.

6. On August 7, 2013, Notice of Violation, Notice of Defects and "Danger Do Not Enter" signs were posted on THE PROPERTY.

7. On September 24, 2013, Notices of Violation and Notices of Defects were mailed to OWNERS and INTERESTED PARTIES, by certified mail with return receipt requested. On November 25, 2013, Notices of Violation and Notices of Defects were mailed to OWNERS and INTERESTED PARTIES by first class mail.

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

9. True and correct copies of each Notice issued in this matter and other supporting

documentation are attached hereto and incorporated herein by reference as Exhibit "E."

10. Follow up inspections of the above described real property on September 24, 2013, October 3, 2013, October 23, 2013, December 10, 2013 and March 11, 2014, revealed the substandard structures remain on THE PROPERTY and continue to be in violation of RCO No. 457.

11. Based upon my experience, knowledge and visual observations, it is my determination that the substandard structures (dwelling, guest house, carport and shed) on THE PROPERTY create an extreme health, safety, fire and structural hazard to the neighbors and general public and constitute a public nuisance in violation of the provisions set forth in RCO No. 457.

12. A recent inspection showed THE PROPERTY remained in violation and constitutes a public nuisance in violation of the provisions set forth of RCO No. 457.

13. A Notice of Pendency of Administrative Proceedings regarding the substandard structures was recorded in the Office of the County Recorder, County of Riverside, State of California, on October 7, 2013, as Instrument Numbers 2013-0482260 and 2013-0482261. True and correct copies of which are attached hereto and incorporated herein by reference as Exhibit "F."

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

15. Significant rehabilitation, removal and/or demolition of the substandard structures and removal and disposal of all structural materials, rubbish and debris are required to abate the public nuisance and bring THE PROPERTY into compliance with RCO No. 457, the Health and Safety, Uniform Housing, Administrative and Abatement of Dangerous Buildings Codes.

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

(a) the structures (dwelling, guest house, carport and shed) be condemned as a substandard buildings, public and attractive nuisances;

(b) the OWNERS, or whoever has possession or control of THE PROPERTY, be required to rehabilitate or demolish said structures, including the removal and disposal of all structural

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

(c) the OWNERS, or whoever has possession or control of THE PROPERTY, be ordered to ascertain the existence or non-existence of asbestos containing materials in said structures 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 subsection (b) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines by South Coast Air Quality Management District ("SCAQMD") pursuant to SCAQMD Rule NO. 1403;

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

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

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

Executed this 20TH day of MARCH, 2014, at MURRIETA, California.

BRETT POLLARD
Code Enforcement Officer
Code Enforcement Department

EXHIBIT "A"

© 2005 Rand McNally & Company

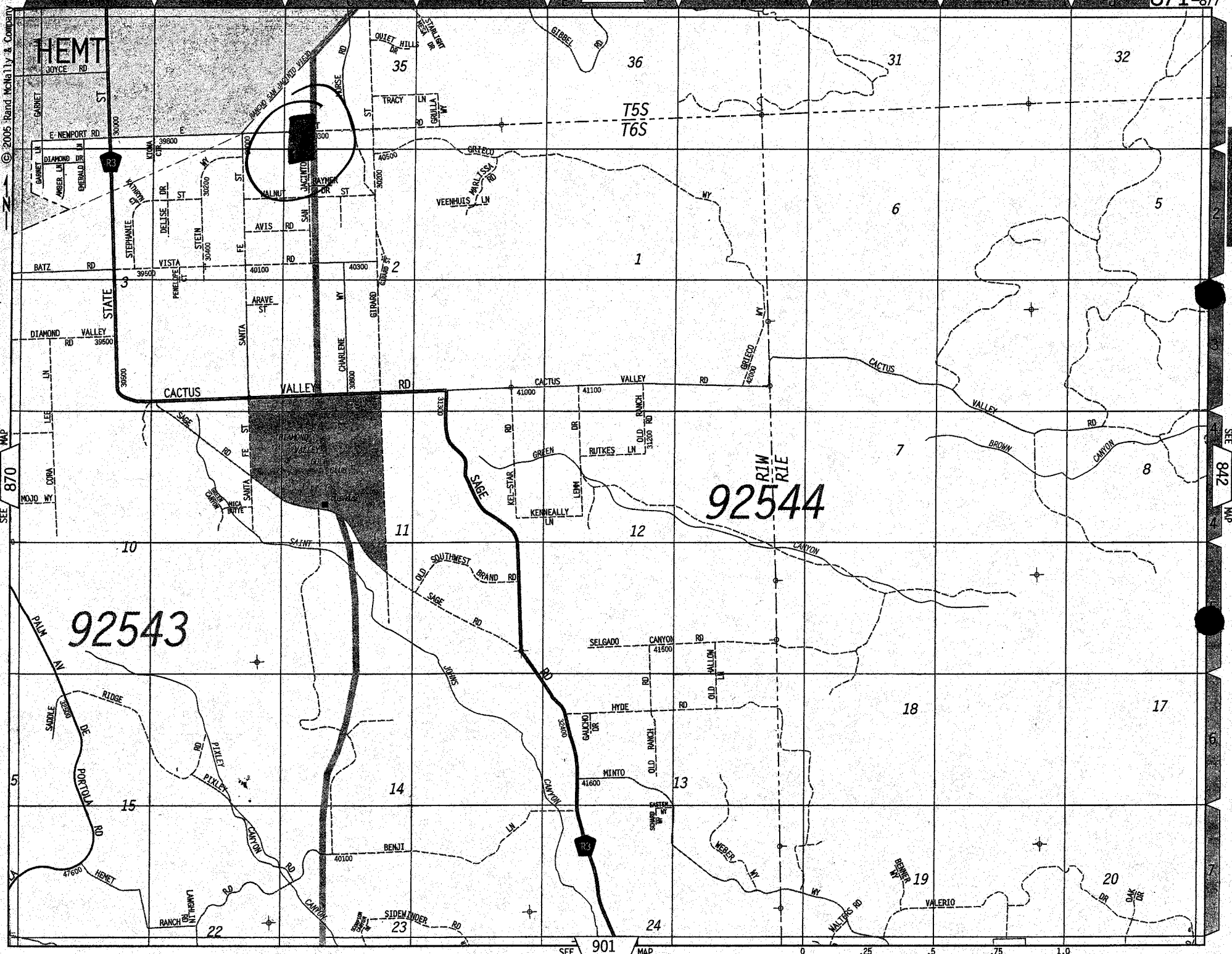


EXHIBIT "B"

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

Assessment #469091012-8		**Parcel # 469091012-8**	
Assessee:	CARR ROBERT M	**Land**	95,198
Assessee:	CARR TAMARA BEVILACQUA	**Structure**	197,731
Mail Address:	34 HIGH ST	**Full Value**	292,929
City, State Zip:	ALEX BAY NY 13607	**Homeowners' Exemption**	7,000
Real Property Use Code:	R1	**Total Net**	285,929
Base Year	1992		
Conveyance Number:	0613996		
Conveyance (mm/yy):	8/2003		
PUI:	R010000		
TRA:	71-053		
Taxability Code:	0-00		
ID Data:	Lot 18 MB 016/048 HEMET RIVERSIDE WALNUT EST TR		
Situs Address:	40245 NEWPORT RD HEMET CA 92543		

View Parcel Map

RIVERSIDE COUNTY GIS

Selected parcel(s):
469-091-012

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
469-091-012-8

OWNER NAME / ADDRESS
ROBERT M CARR
TAMARA BEVILACQUA CARR
40245 NEWPORT RD
HEMET, CA. 92543

MAILING ADDRESS
(SEE OWNER)
34 HIGH ST
ALEX BAY NY. 13607

LEGAL DESCRIPTION
RECORDED BOOK/PAGE: MB 16/48
SUBDIVISION NAME: HEMET RIVERSIDE WALNUT EST TR
LOT/PARCEL: 18, BLOCK:
TRACT NUMBER: NOT AVAILABLE

LOT SIZE
RECORDED LOT SIZE IS 1.45 ACRES

PROPERTY CHARACTERISTICS
469-091-012
WOOD FRAME, 1219 SQFT., 2 BDRM/ 2 BATH, 2 STORY, CONST'D 2003COMPOSITION, ROOF

469-091-012
WOOD FRAME, 1471 SQFT., 3 BDRM/ 1.75 BATH, 1 STORY, ATTACHED GARAGE(550 SQ. FT), CONST'D 1985TILE, ROOF, CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID
PAGE: 871 GRID: C1, C2

CITY BOUNDARY/SPHERE
NOT WITHIN A CITY
NOT WITHIN A CITY SPHERE
ANNEXATION DATE: NOT APPLICABLE
NO LAFCO CASE # AVAILABLE
NO PROPOSALS

MARCH JOINT POWERS AUTHORITY
NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND
NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT 2011 (ORD. 813)
JEFF STONE, DISTRICT 3

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)
JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE
T6SR1W SEC 2

ELEVATION RANGE
1672/1680 FEET

PREVIOUS APN
469-090-012

PLANNING

LAND USE DESIGNATIONS
RC-LDR

SANTA ROSA ESCARPMENT BOUNDARY
NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)
SAN JACINTO VALLEY

COMMUNITY ADVISORY COUNCILS
NOT IN A COMMUNITY ADVISORY COUNCIL AREA

GENERAL PLAN POLICY OVERLAYS
NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS
NONE

ZONING CLASSIFICATIONS (ORD. 348)
A-1-1 (CZ 1459)

ZONING DISTRICTS AND ZONING AREAS
HEMET-SAN JACINTO DISTRICT

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

HISTORIC PRESERVATION DISTRICTS
NOT IN AN HISTORIC PRESERVATION DISTRICT

SPECIFIC PLANS
NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE
NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS
NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS
NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBLITY ZONES
NOT IN AN AIRPORT COMPATIBILTY ZONE

ENVIRONMENTAL

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

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

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

WRMSHCP CELL NUMBER
NOT IN A CELL

HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)
NONE

VEGETATION (2005)
DEVELOPED/DISTURBED LAND

FIRE

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

FIRE RESPONSIBLITY AREA
STATE RESPONSIBILITY AREA

DEVELOPMENT FEES

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

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

ROAD & BRIDGE DISTRICT
NOT IN A DISTRICT

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

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

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)
SAN JACINTO VALLEY

SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)
NOT WITHIN AN SKR FEE AREA.

NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY
IN OR PARTIALLY WITHIN A CIRCULATION ELEMENT RIGHT-OF-WAY. SEE MAP FOR MORE INFORMATION. CONTACT THE TRANSPORTATION DEPT. PERMITS SECTION AT (951) 955-6790 FOR INFORMATION REGARDING THIS PARCEL IF IT IS IN AN UNINCORPORATED AREA.

ROAD BOOK PAGE
123

TRANSPORTATION AGREEMENTS
NOT IN A TRANSPORTATION AGREEMENT

CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS
NOT IN A CETAP CORRIDOR.

HYDROLOGY

FLOOD PLAIN REVIEW
WITHIN AREAS OF FLOODING SENSITIVITY. CONTACT THE FLOOD PLAIN MANAGEMENT SECTION AT (951) 955-1200 FOR INFORMATION

WATER DISTRICT
EMWD

FLOOD CONTROL DISTRICT
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED
SAN JACINTO VALLEY

GEOLOGIC

FAULT ZONE
NOT IN A FAULT ZONE

FAULTS
NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL
MODERATE

SUBSIDENCE
SUSCEPTIBLE

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

MISCELLANEOUS

SCHOOL DISTRICT
HEMET UNIFIED

COMMUNITIES
DIAMOND VALLEY

COUNTY SERVICE AREA
NOT IN A COUNTY SERVICE AREA.

LIGHTING (ORD. 655)
ZONE B, 23.22 MILES FROM MT. PALOMAR OBSERVATORY

2010 CENSUS TRACT
043304

URBAN-BUILT UP LAND

TAX RATE AREAS

071053
•COUNTY FREE LIBRARY
•COUNTY STRUCTURE FIRE PROTECTION
•COUNTY WASTE RESOURCE MGMT DIST
•CSA 152
•EASTERN MUN WATER IMP DIST 1
•EASTERN MUN WATER IMP DIST 14
•EASTERN MUN WTR IMP DIST 17
•EASTERN MUNICIPAL WATER
•FLOOD CONTROL ADMINISTRATION
•FLOOD CONTROL ZONE 4
•GENERAL
•GENERAL PURPOSE
•HEMET UNIFIED SCHOOL
•METRO WATER EAST 1301999
•MT SAN JACINTO JUNIOR COLLEGE
•RIV CO REG PARK & OPEN SPACE
•RIV. CO. OFFICE OF EDUCATION
•SAN JACINTO BASIN RESOURCE CONS
•SAN JACINTO VALLEY CEMETERY
•VALLEY HEALTH SYSTEM HOSP DIST
•VALLEY WIDE REC & PARK

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV1204026	NEIGHBORHOOD ENFORCEMENT	Jul. 17, 2012
CV1303306	ABATEMENT	Aug. 7, 2013

BUILDING PERMITS

Case #	Description	Status
107446	DWLG & ATT GAR	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
112645	TEMP POWER POLE	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
198992	DET GARAGE (24X36)	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BAR970333	CONVERT GARAGE AND ATTIC SPACE TO GUEST HOUSE	EXPIRED
BPL010445	REPLACE EXISTING SEPTIC SYSTEM	FINAL
BRS031658	CONVERT GARAGE TO GUEST DWELLING	FINAL
BXX011690	REPAIR TO SLAB AND FOUNDATION TO SFR	FINAL
BZ328607	PLANCHECK SWG& ATT GAR	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017

ENVIRONMENTAL HEALTH PERMITS

Case #	Description	Status
EHS030445	PLAN REVIEW	APPLIED

PLANNING PERMITS

Case #	Description	Status
NO PLANNING PERMITS	NOT APPLICABLE	NOT APPLICABLE

REPORT PRINTED ON...Mon Mar 03 16:09:53 2014
Version 131127

EXHIBIT "C"

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

Updated Lot Book

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street
Riverside CA 92501

Attn: Brent Steele
Reference: CV13-03306 / Regina Keyes
IN RE: CARR, ROBERT M.

Order Number: **30859**

Order Date: 3/3/2014
Dated as of:
County Name: Riverside

FEE(s):
Report: $60.00

Property Address: 40245 Newport Rd.
Hemet CA

RZ Title Reporting Service hereby reports, as disclosed by the Official Records of the Recorder of said County as of the date shown above, that subsequent to the date of the original report that (i) No document in the chain of title to said land has been recorded purporting to convey the fee title to said land, and (ii) No encumbrances affecting said land have been recorded nor has a homestead been executed on said land, and (iii) No encumbrances affecting said land on the date of the original report have been released or reconveyed.

All exceptions are as follows:

Assessor's Parcel No. : 469-091-012

Assessments:	Land Value:	$0.00
	Improvement Value:	$0.00
	Exemption Value:	$0.00
	Total Value:	$0.00

Property Taxes for the Fiscal Year	2013-2014
First Installment	$1,641.01
Penalty	$164.08
Status	NOT PAID-DELINQUENT
Second Installment	$1,641.01
Penalty	$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2014)
Prior Delinquencies for tax defaulted year(s)	2011-2012
Redemption Amount	$8,542.67
If paid by	03/31/2014

A Notice of Administrative Proceedings by the

City of	Murrieta
County of	Riverside
Recorded	10/07/2013
Document No.	2013-0482260

A Notice of Administrative Proceedings by the

City of	Murrieta
County of	Riverside
Recorded	10/07/2013
Document No.	2013-0482261

NO OTHER EXCEPTIONS

RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155

DOC # 2013-0482260
10/07/2013 02:59P Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

M
062

(space for recorder's use)

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:
ROBERT M CARR / TAMARA BEVILACQUA CARR)
and DOES I through X, Owners)

Case #: CV-1303306

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: 40245 NEWPORT RD, HEMET CA, 92543
PARCEL #: 469-091-012
LEGAL DESCRIPTION: 1.45 acres in LOT 18 of HEMET RIVERSIDE WALNUT EST TR, recorded in MB 16 page 48

VIOLATION(S): Riverside County Code (Ordinance) 15.16.020 (Ord. 457) Single Family Residence(with converted attached garage).,15.16.020 (Ord. 457) Guest House (Converted to 2nd unit),15.16.020 (Ord. 457) Accessory Structure-Shed,15.16.020 (Ord. 457) Accessory Structure-Carport, that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances)listed above; 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 Sections 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 CODE ENFORCEMENT DEPARTMENT

By: Hector Viray
Hector Viray, Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)SS
On 10/01/2013 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Commission #:2015670 Expires: March 28, 2017

Signature: Elizabeth B. Ross (Seal)

ELIZABETH B. ROSS
Commission # 2015670
Notary Public - California
Riverside County
My Comm. Expires Mar 28, 2017

RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155

DOC # 2013-0482261
10/07/2013 02:59P Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

M
062
(space for recorder's use)

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of: **Case #: CV-1204026**
ROBERT M CARR / TAMARA BEVILACQUA CARR)
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: 40245 NEWPORT RD, HEMET CA, 92543
PARCEL #: 469-091-012
LEGAL DESCRIPTION: 1.45 acres in LOT 18 of HEMET RIVERSIDE WALNUT EST TR, recorded in MB 16 page 48

VIOLATION(S): Riverside County Code (Ordinance) 15.48.040 (Ord. 457) Substandard Mobile Home/RV,15.08.010 (Ord. 457) Detached Garage and attic to 2nd unit,15.08.010 (Ord. 457) Converted Attached Garage,15.08.010 (Ord. 457) Accessory Structure(carport) with electric,15.08.010 (Ord. 457) Accessory Structure(shed) with electric. that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances)listed above; 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 Sections 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 CODE ENFORCEMENT DEPARTMENT
By: Hector Viray
Hector Viray, Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)SS
On 10/01/2013 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Commission #:2015670 Expires: March 28, 2017
Signature: Elizabeth B. Ross (Seal)

ELIZABETH B. ROSS
Commission # 2015670
Notary Public - California
Riverside County
My Comm. Expires Mar 28, 2017

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

Lot Book Report

Order Number: **29354**

Order Date: 8/27/2013
Dated as of: 8/19/2013
County Name: Riverside

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT
4080 Lemon Street
Riverside CA 92501

Attn: Brent Steele
Reference: CV12-04026/CV13-03306/E. Ross
IN RE: CARR, ROBERT M.

FEE(s):
Report: $120.00

Property Address: 40245 Newport Road
Hemet CA 92543

Assessor's Parcel No. : 469-091-012-8

Assessments:

Land Value:	$93,332.00
Improvement Value:	$193,854.00
Exemption Value:	$7,000.00
Total Value:	$280,186.00

Tax Information

Property Taxes for the Fiscal Year	2012-2013
First Installment	$1,608.92
Penalty	$160.87
Status	NOT PAID-DELINQUENT
Second Installment	$1,608.92
Penalty	$198.37
Status	NOT PAID-DELINQUENT

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

Order Number: 29354
Reference: CV12-04026/CV1

Property Vesting

The last recorded document(s) transferring title of said property

Document Type	Grant Deed
Dated	03/28/1991
Recorded	04/04/1991
Document No.	109982
D.T.T.	$222.75
Grantor	James R. Campbell and Evelyn E. Campbell, husband and wife
Grantee	Kelly C. Clark and Tamara Bevilacqua Clark, husband and wife as joint tenants

Document Type	Grant Deed
Dated	02/21/1992
Recorded	03/10/1992
Document No.	081418
D.T.T.	$0.00
Grantor	Kelly G. Clark and Tamara Bevilacqua Clark, husband and wife
Grantee	Kelly G. Clark and Tamara Bevilacqua Clark, husband and wife and Louis A. Bevilacqua and Dolores M. Bevilacqua, husband and wife, parents of Tamara Clark, all of joint tenants

Document Type	Grant Deed
Dated	04/06/2001
Recorded	05/21/2003
Document No.	2003-366439
D.T.T.	$0.00
Grantor	Kelly G. Clark
Grantee	Dolores Bevilacqua a widow, and Tamara Bevilacqua Carr, a married woman as her sole and seperate property as joint tenants

Affidavid-Death of	Joint Tenant
Dated	05/21/2003

Recorded	05/21/2003
Document No.	2003-366440
Decedent	Louis A. Bevilacqua aka Luigi Antonio Bevilacqua
Document Type	Grant Deed
Dated	07/24/2003
Recorded	08/12/2003
Document No.	2003-613996
D.T.T	$0.00
Grantor	Dolores Bevilacqua, a widow and Tamara Bevilacqua Carr, a married woman as her sole and separate property as joint tenants
Grantee	Robert M. Carr and Tamara Bevilacqua Carr, husband and wife as joint tenants
Property Now Vested as	Tamara Bevilacqua Clark, Dolores M. Bevilacqua, Robert M. Carr, and Tamara Bevilacqua Carr

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	07/24/2003
Recorded	08/12/2003
Document No.	2003-613997
Amount	$175,000.00
Trustor	Robert M. Carr and Tamara Bevilacqua Carr, husband and wife as joint tenants
Trustee	None Shown
Beneficiary	Loan Link Financial Services
Assignment Dated	08/06/2003
Recorded	01/30/2004
Document No.	2004-0069785
Assigned to	ABN Amro Mortgage Gourp, Inc.
Request for Notice Recorded	04/21/2010
Document No.	2010-0183334

Substitution of Trustee Recorded	07/08/2010
Document No.	2010-0320345
Trustee	Cal-Western Reconveyance Corporation
Position No.	2nd
A Deed of Trust Dated	08/15/2007
Recorded	09/12/2007
Document No.	2007-0576796
Amount	$52,000.00
Trustor	Robert M. Carr and Tamara Bevilacqua Carr, husband and wife as joint tenants by Shannon Obringer as attorney in Fact
Trustee	Escrow Closing Services, Inc.
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for E-Loan Inc., a Delaware Corporation

Additional Information

Abstract of Judgment Filed in the	Superior Court of California, County of Riverside - Central Judicial District
Case No.	RIC 389271
Recorded	01/22/2004
Document No.	2004-0044697
Amount	$36,956.21
Debtor	Bobby Carr
Creditor	State Farm General Insurance Company

Legal Description

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

LOT 18 OF BLOCK 7 OF HEMET RIVERSIDE WALNUT ESTATES TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 48 OF MAPS, RECORDED IN THE COUNTY RECORDER OF SAID COUNTY.

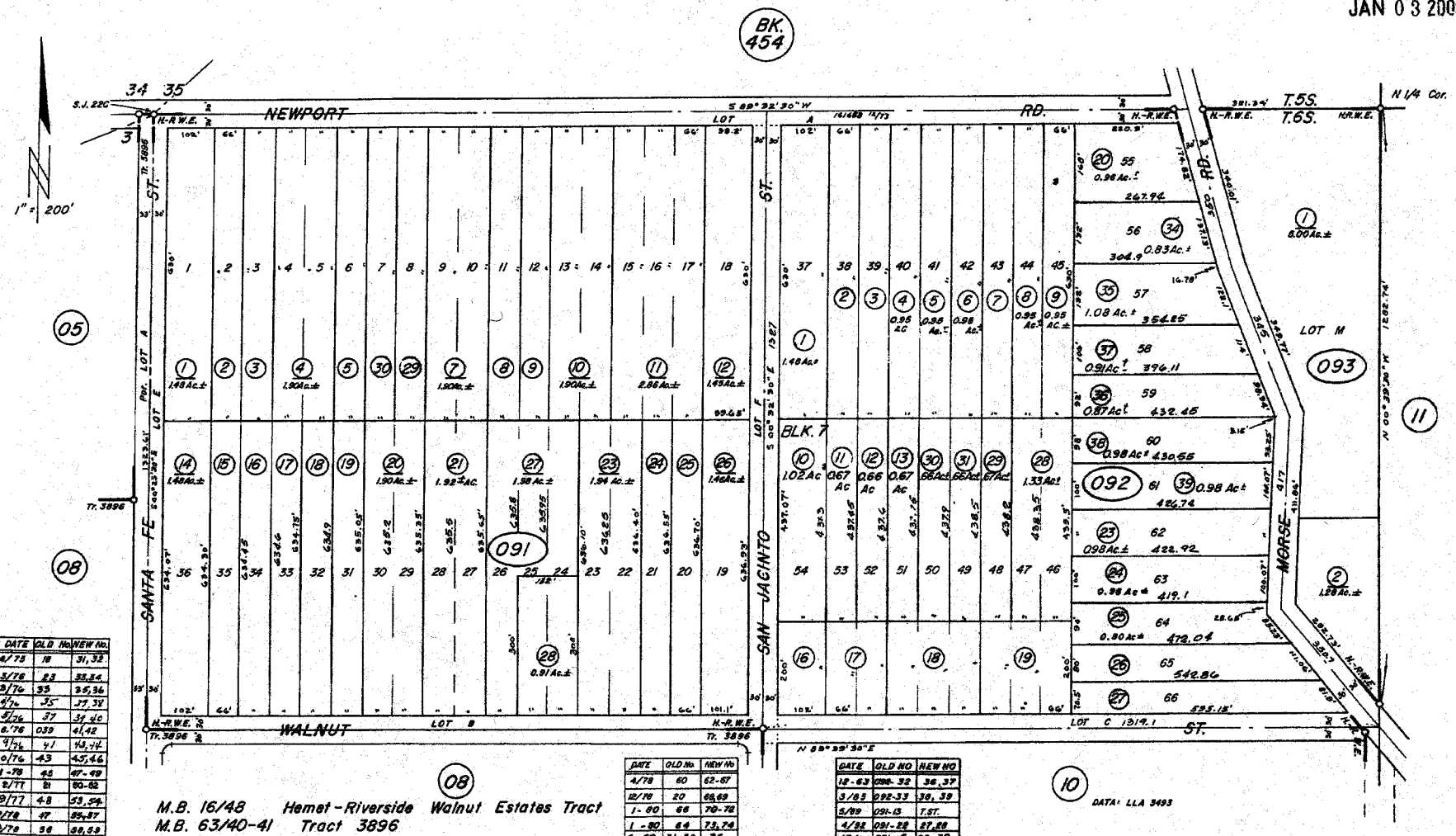
22-46-1

469-09 T.R.A. 7153

POR. NW 1/4 SEC. 2, T.6S., R.1W.

THIS MAP WAS PREPARED FOR ASSE... NO LIABILITY IS ASSUMED FOR ACCURACY OF THE DATA SHOWN ... PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ...

JAN 0 3 2005



DATE	OLD No	NEW No.
6/75	18	31, 32
5/76	23	33,34
3/76	35	35,36
4/76	35	37,38
5/76	37	39,40
6.76	039	41,42
9/76	41	43,44
10/76	43	45,46
11-78	45	47-49
2/77	21	50-52
9/77	48	53,54
2/78	47	55,57
2/79	56	58,59
3/78	58	60,61

DATE	OLD No	NEW No
4/78	60	62-67
12/78	20	68,69
1-80	66	70-72
1-80	64	73,74
4-80	31-32	75
8/80	B.K. 090	091,092, 093
01-81	092-015	092,009
01-81	092-014	092,031
2/81	092-22	32,33
6/83	092-21	34,35

DATE	OLD NO	NEW NO
12-63	092-32	36,37
3/85	092-33	38, 39
5/89	091-13	T.ST.
4/92	091-22	27,28
12/04	091-6	29, 30

M.B. 16/48 Hemet-Riverside Walnut Estates Tract
M.B. 63/40-41 Tract 3896

FEBRUARY 1971

DATA: LLA 3493

ASSESSOR'S MAP BK. 469 PG. 09
RIVERSIDE COUNTY, CALIF.
JB

Order No.
Escrow No. 2-1938-B
Loan No. Recording Requested By
CHICAGO TITLE COMPANY

WHEN RECORDED MAIL TO:
Kelly G. Clark and
Tamara Bevilacqua Clark
40245 Newport Road
Hemet, Calif. 92343

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

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

APR - 4 1991
Recorded in Official Records of Riverside County, California
William E. Conerly
Recorder
Fees $

1-009982

Apr.4,1991

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

as shown above

DOCUMENTARY TRANSFER TAX $ 222.75
XX Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax — Firm Name

GRANT DEED

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

JAMES R. CAMPBELL AND EVELYN E. CAMPBELL, Husband and Wife

hereby GRANT(S) to

KELLY G. CLARK AND TAMARA BEVILACQUA CLARK, Husband and Wife as Joint Tenants

the real property in the City of
County of Riverside, State of California, described as

Lot 18 of Block 7 of HEMET RIVERSIDE WALNUT ESTATES TRACT, as shown by map on file in Book 16, Page 48 of maps, Records of Riverside County, California.

Dated March 28, 1991

James R. Campbell
James R. Campbell

Evelyn E. Campbell
Evelyn E. Campbell

witnessed by: Val Jackson

STATE OF CALIFORNIA
COUNTY OF _____ } ss.
On _____
before me, the undersigned, a Notary Public in and for said State, personally appeared _____

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.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

Public Record

Order No.
Escrow No. 2-1938-B
Loan No. Recording Requested By
CHICAGO TITLE COMPANY

WHEN RECORDED MAIL TO:
Kelly G. Clark and
Tamara Bevilacqua Clark
40245 Newport Road
Hemet, Calif. 92343

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

RECEIVED FOR REC.
AT 2:00 O'CLOCK P.M.

APR - 4 1991
Recorder

Fee $

1-009982

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

as shown above

DOCUMENTARY TRANSFER TAX $ 222.75
XX Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax — Firm Name

GRANT DEED

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

JAMES R. CAMPBELL AND EVELYN E. CAMPBELL, Husband and Wife

hereby GRANT(S) to

KELLY G. CLARK AND TAMARA BEVILACQUA CLARK, Husband and Wife as Joint Tenants

the real property in the City of
County of Riverside, State of California, described as

Lot 18 of Block 7 of HEMET RIVERSIDE WALNUT ESTATES TRACT, as shown by map on file in Book 16, Page 48 of maps, Records of Riverside County, California.

Apr. 4, 1991

91-09982-16

STATE OF CALIFORNIA
COUNTY OF Riverside } ss.

On March 29, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Val Jackson, personally known to me (or proved to me on the basis of the oath of ..... a credible witness who is personally known to me) to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposed and said: That he/she resides in Hemet, California, that he/she was present and saw James R. Campbell and Evelyn E. Campbell, personally known to him/her to be the same person(s) described in and who executed the within instrument, as a party(ies) thereto, sign, seal and deliver the same and that said party(ies) duly acknowledged in the presence of said affiant, that he/she/they executed the same, and that said affiant, thereupon at the party's(ies') request, subscribed his/her name as a witness thereto.

WITNESS my hand and official seal.
Signature Barbara E. Buffington

OFFICIAL SEAL
BARBARA E. BUFFINGTON
Notary Public - California
RIVERSIDE COUNTY
My Commission Expires Mar. 20 1994

(This area for official notarial seal)

(notarial seal)

1002 (6/82)

2000 (6/82) — (Witness) First American Title Company

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME Kelly G. Clark and
ADDRESS Tamara Bevilacqua Clark
CITY & STATE ZIP 40245 Newport Road
Hemet, CA 92543

Title Order No. Escrow No.

081418

RECORDED FOR RECORD AT 8 O'CLOCK

MAR 10 1992

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned declares that the documentary transfer tax is $ -0- and is
☒ computed on the full value of the interest or property conveyed, or is
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
☐ unincorporated area ☐ city of and

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

Kelly G. Clark and Tamara Bevilacqua Clark, husband and wife

hereby GRANT(S) to Kelly G. Clark and Tamara Bevilacqua Clark, husband and wife, and Louis A. Bevilacqua and Dolores M. Bevilacqua, husband and wife, parents of Tamara Clark, all of joint tenants

the following described real property in the county of Riverside, state of California:

Lot 18 of Block 7 of Hemet Riverside Walnut Estates Tract, as shown by map on file in book 15, Page 48 of maps, Records of Riverside County, California.

Dated 2-21-92

Kelly G. Clark
Tamara Bevilacqua Clark

STATE OF CALIFORNIA
COUNTY OF Riverside } SS.
On this the 21 day of February 19 92 before me the undersigned, a Notary Public in and for said County and State, personally appeared KELLY G. CLARK AND TAMARA BEVILACQUA CLARK

personally known to me or proved to me on the basis of satisfactory evidence to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

Signature of Notary

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
RIVERSIDE COUNTY, CALIFORNIA
My Comm. Expires Nov. 16, 1994

Assessor's Parcel No.

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

Name Street Address City & State

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

Tamara Bevilacqua Carr
40245 Newport Road
Hemet, CA 92543

DOC # 2003-366439
05/21/2003 08:00A Fee:7.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

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7

DOCUMENTARY TRANSFER TAX $ --0--

X... Computed on the consideration or value of property conveyed; OR

..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax — Firm Name

C
MA

TRA - 006

GRANT DEED

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

Kelly G. Clark

hereby GRANT(S) to Dolores Bevilacqua a widow, and Tamara Bevilacqua Carr a married woman as her sole and seperate property as joint tenants.

the real property in the City of HEMET
County of Riverside , State of California, described as

LOT 18 of Block 7of Hemet Riverside Walnut Estates Tract, as shown by map on file in book 16, page 48 of maps, Records of Riverside County, California.

Dated 04-06-01

Kelly G Clark
KELLY G. CLARK

STATE OF CALIFORNIA }
COUNTY OF Riverside } ss.

On April 6 2001 before me,
Duncan D. Hart,
personally appeared Kelly G. Clark,

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 Duncan D Hart

(This area for official notarial seal)

MAIL TAX STATEMENTS TO:

DUNCAN D. HART
Comm. # 1257505
NOTARY PUBLIC-CALIFORNIA
Riverside County
My Comm. Expires Mar. 22, 2004

1002 (1/94)

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

Tamara Bevilacqua Carr
40245 Newport Road
Hemet, CA 92543

DOC # 2003-366440
05/21/2003 08:00A Fee:10.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

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A	R	L			COPY	LONG	REFUND	NCHG	EXAM

10

AFFIDAVIT — DEATH OF JOINT TENANT

C
MA

STATE OF CALIFORNIA }
COUNTY OF Riverside } ss.
}

Tamara Bevilacqua Carr, of legal age, being first duly sworn, deposes and says:
That Louis A. Bevilacqua AKA (Luigi Antonio Bevilacqua), the decedent mentioned in the attached certified copy of Certificate of Death is the same person as Louis A. Bevilacqua
named as one of the parties in that certain GRANT DEED dated February 21, 1992
executed by Kelly G. Clark and Tamara Bevilacqua Clark
to Kelly G. Clark and Tamara Bevilacqua Clark and Louis A. Bevilacqua and Dolores M. Bevilacqu
as joint tenants, recorded as Instrument No. 81418 on March 18, 1992 in
Book N/A, Page N/A, of Official Records of Riverside County, California,
covering the following described property situated in the County of Riverside, State of California.
Lot 18 of Block 7 of Hemet Riverside Walnut Estates Tract, as shown by map on file in book 16, page 48 of maps, Records of Riverside County, California.

Dated 5/21/03

Tamara Bevilacqua Carr
Tamara Bevilacqua Carr

SUBSCRIBED AND SWORN TO before me, the undersigned,
a Notary Public in and for said State,
this 21st day of May, 2003
WITNESS my hand and official seal.

Signature Jacki Espino
JACKI ESPINO
Name (Typed or Printed)

JACKI ESPINO
Comm. # 1333806
NOTARY PUBLIC CALIFORNIA
Riverside County
My Comm. Expires Dec. 8, 2006

(This area for official notarial seal)

1150 (1/94)

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

STATE OF CALIFORNIA

USE BLACK INK ONLY. NO ERASURES, WHITEOUTS OR ALTERATIONS

VS-11 (REV. 2/98)

STATE FILE NUMBER: 31998033008023 — LOCAL REGISTRATION NUMBER

DECEDENT PERSONAL DATA

1. NAME OF DECEDENT—FIRST (GIVEN): Luigi
2. MIDDLE: Antonio
3. LAST (FAMILY): Bevilacqua
4. DATE OF BIRTH MM/DD/CCYY: 06/12/1931
5. AGE (YRS): 67
6. SEX: M
7. DATE OF DEATH MM/DD/CCYY: 09/08/1998
8. HOUR: 1635
9. STATE OF BIRTH: CT
10. SOCIAL SECURITY NO.: 279-28-6348
11. MILITARY SERVICE: [X] YES [ ] NO [ ] UNK
12. MARITAL STATUS: Married
13. EDUCATION—YEARS COMPLETED: 12
14. RACE: White
15. HISPANIC—SPECIFY: [ ] YES [X] NO
16. USUAL EMPLOYER: Kaiser Steel
17. OCCUPATION: Steel Worker
18. KIND OF BUSINESS: Steel Production
19. YEARS IN OCCUPATION: 25

USUAL RESIDENCE

20. RESIDENCE—STREET AND NUMBER OR LOCATION: 40245 E. Newport
21. CITY: Hemet
22. COUNTY: Riverside
23. ZIP CODE: 92543
24. YRS IN COUNTY: 7
25. STATE OR FOREIGN COUNTRY: CA.

INFORMANT

26. NAME, RELATIONSHIP: Terri Ceballos - Daughter
27. MAILING ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP): 9072 Oleander, Fontana, CA. 92335

SPOUSE AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE—FIRST: Dolores
29. MIDDLE: Mae
30. LAST (MAIDEN NAME): East
31. NAME OF FATHER—FIRST: Gregorio
32. MIDDLE: -
33. LAST: Bevilacqua
34. BIRTH STATE: Italy
35. NAME OF MOTHER—FIRST: Carmela
36. MIDDLE: -
37. LAST (MAIDEN): Tufano
38. BIRTH STATE: Italy

DISPOSITION

39. DATE MM/DD/CCYY: 09/16/1998
40. PLACE OF FINAL DISPOSITION: Riverside National Cemetery 22495 Van Buren, Riverside, CA. 92508

FUNERAL DIRECTOR AND LOCAL REGISTRAR

41. TYPE OF DISPOSITION: CR/BU
42. METHOD OF EMBALMING: Not Embalmed
43. LICENSE NO.: -
44. NAME OF FUNERAL DIRECTOR: Lambert Family Mortuary AFS
45. LICENSE NO.: FD1261
46. SIGNATURE OF LOCAL REGISTRAR: [signature] MD
47. DATE MM/DD/CCYY: 09/16/1998

PLACE OF DEATH

101. PLACE OF DEATH: Hemet Valley Medical Center
102. IF HOSPITAL, SPECIFY DOA: [X] IP [ ] ER/OP [ ] DOA
103. FACILITY OTHER THAN HOSPITAL: [ ] CONV. HOME [ ] RES. [ ] OTHER
104. COUNTY: Riverside
105. STREET ADDRESS—STREET AND NUMBER OR LOCATION: 1117 E. Devonshire, Hemet, CA. 92543
106. CITY: Hemet

CAUSE OF DEATH

107. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, C, AND D)

IMMEDIATE CAUSE (A) Cardiorespiratory Arrest — Min.

DUE TO (B) Acute Myocardial infection — Days

DUE TO (C) Atherosclerotic Heart Disease — years

DUE TO (D)

TIME INTERVAL BETWEEN ONSET AND DEATH

108. DEATH REPORTED TO CORONER: [X] YES [ ] NO — CORONER'S CASE NUMBER: 98A252

109. AUTOPSY PERFORMED: [ ] YES [X] NO

110. AUTOPSY FINDINGS CAUSE: [ ] YES [X] NO

111. USED IN DETERMINING CAUSE: [ ] YES [X] NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 107: no

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? IF YES, LIST TYPE OF OPERATION AND DATE: no

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. DECEDENT EXTERNALLY DEAD: 09/08/1998 — DECEDENT LAST SEEN ALIVE: 09/08/1998

115. SIGNATURE AND TITLE OF CERTIFIER: [signature] M.D.
116. LICENSE NO.: A44586
117. DATE MM/DD/CCYY: 09/14/1998
118. TYPE OF ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP: Rakesh Gupta M.D. 341 E. Main, San Jacinto, CA 92583

CORONER'S USE ONLY

I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.

119. MANNER OF DEATH: [ ] NATURAL [ ] ACCIDENT [ ] SUICIDE [ ] HOMICIDE [ ] PENDING INVESTIGATION [ ] COULD NOT BE DETERMINED

120. INJURY AT WORK: [ ] YES [ ] NO
121. INJURY DATE MM/DD/CCYY
122. HOUR
123. PLACE OF INJURY
124. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)
125. LOCATION (STREET AND NUMBER OR LOCATION AND CITY, ZIP)
126. SIGNATURE OF CORONER OR DEPUTY CORONER
127. DATE SIGNED/CY
128. TYPED NAME, TITLE OF CORONER OR DEPUTY CORONER

STATE REGISTRAR

A | B | C | D | E | F | G | H | FAX AUTH. # 096449 | CENSUS TRACT

2003-366440 05/21/2003 08:00A 2 of 2

033402434

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, County Clerk-Recorder.

DATE ISSUED MAY 21 2003

This copy is not valid unless prepared on engraved border displaying date, seal and signature of the County Clerk-Recorder.

GARY L. ORSO
COUNTY CLERK-RECORDER
RIVERSIDE COUNTY, CALIFORNIA

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

DOC # 2003-613996
08/12/2003 08:00A Fee:33.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

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Space Above This Line for Recorder's Use Only

RECORDING REQUESTED BY
DIVERSIFIED TITLE COMPANY
When recorded mail document and tax statement to:
ROBERT M. CARR
TAMARA BEVILACQUA CARR
40245 NEWPORT ROAD
HEMET, CA 92543

A.P.N.: 469-091-012-8 TRA #: 006 Order No.: E5306107-24 Escrow No.: 500358-DB

33

GRANT DEED

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THE UNDERSIGNED GRANTOR(s) DECLARE(s) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY $ 0
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
unincorporated area; [X] City of HEMET, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
DOLORES BEVILACQUA, A WIDOW AND TAMARA BEVILACQUA CARR, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY AS JOINT TENANTS

hereby GRANT(s) to **ROBERT M. CARR and TAMARA BEVILACQUA CARR, HUSBAND AND WIFE AS JOINT TENANTS**

the real property in the City of HEMET, County of RIVERSIDE, State of California, described as follows:

Lot 18 of Block 7 of Hemet Riverside Walnut Estates Tract, as shown by map on file in Book 16, Page 48 of maps, Records of Riverside County, California.

Dolores Bevilacqua
DOLORES BEVILACQUA

Tamara Bevilacqua Carr
TAMARA BEVILACQUA CARR

Document Date: July 24, 2003

STATE OF CALIFORNIA)SS
COUNTY OF Riverside)
On July 25, 2003 before me, Lori Hope Spurgeon Notary Public
personally appeared Dolores Bevilacqua + Tamara Bevilacqua Carr,
~~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 Lori Hope Spurgeon

This area for official notarial seal.

LORI HOPE SPURGEON
Commission # 1341503
Notary Public - California
Riverside County
My Comm. Expires Jan 27, 2006

GOVERNMENT CODE 27361.7

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

Name of the Notary: LORI HOPE SPURGEON

Commission Number: 1341503 Date Commission Expires: JAN. 27, 2006

County where Bond is Filed: RIVERSIDE COUNTY

Manufacturer / Vender Number: NNA1

Place of Execution: RIVERSIDE Date: JULY 25, 2003

Signature: _____
LEA C. SANTOS

4/94
Recorder Form #R10

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DIVERSIFIED TITLE & ESCROW SERVICES COMPANY

Order Number: E5306107-24

Exhibit "A"

LOT 18 OF BLOCK 7 OF HEMET RIVERSIDE WALNUT ESTATES TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 48 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

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Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

Recording Requested By:
DIVERSIFIED TITLE & ESCROW SERVICES COMPANY
Return To:
LOAN LINK FINANCIAL SERVICES
31 JOURNEY #200
ALISO VIEJO, CALIFORNIA 92656
Attn.: SHIPPING DEPT./DOC. CONTROL
Prepared By:

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DEED OF TRUST

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469-091-012-6

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 **July 24, 2003**, together with all Riders to this document.
(B) "Borrower" is **ROBERT M. CARR and TAMARA BEVILACQUA CARR husband and wife as joint tenants.** Borrower's address is **40245 NEWPORT ROAD, HEMET, CALIFORNIA 92543.** Borrower is the trustor under this Security Instrument.
(C) "Lender" is **LOAN LINK FINANCIAL SERVICES.** Lender is a corporation organized and existing under the laws of **the State of CALIFORNIA.** Lender's address is **31 JOURNEY #200, ALISO VIEJO, CALIFORNIA 92656.** Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is .
(E) "Note" means the promissory note signed by Borrower and dated **July 24, 2003.** The Note states that Borrower owes Lender **One Hundred Seventy Five Thousand And 00/100** Dollars (U.S. $ **175,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 1, 2023.**
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "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.

Public Record

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

[ ] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[ ] Other(s) [specify]

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

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

(Q) "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

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the of

County of **RIVERSIDE**:
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 18 OF BLOCK 7 OF HEMET RIVERSIDE WALNUT ESTATES TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 48 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Parcel ID Number: **469-091-012-8**

which currently has the address of

40245 NEWPORT ROAD [Street]

HEMET [City], California **92543** [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the

escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability

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and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage

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

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

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

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

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

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

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

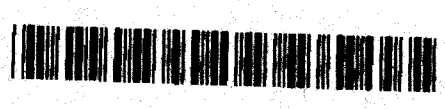
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized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

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

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

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c)



agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in

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compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products). Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold.

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

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

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

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

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

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

Witnesses:

_____ _____ (Seal)
ROBERT M. CARR -Borrower

_____ _____ (Seal)
TAMARA BEVILACQUA CARR -Borrower

_____ _____ (Seal)
-Borrower

_____ _____ (Seal)
-Borrower

State of California
County of Riverside } ss.

On July 25, 2003 before me, Lori Hope Spurgeon, Notary public personally appeared

ROBERT M. CARR and TAMARA BEVILACQUA CARR

~~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.

LORI HOPE SPURGEON
Commission # 1341503
Notary Public - California
Riverside County
My Comm. Expires Jan 27, 2006

_____ (Seal)

Form 3005 1/01

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GOVERNMENT CODE 27361.7

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

Name of the Notary: LORI HOPE SPURGEON

Commission Number: 1341503 Date Commission Expires: JAN. 27, 2006

County where Bond is Filed: RIVERSIDE COUNTY

Manufacturer / Vender Number: NNA1

Place of Execution: RIVERSIDE Date: JULY 25, 2003

Signature: _____
LEA C. SANTOS

4/94
Recorder Form #R10

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RECORDING REQUESTED B

AND WHEN RECORDED MAIL TO
NAME LOAN LINK FINANCIAL SERVICES
ADDRESS 31 JOURNEY #200
CITY & STATE ALISO VIEJO, CALIFORNIA 92656

/ N: 1 3 2 3 1991

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Page 1 of 2
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
ABN AMRO MORTGAGE GROUP, INC.
777 EAST EISENHOWER PARKWAY, SUITE 700
ANN ARBOR, MICHIGAN 48108-3258
all beneficial interest under that certain Deed of Trust dated **July 24, 2003**, executed by **ROBERT M. CARR and TAMARA BEVILACQUA CARR husband and wife as joint tenants** Trustor, to _____, Trustee, and recorded as Instrument No. 2003613997 on AUG 07 2003 in book _____, page _____, of Official Records in the County Recorder's office of **RIVERSIDE** County, California, describing land therein as:

LOT 18 OF BLOCK 7 OF HEMET RIVERSIDE WALNUT ESTATES TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 48 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated

Shari M. Leonard
Shari M Leonard

State of California)
County of orange) ss.
)

On August 6, 2003 before me, Stacy Von Moos
personally appeared Shari M. Leonard, 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.

Stacy Von Moos (Seal)

FOR NOTARY SEAL OR STAMP
STACY VON MOOS
Comm # 1335186
NOTARY PUBLIC CALIFORNIA
Orange County
My Comm. Expires Dec. 16, 2005

Title Order No. **E5306107-24** Escrow No. **0500358-DB**

caassign 4/94

Government Code 27361.7

I Certify Under Penalty of Perjury That The Notary Seal On The Document To Which This Statement Is Attached Reads As Follows:

Name of Notary: Stacey Von Moos

Commission No: 1335186

Date Commission Expires: Dec 16, 2005

County: Orange

By

Date: 1/30/04

- 3PA

Glenn M. Perrell Atty @ law
Recording Requested By
When Recorded Mail To

Cal-Western Reconveyance Corp.
P.O. Box 22004
525 East Main Street
El Cajon CA 92022-9004

1277248-10 *NODXR*
Trustee Sale No. 1277248-10
APN: 469-091-012-8
Loan No. XXXXX1991 Ref: CARR, ROBERT
Property Address: 40245 NEWPORT ROAD, HEMET CA 92543

DOC # 2010-0183334
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County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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NOTICE OF DEFAULT

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice). This amount is $8,411.98 as of April 20, 2010, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

CITIMORTGAGE, INC.

C/O CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON 9004 CA 92022-9004
(619)590-9200

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

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Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN:

CAL-WESTERN RECONVEYANCE CORPORATION is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a deed of trust dated July 24, 2003 executed by

ROBERT M. CARR AND TAMARA BEVILACQUA CARR HUSBAND AND WIFE AS JOINT TENANTS as trustor, to secure certain obligations in favor of LOAN LINK FINANCIAL SERVICES. A CORPORATION as beneficiary, recorded as document 2003-613997 on August 12, 2003 in book XX page XX official records in the office of County Recorder of RIVERSIDE County, California, describing land therein as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST,

said obligations including a promissory note for the principal sum of $175,000.00.
That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Failure to pay the monthly payment due October 1, 2009 of principal and interest and subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.

That by reason thereof the present beneficiary under such Deed of Trust has deposited with said trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The mortgagee, beneficiary or authorized agent for the mortgagee or beneficiary pursuant to California Civil Code § 2923.5(b) declares that the mortgagee, beneficiary or the mortgagee's or beneficiary's authorized agent has either contacted the borrower or tried with due diligence to contact the borrower as required by California Civil Code 2923.5.

T.S. 1277248-10
Dated: April 20, 2010

CAL-WESTERN RECONVEYANCE CORPORATION
LSI TITLE COMPANY, AS AGENT

Signature By _____
V. Armenta

Public Record

20A3

RECORDING REQUESTED BY:

100244250

AND WHEN RECORDED MAIL TO:

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004

1277248-10 *SUBXR*

SPACE

LOAN NO.: XXXXX1991 T.S. NO.: 1277248-10

DOC # 2010-0320345
07/08/2010 08:00A Fee:24.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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SUBSTITUTION OF TRUSTEE

This Form Provided By Cal-Western Reconveyance Corporation

WHEREAS, ROBERT M. CARR AND TAMARA BEVILACQUA CARR HUSBAND AND WIFE AS JOINT TENANTS was the original Trustor,

TRUSTEE NOT SET OUT
was the original Trustee,

and LOAN LINK FINANCIAL SERVICES. A CORPORATION was the original Beneficiary

under that certain Deed of Trust dated July 24, 2003 and recorded on August 12, 2003 as Instrument No. 2003-613997, in book XX, page XX of Official Records of RIVERSIDE County, California, and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of present Trustee thereunder, in the manner in said Deed of Trust provided.

NOW, THEREFORE, the undersigned hereby substitutes

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET, P.O. BOX 22004
EL CAJON CA 92022-9004

as Trustee under said Deed of Trust.

Public Record

Order: Non-Order Search Doc: RV:2010 00320345 Page 1 of 3

SUBSTITUTION OF TRUSTEE

Loan No.: XXXXX1991
T.S. No.: 1277248-10

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated 04-15-10

CITIMORTGAGE, INC., AS SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC.

X _____
Jason Jenkins, Assistant Vice President

Jason

State of Missouri
County of Saint Charles
On JUN 17 2010 before me, Dennis J Luecke,
a Notary Public, personally appeared Jason Jenkins, 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.

WITNESS my hand and official seal (Seal)

Signature _____

DENNIS J. LUECKE
Notary Public - Notary Seal
State of Missouri
St. Charles County
Commission #08672763
My Commission Expires 11/04/2012

Dennis J Luecke
Missouri
#08672763
Exp. 11-4-12

Public Record

CAL-WESTERN RECONVEYANCE CORPORATION

T.S NO. 1277248-10

LOAN NO. XXXXXX 1991

AFFIDAVIT OF MAILING SUBSTITUTION OF TRUSTEE
PURSUANT TO CALIFORNIA CIVIL CODE §2934a

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

THE UNDERSIGNED BEING SWORN, SAY(S):

A COPY OF THE SUBSTITUTION OF TRUSTEE HAS BEEN MAILED, PRIOR TO OR CONCURRENTLY WITH THE RECORDING THEREOF, IN THE MANNER PROVIDED IN SECTION 2934a OF THE CIVIL CODE OF CALIFORNIA, TO ALL PERSONS TO WHOM A COPY OF THE NOTICE OF DEFAULT WOULD BE REQUIRED TO BE MAILED BY THE PROVISIONS OF SUCH SECTION.

Dated: JUL 01 2010

Matt Palsson

Matt Palsson

State of California
County of San Diego

On JUL 02 2010 before me, Jeffrey Starling, a Notary Public, personally appeared Matt Palsson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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. (Seal)

Signature Jeffrey Starling

JEFFREY STARLING
COMMISSION # 1858755
Notary Public - California
SAN DIEGO COUTY
My Comm. Expires Jul 24 2013

#1858755 Exp 7-24-13

ASUB.DOC Rev. 10/02/09

Cal-Western Reconveyance Corporation
525 East Main Street, El Cajon, California 92020 •P.O. Box 22004, El Cajon, California 92022-9004
TEL: (619) 590-9200 •FAX: (619) 590-9299 • Website: www.cwrc.com

Public Record

DOC # 2007-0576796
09/12/2007 08:00A Fee:33.00
Page 1 of 9
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

After Recording Return To:

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

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Title Order No.: 10-10065169
Escrow No.: 10-10065169
LOAN #: E0626176

DEED OF TRUST

MIN 100039650006261767

THIS DEED OF TRUST is made this 15TH day of AUGUST, 2007, among the Trustor, Robert M. Carr and Tamara Bevilacqua Carr, husband and wife as joint tenants by Shannon Obringer as attorney in Fact

(herein "Borrower") and

ESCROW CLOSING SERVICES, INC.

(herein "Trustee").

The Beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
E-LOAN, INC., A DELAWARE CORPORATION

organized and existing under the laws of THE STATE OF DELAWARE whose address is 6230 STONERIDGE MALL ROAD, PLEASANTON, CA 94588

(herein "Lender").

Public Record

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the
COUNTY [Type of Recording Jurisdiction] of Riverside, [Name of Recording Jurisdiction]:
See Exhibit "A"/legal description attached hereto and made a part hereof.
APN #: 469-091-012-8

which has the address of 40245 Newport Rd, Hemet [Street] [City]

California 92543 (herein "Property Address");
[ZIP Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to 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 or canceling this Security Instrument.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated AUGUST 15, 2007, and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. $52,000.00 with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on SEPTEMBER 1, 2022, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly

Public Record

premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

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

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

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

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

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

5. **Hazard Insurance.** Borrower 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

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

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

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

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

Public Record

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

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

10. 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 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

Public Record

As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

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 delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

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 and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be 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 such order as Trustee may determine. 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 Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale

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contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. Substitute Trustee. Lender, at Lender's 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 where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. The procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

22. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the Civil Code of California.

23. Statement of Obligation. Lender may collect a fee not to exceed $50.00 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

24. Riders. All Riders to this document are executed by Borrower. The following Riders are to be executed by the Borrower [check box as applicable]:

[ ] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[x] Balloon Rider	[ ] Planned Unit Development Rider	[ ] Other(s) [specify]
[ ] 1-4 Family Rider	[ ] Biweekly Payment Rider	

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

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

Public Record

LOAN #: E0626176

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Robert M Carr by Shannon Obringer as Attorney in Fact (Seal)
Robert M. Carr by Shannon Obringer as Attorney in Fact

Tamara Bevilacqua Carr by Shannon Obringer as Attorney in Fact (Seal)
Tamara Bevilacqua Carr by Shannon Obringer as Attorney in Fact

State of ~~CALIFORNIA~~ Pennsylvania
County of Allegheny

On August 16 2007 before me, Magda Esposito, Notary Public (here insert name and title of the officer), personally appeared *Robert M. Carr AND Tamara Bevilacqua Carr 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.
* Shannon Obringer as Attorney in fact for

WITNESS my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Magda Esposito, Notary Public
Moon Twp., Allegheny County
My Commission Expires Oct. 4, 2009
Member, Pennsylvania Association of Notaries

(SIGNATURE AND SEAL OF NOTARY)
Magda Esposito

CALIFORNIA - SECOND MORTGAGE - 1/80 - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3005 Amended 5/93
Modified by Online Documents, Inc.
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CACSECLD
08-15-2007 9:06

Public Record

LOAN #: E0626176

BALLOON RIDER TO SECURITY INSTRUMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned agree that the certain Security Instrument (Deed of Trust/Mortgage/Security Deed) of even date to which this Rider is attached shall be subject to the following provisions, notwithstanding any provisions to the contrary contained in said Security Instrument securing same:

BALLOON PAYMENT

This loan is payable at the end of FIFTEEN (15) year(s). You must repay the entire principal balance of the loan and the unpaid interest then due. The lender is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets you may own, or you will have to find a lender which may be the lender you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all closing costs normally associated with a new loan, even if you obtain refinancing from the same lender.

At least ninety (90) but no more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice prior to the Maturity Date, and the amount of the "Balloon Payment" which will be due on the Maturity Date (assuming all scheduled payments due between the date of the notice and the Maturity Date are made on time).

Robert M Carr by Shannon Obringer as attorney in fact 8/16/07

Robert M. Carr by Shannon Obringer as attorney in Fact Date

Tamara Bevilacqua Carr by Shannon Obringer as attorney in fact 8/16/07

Tamara Bevilacqua Carr by Shannon Obringer as attorney in Fact Date

(12/01)
Online Documents, Inc.

P3518BLR P3518BLL 0701
08-15-2007 9:06

Loan # : E0626176
Borrower : Robert Carr
Tamara Carr

Exhibit A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of CA, County of RIVERSIDE, City of HEMET and described as follows:

Lot 18 of Block 7 of Hemet Riverside Walnut Estates Tract, County of Riverside, State of California, as shown by Map on file in Book 16, Page 48 of Maps, Records of Riverside County, California.

Assessor's Parcel No: 469-091-012-8
Street Address: 40245 NEWPORT RD
HEMET, CA, 92543

U41253427-02EC09
DEED OF TRUST
LOAN# E0626176
US Recordings

Version 1

DOC # 2004-0044697
01/22/2004 08:00A Fee:18.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

JOHN P. VANNI
DAVID P. BRODIE

AND WHEN RECORDED MAIL TO:

JOHN P. VANNI/DAVID P. BRODIE
BONNIE R. MOSS & ASSOCIATES
1600 Iowa Ave., Suite 200
Riverside, CA 92507-2401

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
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A	R	L			COPY	LONG	REFUND	NCHG	EXAM

(20)

M
SF

ABSTRACT OF JUDGMENT

Title of Document

THIS AREA FOR RECORDER'S USE ONLY

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

ACR 238-02 (REV 03/02)

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address): TEL NO: (909) 328-2000

☒ Recording requested by and return to:

DAVID P BRODIE, State Bar No. 128648
BONNIE R. MOSS & ASSOCIATES
1600 IOWA AVENUE, SUITE 200
RIVERSIDE, CA 92507-2401

☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

FOR RECORDER'S USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 4050 Main Street
MAILING ADDRESS: 4050 Main Street
CITY AND ZIP CODE: Riverside, California 92501-3703
BRANCH NAME: Central Judicial District

PLAINTIFF: STATE FARM GENERAL INSURANCE COMPANY
DEFENDANT: BOBBY CARR

ABSTRACT OF JUDGMENT ☒ **Amended**

Case Number: RIC 389271

FOR COURT USE ONLY

1. The ☒ judgment creditor ☐ assignee of record applies for an abstract of judgment and represents the following:
   a. Judgment debtor's
   Name and last known address

   Bobby Carr
   1751 Hamner Avenue
   Norco, CA 92860

   NOTIFICATION MAILED
   USA POSTAL SERVICE

   b. Driver's license No. and state: ☒ Unknown
   c. Social Security No.: 418-80-2214 ☐ Unknown
   d. Summons or notice of entry of sister-state judgment was personally served or mailed to (*name and address*): SAME AS ABOVE

   e. ☐ Original abstract recorded in this county:
   (1) Date:
   (2) Instrument No.:

   f. ☐ Information on additional judgment debtors is shown on page two.

Date: January 1, 2004

DAVID P BRODIE
(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

2. a. ☒ I certify that the following is a true and correct abstract of the judgment entered in this action.
   b. ☐ A certified copy of the judgment is attached.
3. Judgment creditor (*name and address*):
   STATE FARM GENERAL INSURANCE COMPANY
   whose **address** appears on this form above the court's name.
4. Judgment debtor (*full name as it appears in judgment*):
   BOBBY CARR
5. a. Judgment entered on (*date*): September 17, 2003
   b. Renewal entered on (*date*):

(SEAL) SUPERIOR COURT OF CALIFORNIA EUREKA COUNTY OF RIVERSIDE

This abstract issued on (*date*): JAN 13 2004

6. Total amount of judgment as entered or last renewed: $36,956.21
7. ☐ An ☐ execution lien ☐ attachment lien is endorsed on the judgment as follows:
   a. Amount: $
   b. In favor of (*name and address*):
8. A stay of enforcement has
   a. ☒ not been ordered by the court.
   b. ☐ been ordered by the court effective until (*date*):
9. ☐ This judgment is an installment judgment.

Clerk, by D. Mathews, Deputy

Public Record

Order: Non-Order Search Doc: RV:2004 00044697

PLAINTIFF: STATE FARM GENERAL INSURANCE COMPANY	CASE NUMBER:
DEFENDANT: BOBBY CARR	RIC 389271

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

10. Name and last known address

Driver's license No. & state: ☐ Unknown

Social Security No.: ☐ Unknown

Summons was personally served at or mailed to (*address*):

11. Name and last known address

Driver's license No. & state: ☐ Unknown

Social Security No.: ☐ Unknown

Summons was personally served at or mailed to (*address*):

12. Name and last known address

Driver's license No. & state: ☐ Unknown

Social Security No.: ☐ Unknown

Summons was personally served at or mailed to (*address*):

13. Name and last known address

Driver's license No. & state: ☐ Unknown

Social Security No.: ☐ Unknown

Summons was personally served at or mailed to (*address*):

14. Name and last known address

Driver's license No. & state: ☐ Unknown

Social Security No.: ☐ Unknown

Summons was personally served at or mailed to (*address*):

15. Name and last known address

Driver's license No. & state: ☐ Unknown

Social Security No.: ☐ Unknown

Summons was personally served at or mailed to (*address*):

16. Name and last known address

Driver's license No. & state: ☐ Unknown

Social Security No.: ☐ Unknown

Summons was personally served at or mailed to (*address*):

17. Name and last known address

Driver's license No. & state: ☐ Unknown

Social Security No.: ☐ Unknown

Summons was personally served at or mailed to (*address*):

18. ☐ Continued on attachment 18.

Public Record

Order: Non-Order Search Doc: RV:2004 00044697

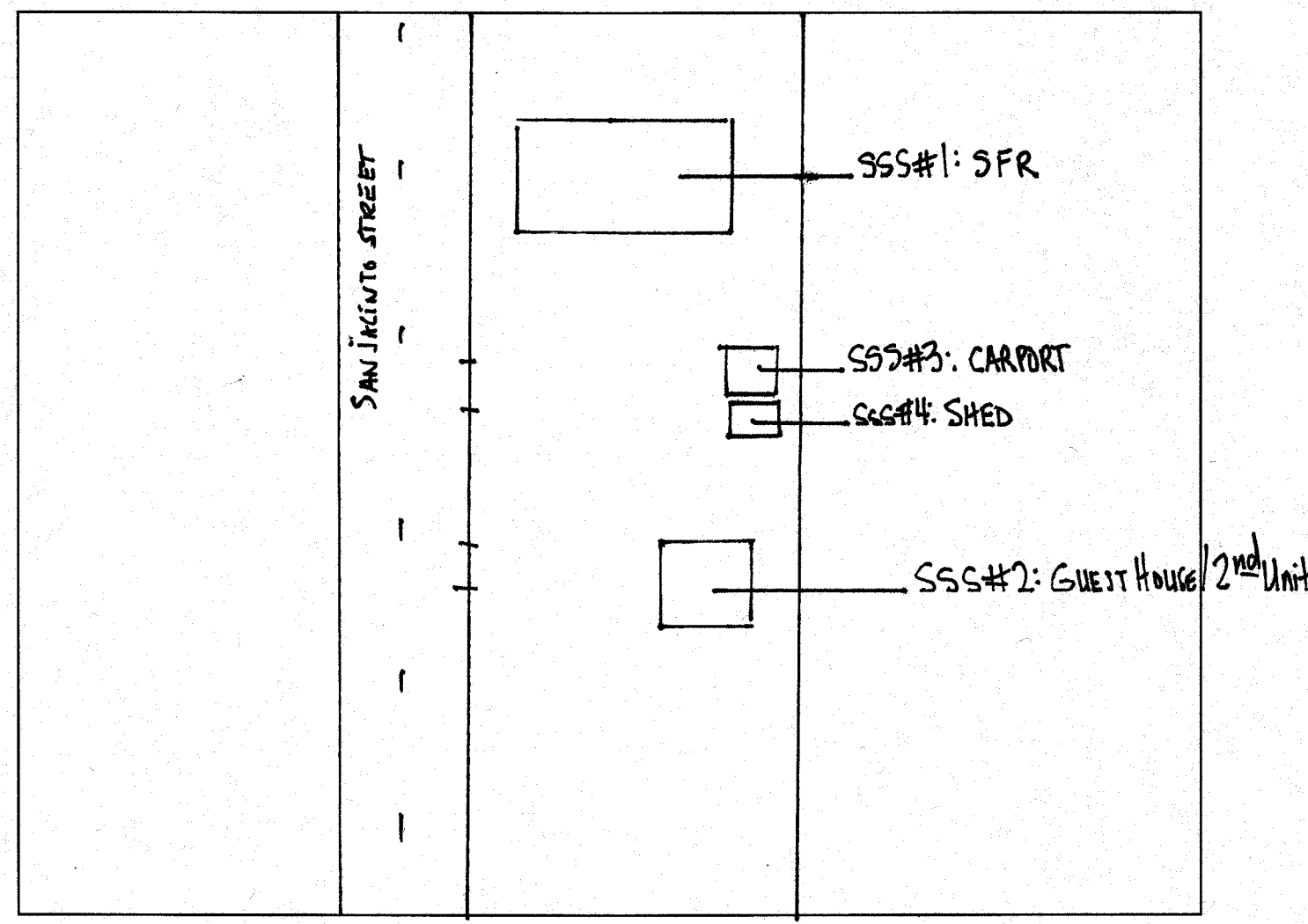
EXHIBIT "D"

SITE PLAN: Case # CV-1303306

OWNER(S): ROBERT M CARR / TAMARA BEVILACQUA CARR
SITE ADDRESS: 40245 NEWPORT RD, HEMET
ASSESSOR'S PARCEL: 469-091-012
ACREAGE: 1.45

NORTH ARROW: ↓

REAR PROPERTY LINE



FRONT PROPERTY LINE: 40245 NEWPORT RD, HEMET

PREPARED BY: B. Salazar **DATE**: 110713

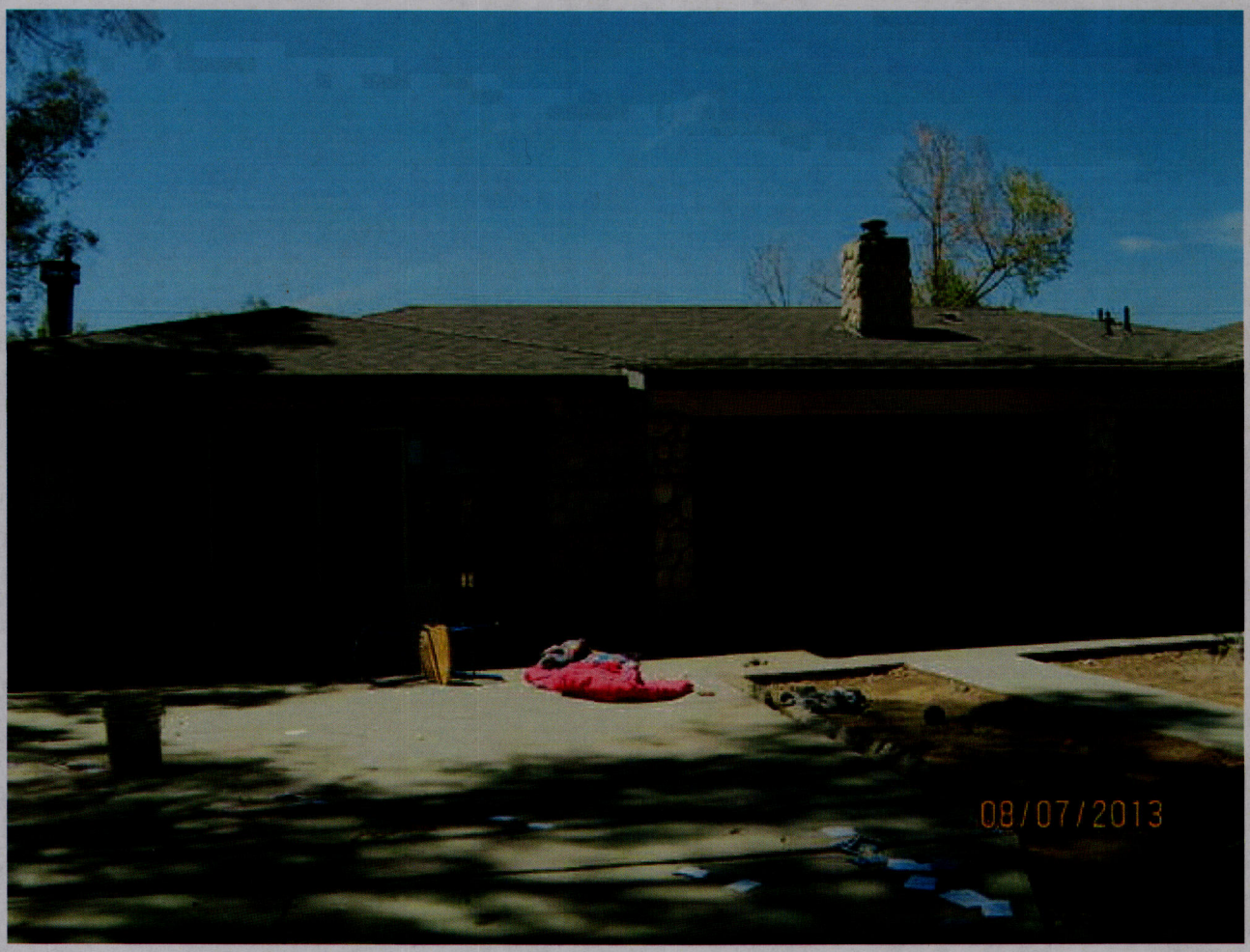
Photographs

B POLLARD 03114 SSS#1

B POLLARD 03114 SSS#3

B POLLARD 03114 SSS#4

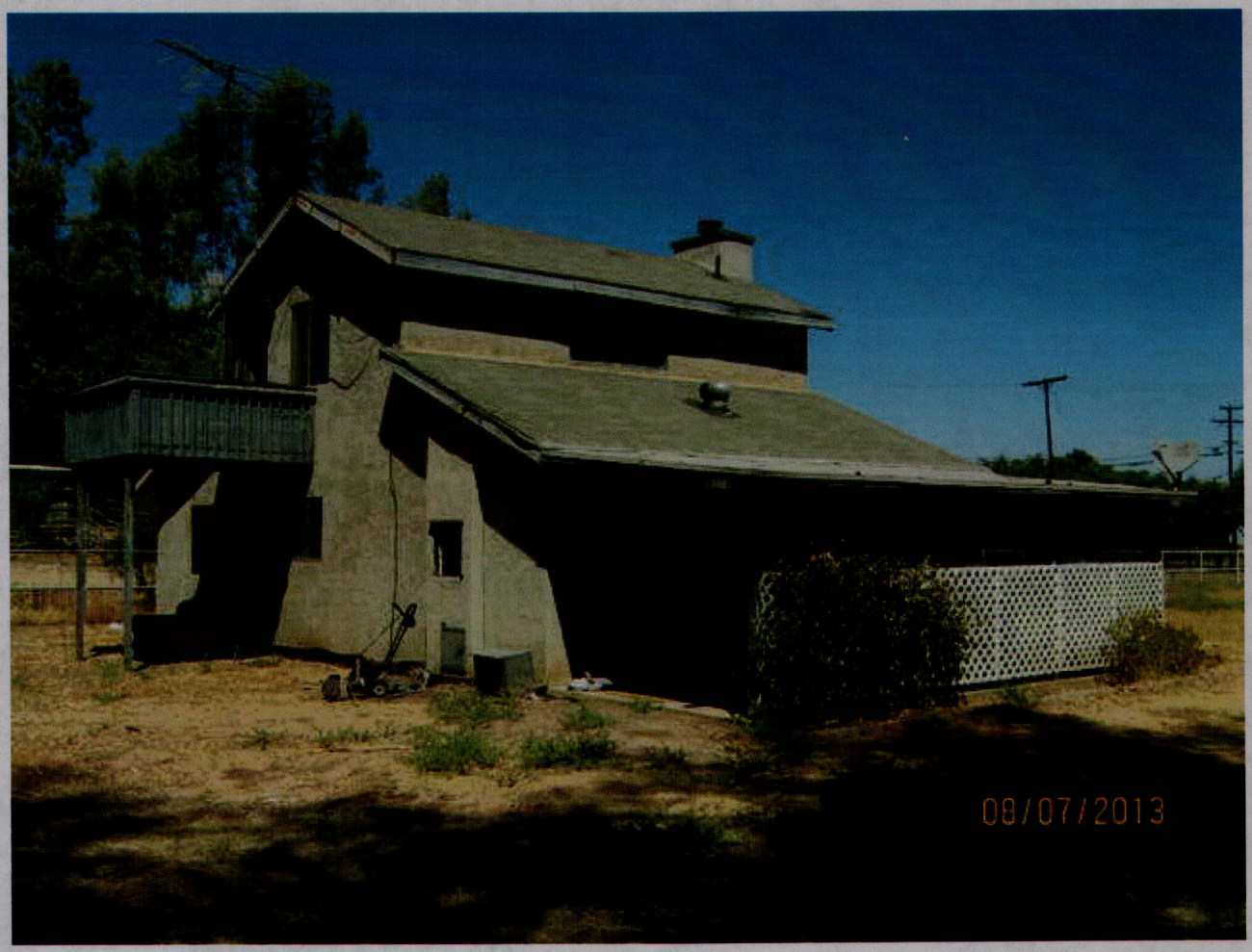
B POLLARD 03114 SSS#2



B. PILLARD SSS#1 SFR

B. COLLARD SSS#1 NOD'S 1,14 & 17

SSD #1



B. POLLARD SSS#2 GUESTHOUSE/2nd Unit

Substandard structure #2 - Guest House

Substandard Structure #5 Guest House

Substandard Structure #3 @ 4 - Carport @ SHED

Substandard Structure #3 Carport

Substandard Structure #4 - SNED

Substandard Structure #4 - SHED

EXHIBIT "E"

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 13-60TBA

THE PROPERTY AT: 40245 NEWPORT RD APN#: 469-091-012

WAS INSPECTED BY OFFICER: B.POLLARD ID#: 73 ON 080713 AT 0950 am/pm

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

○	5.28.040 (RCO 593)	**Excessive Yard Sales** - Cease yard sale. Limit of 3 yard sale events, not over 3 consecutive days, per year.
○	8.28.030 (RCO 821)	**Unfenced Pool** - Install or provide adequate fencing to secure the pool.
○	8.120.010 (RCO 541)	**Accumulated Rubbish** -Remove all rubbish & dispose of in an approved legal landfill.
○	15.08.010 (RCO 457)	**Unpermitted Construction** - Cease construction. Obtain the appropriate permits from the Bldg. & Safety and Planning Departments or demolish the _____.
○	15.12.020(J)(2) (RCO 457)	**Unapproved Grading/Clearing** - Cease grading/clearing/stockpiling/importing fill. Obtain a Restoration Assessment from the Dept. of Building & Safety. Perform complete restoration and remediation of the property affected by the unapproved grading in accordance with the Restoration Assessment.
●	15.16.020 (RCO 457)	**Substandard Structure** - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects or demolish the structure. SEE BELOW
○	15.48.010 (RCO 457)	**Unpermitted Mobile Home**—Vacate mobile home. Obtain the appropriate permits from the Planning Dept. & Dept. of Bldg. & Safety prior to occupancy or remove Mobile Home.
○	15.48.040 (RCO 457)	**Substandard Mobile Home/Trailer/RV** - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects and Title 25 or demolish the Mobile Home/Trailer/RV.

○	17.252.030 (RCO 348)	**Unpermitted Outdoor Advertising Display** - Obtain a permit from the Planning Dept. or remove display.
○	17.172.205 (RCO 348)	**Prohibited Fencing** - Remove fence. Fences shall not be constructed of garage doors, tires, pallets or other materials not typically used for the construction of fences.
○	17._____ (RCO 348)	**Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed** - Remove unpermitted mobile home(s) from the property.
○	17._____ (RCO 348)	**Occupied RV/Trailer** - Cease occupancy & disconnect all utilities to RV/Trailer.
○	17._____ (RCO 348)	**Excessive Animals** - Remove or reduce the number of _____ to less than _____.
○	17._____ (RCO 348)	**Unpermitted Land Use**: _____ Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
○	17._____ (RCO 348)	**Excessive Outside Storage** - Remove or reduce all outside storage to less than _____ square feet at the rear of the property.
○		
○		

COMMENTS: SINGLE FAMILY RESIDENCE (WITH ATTACHED CONVERTED GARAGE), DETACHED GARAGE/ WITH ATTIC (WITH CONVERSION TO HABITABLE SPACE) (GUESTHOUSE), ACCESSORY STRUCTURE X 2, CARPORT & SHED

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

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF $ 109.00 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 RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE 1.16.

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

WHITE: VIOLATOR GREEN: CASE FILE YELLOW: POSTING

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

SUBSTANDARD BUILDING CONDITIONS:	UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. [X] 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: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
2. [ ] Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
3. [ ] Lack of connection to required sewage system	1001(b)14	17920.3(a)14
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
4. [ ] Hazardous plumbing	1001(f)	17920.3(a)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
5. [ ] Lack of required electrical lighting	1001(b)10	17920.3(a)10
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
6. [X] Hazardous Wiring	1001(e)	17920.3(d)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
7. [ ] Lack of adequate heating facilities	1001(b)6	17920.3(a)6
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
8. [ ] Deteriorated or inadequate foundation	1001(c)1	17920.3(c)1
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
9. [ ] Defective or deteriorated flooring or floor supports	1001(c)2	17920.3(c)2
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
10 [ ] 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(c)4
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
11 [ ] 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(c)6
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
12 [ ] Dampness of habitable rooms	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
13 [ ] Faulty weather protection	1001(b)1-4	17920.3(a)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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
14 [X] General dilapidation or improper maintenance	1001(b)13	17920.3(a)13
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
15 [ ] Fire hazard	1001(j)	17920.3(h)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
16 [ ] Extensive fire damage		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
17 [X] Public and attractive nuisance - abandoned/vacant		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
18 [ ] Improper occupancy	1001(a)	17920.3(a)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
19 [ ]		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
20 [ ]		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		

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

Case No. CV13-00130 Address 41745 NEW COLE RD

Date 080713 Officer K. MILLER

SINGLE FAMILY RESIDENCE (CONTENTS GARAGE)

285-025 (4/96)

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

SSS#1

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

SUBSTANDARD BUILDING CONDITIONS:	UNIFORM CODE CITE SECTION	HEALTH & SAFETY CODE SECTION
1. [X] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
2. [ ] Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
3. [ ] Lack of connection to required sewage system	1001(b)14	17920.3(a)14
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
4. [ ] Hazardous plumbing	1001(f)	17920.3(e)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
5. [ ] Lack of required electrical lighting	1001(b)10	17920.3(a)10
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
6. [X] Hazardous Wiring	1001(e)	17920.3(f)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
7. [ ] Lack of adequate heating facilities	1001(b)6	17920.3(a)6
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
8. [ ] Deteriorated or inadequate foundation	1001(c)1	17920.3(b)1
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
9. [ ] Defective or deteriorated flooring or floor supports	1001(c)2	17920.3(b)2
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
10 [ ] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
11 [ ] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
12 [ ] Dampness of habitable rooms	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
13 [ ] Faulty weather protection	1001(b)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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
14 [X] General dilapidation or improper maintenance	1001(b)13	17920.3(a)13
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
15 [ ] Fire hazard	1001(j)	17920.3(h)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
16 [ ] Extensive fire damage		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
17 [X] Public and attractive nuisance - abandoned/vacant		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
18 [ ] Improper occupancy	1001(a)	17920.5(a)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
19 [ ] _____		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
20 [ ] _____		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		

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

Case No. CV13-00184 Address 40145 NEWPORT RD

Date 080713 Officer B. PULLARD

285-025 (4/96) GUEST HOUSE (CONNECTED TO 2ND UNIT)

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

SSSAF2

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

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

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

Case No. CVB-00RBA Address 40245 NEWPORT RD.

Date 080713 Officer R. POLLARD

285-025 (4/96) MULBERRY STRAWBERRY - CARROT

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

SSF#3

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

SUBSTANDARD BUILDING CONDITIONS:	UNIFORM HOUSING CODE SECTION	HEALTH & SAFETY CODE SECTION
1. [ ] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
2. [ ] Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
3. [ ] Lack of connection to required sewage system	1001(b)14	17920.3(a)14
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
4. [ ] Hazardous plumbing	1001(f)	17920.3(e)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
5. [ ] Lack of required electrical lighting	1001(b)10	17920.3(a)10
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
6. [✓] Hazardous Wiring	1001(e)	17920.3(d)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [✓]Demolish Or Rehabilitate Structure		
7. [ ] Lack of adequate heating facilities	1001(b)6	17920.3(a)6
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
8. [ ] Deteriorated or inadequate foundation	1001(c)1	17920.3(c)1
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
9. [ ] Defective or deteriorated flooring or floor supports	1001(c)2	17920.3(c)2
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
10 [ ] 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(c)4
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
11 [ ] 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(c)6
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
12 [ ] Dampness of habitable rooms	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
13 [ ] Faulty weather protection	1001(b)1-4	17920.3(a)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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
14 [✓] General dilapidation or improper maintenance	1001(b)13	17920.3(a)13
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [✓]Demolish Or Rehabilitate Structure		
15 [ ] Fire hazard	1001(f)	17920.3(f)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
16 [ ] Extensive fire damage		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
17 [✓] Public and attractive nuisance - abandoned/vacant		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [✓]Demolish Or Rehabilitate Structure		
18 [ ] Improper occupancy	1001(a)	17920.3(a)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
19 [ ] _____		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
20 [ ] _____		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		

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

Case No. CV13-00704 Address 40245 NEWPORT RD

Date 080713 Officer B POLLARD

ALLEGED STRUCTURE - SHED

285-025 (4/96)

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

GG9444

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

AFFIDAVIT OF POSTING OF NOTICES

August 7, 2013

RE CASE NO: CV1303306

I, B Pollard, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
37600 Sky Canyon Drive, Suite G
French Valley, California 92563
Mail Stop #5155.

That on 080713 at 1039, I securely and conspicuously posted NOV and NOD\'s at the property described as:

Property Address: 40245 NEWPORT RD, HEMET

Assessor's Parcel Number: 469-091-012

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

Executed on August 7, 2013 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563
(951) 696-1606 • FAX (951) 677-9052

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

September 24, 2013

ROBERT M CARR / TAMARA BEVILACQUA CARR
40245 NEWPORT RD
HEMET, CA 92543

RE CASE NO: CV1303306 at 40245 NEWPORT RD, in the community of HEMET, California, Assessor's Parcel Number 469-091-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 40245 NEWPORT RD, in the community of HEMET California, Assessor's Parcel Number 469-091-012, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

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

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

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

2) 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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3) 15.16.020 (Ord. 457) - An insp[illegible]n was made of the above-referenced sub[illegible] 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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YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

1) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period. Single Family Residence(with converted attached garage).
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. Guest House(conveted to 2nd unit).
3) 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.Accessory Structure-Shed
4) 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. Accessory structure-Carport

COMPLIANCE MUST BE COMPLETED BY October 9, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

September 24, 2013

ROBERT M CARR / TAMARA BEVILACQUA CARR
34 HIGH ST
ALEX BAY, NY 13607

RE CASE NO: CV1303306 at 40245 NEWPORT RD, in the community of HEMET, California, Assessor's Parcel Number 469-091-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 40245 NEWPORT RD, in the community of HEMET California, Assessor's Parcel Number 469-091-012, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

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

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

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

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

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COMPLIANCE MUST BE COMPLETED BY October 9, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

September 24, 2013

ABM AMRO MORTGAGE GROUP, INC.
777 East Eisenhower Parkway, Suite 700
Ann Arbor, MI 48108-3258

RE CASE NO: CV1303306 at 40245 NEWPORT RD, in the community of HEMET, California, Assessor's Parcel Number 469-091-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 40245 NEWPORT RD, in the community of HEMET California, Assessor's Parcel Number 469-091-012, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457), of the Riverside County Code.

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COMPLIANCE MUST BE COMPLETED BY October 9, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

September 24, 2013

CAL-WESTERN RECONVEYANCE CORP
P O BOX 22004
525 E MAIN ST
EL CAJON, CA 92022-9004

RE CASE NO: CV1303306 at 40245 NEWPORT RD, in the community of HEMET, California, Assessor's Parcel Number 469-091-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 40245 NEWPORT RD, in the community of HEMET California, Assessor's Parcel Number 469-091-012, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

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

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

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

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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

September 24, 2013

Cal-Western Reconveyance Corp
525 East Main St
El Cajon, Ca 92022-9004

RE CASE NO: CV1303306 at 40245 NEWPORT RD, in the community of HEMET, California, Assessor's Parcel Number 469-091-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 40245 NEWPORT RD, in the community of HEMET California, Assessor's Parcel Number 469-091-012, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457), of the Riverside County Code.

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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

September 24, 2013

Loan Link Financial Services

31 Journey #200
Aliso Viejo, CA 92656

RE CASE NO: CV1303306 at 40245 NEWPORT RD, in the community of HEMET, California, Assessor's Parcel Number 469-091-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 40245 NEWPORT RD, in the community of HEMET California, Assessor's Parcel Number 469-091-012, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457), of the Riverside County Code.

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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

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

SUBSTANDARD BUILDING CONDITIONS:	UNIFORM HOUSING CODE SECTION	HEALTH & SAFETY CODE SECTION
1. [X] 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: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
2. [ ] Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
3. [ ] Lack of connection to required sewage system	1001(b)14	17920.3(a)14
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
4. [ ] Hazardous plumbing	1001(f)	17920.3(c)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
5. [ ] Lack of required electrical lighting	1001(b)10	17920.3(a)10
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
6. [X] Hazardous Wiring	1001(c)	17920.3(d)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
7. [ ] Lack of adequate heating facilities	1001(b)6	17920.3(a)6
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
8. [ ] Deteriorated or inadequate foundation	1001(c)1	17920.3(c)1
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
9. [ ] Defective or deteriorated flooring or floor supports	1001(c)2	17920.3(c)2
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
10 [ ] 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(c)4
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
11 [ ] 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(c)6
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
12 [ ] Dampness of habitable rooms	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
13 [ ] Faulty weather protection	1001(g)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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
14 [X] General dilapidation or improper maintenance	1001(b)15	17920.3(a)15
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
15 [ ] Fire hazard	1001(f)	17920.3(h)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
16 [ ] Extensive fire damage		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
17 [X] Public and attractive nuisance - abandoned/vacant		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
18 [ ] Improper occupancy	1001(e)	17920.3(e)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
19 [ ]		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
20 [ ]		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		

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

Case No. CV13-00030A Address 41745 NEW COLE RD

Date 080713 Officer K. PALLEY

SINGLE FAMILY RESIDENCE (CONVERTED GARAGE)

285-025 (4/96)

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

SSS#1

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

SUBSTANDARD BUILDING CONDITIONS:	UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. [X] Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink	1001(b)1,23	17920.3(a)1,23
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
2. [ ] Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
3. [ ] Lack of connection to required sewage system	1001(b)14	17920.3(a)14
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
4. [ ] Hazardous plumbing	1001(f)	17920.3(c)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
5. [ ] Lack of required electrical lighting	1001(b)10	17920.3(a)10
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
6. [X] Hazardous Wiring	1001(e)	17920.3(d)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
7. [ ] Lack of adequate heating facilities	1001(b)6	17920.3(a)6
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
8. [ ] Deteriorated or inadequate foundation	1001(c)1	17920.3(b)1
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
9. [ ] Defective or deteriorated flooring or floor supports	1001(c)2	17920.3(b)2
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
10 [ ] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
11 [ ] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
12 [ ] Dampness of habitable rooms	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
13 [ ] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
14 [X] General dilapidation or improper maintenance	1001(b)13	17920.3(a)13
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
15 [ ] Fire hazard	1001(i)	17920.3(h)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
16 [ ] Excessive fire damage		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
17 [X] Public and attractive nuisance - abandoned/vacant		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
18 [ ] Improper occupancy	1001(a)	17920.3(a)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
19 [ ] _____		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
20 [ ] _____		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		

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

Case No. CV13-00184 Address 40145 LEWIS RD

Date 08/07/13 Officer B. PALLARD

285-025 (4/96) GUEST HOUSE (CONNECTED TO 2ND UNIT)

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

SSSFF2

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

SUBSTANDARD BUILDING CONDITIONS:

		UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. [ ]	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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
2. [ ]	Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
3. [ ]	Lack of connection to required sewage system	1001(b)14	17920.3(a)14
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
4. [ ]	Hazardous plumbing	1001(f)	17920.3(e)
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
5. [ ]	Lack of required electrical lighting	1001(b)10	17920.3(a)10
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
6. [X]	Hazardous Wiring	1001(e)	17920.3(d)
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
7. [ ]	Lack of adequate heating facilities	1001(b)6	17920.3(a)6
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
8. [ ]	Deteriorated or inadequate foundation	1001(c)1	17920.3(b)1
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
9. [ ]	Defective or deteriorated flooring or floor supports	1001(c)2	17920.3(b)2
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
10 [ ]	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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
11 [ ]	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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
12 [ ]	Dampness of habitable rooms	1001(b)11	17920.3(a)11
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
13 [ ]	Faulty weather protection	1001(a)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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
14 [X]	General dilapidation or improper maintenance	1001(b)13	17920.3(a)13
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
15 [ ]	Fire hazard	1001(f)	17920.3(h)
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
16 [ ]	Extensive fire damage		
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
17 [X]	Public and attractive nuisance - abandoned/vacant		
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
18 [ ]	Improper occupancy	1001(a)	17920.3(a)
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
19 [ ]	_____		
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
20 [ ]	_____		
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		

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

Case No. CV13-00068 Address 40245 NEWPORT RD.

Date 080713 Officer B. POLLARD

285-025 (4/96) MULTIGOOD STRUCTURE - CARPORT

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

SSG#3

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

SUBSTANDARD BUILDING CONDITIONS:	UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. [ ] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
2. [ ] Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
3. [ ] Lack of connection to required sewage system	1001(b)14	17920.3(a)14
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
4. [ ] Hazardous plumbing	1001(f)	17920.3(e)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
5. [ ] Lack of required electrical lighting	1001(b)10	17920.3(a)10
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
6. [✓] Hazardous Wiring	1001(e)	17920.3(d)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [✓]Demolish Or Rehabilitate Structure		
7. [ ] Lack of adequate heating facilities	1001(b)6	17920.3(a)6
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
8. [ ] Deteriorated or inadequate foundation	1001(c)1	17920.3(b)1
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
9. [ ] Defective or deteriorated flooring or floor supports	1001(c)2	17920.3(b)2
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
10 [ ] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
11 [ ] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
12 [ ] Dampness of habitable rooms	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
13 [ ] Faulty weather protection	1001(b)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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
14 [✓] General dilapidation or improper maintenance	1001(b)13	17920.3(a)13
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [✓]Demolish Or Rehabilitate Structure		
15 [ ] Fire hazard	1001(i)	17920.3(h)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
16 [ ] Extensive fire damage		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
17 [✓] Public and attractive nuisance - abandoned/vacant		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [✓]Demolish Or Rehabilitate Structure		
18 [ ] Improper occupancy	1001(n)	17920.3(n)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
19 [ ] _____		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
20 [ ] _____		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		

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

Case No. CV13-00184 Address 40245 NANCOKE RD

Date 080713 Officer B. POLLARD

285-025 (4/96) ACCESSORY STRUCTURE - SHED

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

GG944

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

PROOF OF SERVICE

Case No. CV1303306

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, 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 24, 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 **CERTIFIED MAIL, RETURN RECEIPT REQUESTED** addressed as follows:

ROBERT M CARR / TAMARA BEVILACQUA CARR 34 HIGH ST, ALEX BAY, NY 13607
✓ OCCUPANT 40245 NEWPORT RD, HEMET, CA 92543
CAL-WESTERN RECONVEYANCE CORP P O BOX 22004 525 E MAIN ST, EL CAJON, CA 92022-9004
✓ Cal-Western Reconveyance Corp 525 East Main St, El Cajon, Ca 92022-9004
Loan Link Financial Services 31 Journey #200, Aliso Viejo, CA 92656
ABM AMRO MORTGAGE GROUP, INC. 777 East Eisenhower Parkway, Suite 700, Ann Arbor, MI 48108-3258

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 24, 2013, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Elizabeth Ross

By: Elizabeth Ross, Code Enforcement Aide

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563
(951) 696-1606 ▪ FAX (951) 677-9052

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USPS.COM

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Buy Stamps
Schedule a Pickup
Calculate a Price
Find a ZIP Code™
Hold Mail
Change of Address.

Ship a Package Send Mail

USPS Tracking™

Tracking Number: 70102780000114608924

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

September 28, 2013 , 3:17 pm	**Delivered**	**ALEXANDRI**
September 28, 2013 , 8:22 am	Arrival at Unit	ALEXANDRIA BAY, NY 13607
September 28, 2013 , 1:30 am	Processed through USPS Sort Facility	SYRACUSE, NY 13220
September 27, 2013	Depart USPS Sort Facility	SYRACUSE, NY 13220
September 27, 2013 , 10:55 pm	Processed through USPS Sort Facility	SYRACUSE, NY 13220
September 25, 2013	Depart USPS Sort Facility	SAN BERNARDINO, CA 92403
September 25, 2013 , 9:36 pm	Processed through USPS Sort Facility	SAN BERNARDINO, CA 92403

7010 2780 0001 1460 8924

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Restricted Delivery Fee	

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ROBERT M CARR / TAMARA BEVILACQUA CARR
34 HIGH ST
ALEX BAY, NY 13607
CV13-03306 / 469-091

PS Form ... Instructions

Track Another Package

What's your tracking (or receipt) number?

Track It

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Terms of Use ›
FOIA ›
No FEAR Act EEO Data ›

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Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee		

7010 2780 0001 1460 8931

ROBERT M CARR / TAMARA BEVILACQUA CARR
40245 NEWPORT RD
HEMET, CA 92543
CV13-03306 / 469-091

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:

~~ROBERT M CARR / TAMARA BEVILACQUA CARR~~
~~40245 NEWPORT RD~~
~~HEMET, CA 92543~~
~~CV13-03306 / 469-091~~

CWR
525 Main St
ELCAJON CA
92020

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
C. Moore 9/27

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

RECEIVED
OCT 02 2013

☐ Express Mail
☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7010 2780 0001 1460 8931

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee	

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7010 2780 0001 1460 8757

CAL-WESTERN RECONVEYANCE CORP
P O BOX 22004
525 E MAIN ST
EL CAJON, CA 92022-9004
CV13-03306 / 469-091

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:

CAL-WESTERN RECONVEYANCE CORP
P O BOX 22004
525 E MAIN ST
EL CAJON, CA 92022-9004
CV13-03306 / 469-091

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) K Moore C. Date of Delivery 9/29

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

RECEIVED
OCT 02 2013
By

☐ Express Mail
☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7010 2780 0001 1460 8757

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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Restricted Delivery Fee		

7010 2780 0001 1460 8948

Cal-Western Reconveyance Corp
525 East Main St
El Cajon, Ca 92022-9004
CV13-03306 / 469-091

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:

Cal-Western Reconveyance Corp
525 East Main St
El Cajon, Ca 92022-9004
CV13-03306 / 469-091

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) R. Moore
C. Date of Delivery 9/27

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

RECEIVED
OCT 02 2013
By

Mail ☐ Express Mail
d ☐ Return Receipt for Merchandise
Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7010 2780 0001 1460 8948

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

CERTIFIED MAIL™

COUNTY OF RIVERSIDE
Code Enforcement Dept.
District 3 French Valley Office
37600 Sky Canyon Dr. Ste G #507
Murrieta, CA 92563

7010 2780 0001 1460 8955

UNITED STATES POSTAGE
PITNEY BOWES
02 1R $ 06.31⁰
0002004339 SEP 25 2013
MAILED FROM ZIPCODE 92504

RECEIVED
OCT 09 2013
By

Loan Link Financial Services
31 Journey #200
Aliso Viejo, CA 92656

NIXIE 917 7E 1 0010/05/13
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 92563269232 *2704-03330-25-41
92563 02692
92563 03334

Fwd

7010 2780 0001 1460 8955

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Loan Link Financial Services
31 Journey #200
Aliso Viejo, CA 92656
CV13-03306 / 469-091

PS Form 3800, August 2006 See Reverse for Instructions

CERTIFIED MAIL™

COUNTY OF RIVERSIDE
Code Enforcement Dept.
District 3 French Valley Office
37600 Sky Canyon Dr. Ste G #507
Murrieta, CA 92563

7010 2780 0001 1460 8740

UNITED STATES POSTAGE
PITNEY BOWES
02 1R $ 06.31⁰
0002004339 SEP 25 2013
MAILED FROM ZIP CODE 92504

RECEIVED
OCT 07 2013
By

UTF

ABM AMRO MORTGAGE GROUP, INC.
777 East Eisenhower Parkway, Suite 700
Ann Arbor, MI 48108-3258

NIXIE 462 SE 1009 0010/01/13

RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD

BC: 92563269232 *2704-03278-25-41

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ABM AMRO MORTGAGE GROUP, INC.
777 East Eisenhower Parkway, Suite 700
Ann Arbor, MI 48108-3258
Cv13-03306 / 469-091

City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

November 25, 2013

Robert M Carr/Tamara Bevilacqua Carr
C/O CWP
525 Main St.
El Cajon, CA 92022

RE CASE NO: CV1303306 at 40245 NEWPORT RD, in the community of HEMET, California, Assessor's Parcel Number 469-091-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 40245 NEWPORT RD, in the community of HEMET California, Assessor's Parcel Number 469-091-012, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

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

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

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

2) 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.

3) 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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4) 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:

1) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period. Single Family Residence(with converted attached garage).
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. Guest House(conveted to 2nd unit).
3) 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.Accessory Structure-Shed
4) 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) [redacted]s after the expiration of the thirty (30) da[redacted]riod. Accessory structure-Carport

COMPLIANCE MUST BE COMPLETED BY December 10, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

November 25, 2013

MERS
P O BOX 2026
FLINT, MI 48501-2026

RE CASE NO: CV1303306 at 40245 NEWPORT RD, in the community of HEMET, California, Assessor's Parcel Number 469-091-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 40245 NEWPORT RD, in the community of HEMET California, Assessor's Parcel Number 469-091-012, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457) ,15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

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

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

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

2) 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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COMPLIANCE MUST BE COMPLETED BY December 10, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

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

SUBSTANDARD BUILDING CONDITIONS:	UNIFORM VIOLATION CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. [X] Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink	1001(a)1,2,3	17920.3(a)1,2,3
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
2. [ ] Lack of hot and cold running water to plumbing fixtures	1001(a)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
3. [ ] Lack of connection to required sewage system	1001(a)14	17920.3(a)14
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
4. [ ] Hazardous plumbing	1001(f)	17920.3(c)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
5. [ ] Lack of required electrical lighting	1001(a)10	17920.3(a)10
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
6. [X] Hazardous Wiring	1001(c)	17920.3(f)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
7. [ ] Lack of adequate heating facilities	1001(a)6	17920.3(a)6
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
8. [ ] Deteriorated or inadequate foundation	1001(c)1	17920.3(b)1
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
9. [ ] Defective or deteriorated flooring or floor supports	1001(c)2	17920.3(b)2
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
10 [ ] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
11 [ ] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
12 [ ] Dampness of habitable rooms	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
13 [ ] Faulty weather protection	1001(b)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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
14 [X] General dilapidation or improper maintenance	1001(a)13	17920.3(a)13
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
15 [ ] Fire hazard	1001(f)	17920.3(h)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
16 [ ] Extensive fire damage		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
17 [X] Public and attractive nuisance - abandoned/vacant		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
18 [ ] Improper occupancy	1001(e)	17920.3(e)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
19 [ ]		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
20 [ ]		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		

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

Case No. CV13-00138 Address 41245 NEW CASTLE RD

Date 080713 Officer E. MULLEN

SINGLE FAMILY RESIDENCE (CONNECTED GARAGE)

285-025 (4/96)

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

SS S#1

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

SUBSTANDARD BUILDING CONDITIONS:	UNIFORM HOUSING CODE SECTION	HEALTH & SAFETY CODE SECTION
1. [X] Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink	1001(a)1,2,3	17920.3(a)1,2,3
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
2. [ ] Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
3. [ ] Lack of connection to required sewage system	1001(b)14	17920.3(a)14
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
4. [ ] Hazardous plumbing	1001(f)	17920.3(e)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
5. [ ] Lack of required electrical lighting	1001(b)10	17920.3(a)10
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
6. [X] Hazardous Wiring	1001(e)	17920.3(f)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
7. [ ] Lack of adequate heating facilities	1001(b)6	17920.3(a)6
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
8. [ ] Deteriorated or inadequate foundation	1001(c)1	17920.3(b)1
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
9. [ ] Defective or deteriorated flooring or floor supports	1001(c)2	17920.3(b)2
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
10 [ ] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
11 [ ] 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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
12 [ ] Dampness of habitable rooms	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
13 [ ] Faulty weather protection	1001(c)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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
14 [X] General dilapidation or improper maintenance	1001(b)13	17920.3(a)13
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
15 [ ] Fire hazard	1001(f)	17920.3(h)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
16 [ ] Extensive fire damage		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
17 [X] Public and attractive nuisance - abandoned/vacant		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
18 [ ] Improper occupancy	1001(a)	17920.3(c)
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
19 [ ]		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
20 [ ]		
OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		

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

Case No. CV13-00184 Address 40145 [illegible] RD

Date 08/07/13 Officer B. PALLARD

285-025 (4/96) GUEST HOUSE CONVERTED TO 2ND UNIT

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

SSSAF2

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

SUBSTANDARD BUILDING CONDITIONS:

		UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. [ ]	Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink	1001(j)1,2,3	17920.3(j)1,2,3
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
2. [ ]	Lack of hot and cold running water to plumbing fixtures	1001(j)4,5	17920.3(j)4,5
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
3. [ ]	Lack of connection to required sewage system	1001(j)14	17920.3(j)14
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
4. [ ]	Hazardous plumbing	1001(f)	17920.3(f)
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
5. [ ]	Lack of required electrical lighting	1001(j)10	17920.3(j)10
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
6. [X]	Hazardous Wiring	1001(e)	17920.3(e)
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
7. [ ]	Lack of adequate heating facilities	1001(j)6	17920.3(j)6
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
8. [ ]	Deteriorated or inadequate foundation	1001(c)1	17920.3(c)1
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
9. [ ]	Defective or deteriorated flooring or floor supports	1001(c)2	17920.3(c)2
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
10 [ ]	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(c)4
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
11 [ ]	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)5	17920.3(c)5
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
12 [ ]	Dampness of habitable rooms	1001(j)11	17920.3(j)11
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
13 [ ]	Faulty weather protection	1001(j)1-4	17920.3(j)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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
14 [X]	General dilapidation or improper maintenance	1001(j)13	17920.3(j)13
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
15 [ ]	Fire hazard	1001(j)	17920.3(h)
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
16 [ ]	Extensive fire damage		
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
17 [X]	Public and attractive nuisance - abandoned/vacant		
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [X]Demolish Or Rehabilitate Structure		
18 [ ]	Improper occupancy	1001(a)	17920.3(a)
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
19 [ ]			
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
20 [ ]			
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		

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

Case No. CVB-00RBA Address 40245 NEWPORT RD.

Date 080713 Officer R. POLLARD

285-025 (4/96) MULTIGOOD STRAGGLE - CARLOTT

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

SSS#3

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

SUBSTANDARD BUILDING CONDITIONS:

		UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. [ ]	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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
2. [ ]	Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
3. [ ]	Lack of connection to required sewage system	1001(b)14	17920.3(a)14
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
4. [ ]	Hazardous plumbing	1001(f)	17920.3(e)
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
5. [ ]	Lack of required electrical lighting	1001(b)10	17920.3(a)10
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
6. [✓]	Hazardous Wiring	1001(e)	17920.3(f)
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [✓]Demolish Or Rehabilitate Structure		
7. [ ]	Lack of adequate heating facilities	1001(b)6	17920.3(a)6
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
8. [ ]	Deteriorated or inadequate foundation	1001(c)1	17920.3(b)1
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
9. [ ]	Defective or deteriorated flooring or floor supports	1001(c)2	17920.3(b)2
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
10 [ ]	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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
11 [ ]	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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
12 [ ]	Dampness of habitable rooms	1001(b)11	17920.3(a)11
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
13 [ ]	Faulty weather protection	1001(b)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: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
14 [✓]	General dilapidation or improper maintenance	1001(b)13	17920.3(a)13
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [✓]Demolish Or Rehabilitate Structure		
15 [ ]	Fire hazard	1001(i)	17920.3(h)
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
16 [ ]	Extensive fire damage		
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
17 [✓]	Public and attractive nuisance - abandoned/vacant		
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [✓]Demolish Or Rehabilitate Structure		
18 [ ]	Improper occupancy	1001(a)	17920.3(a)
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
19 [ ]			
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		
20 [ ]			
	OBTAIN PERMIT TO: [ ]Repair Per Applicable Building Codes [ ]Demolish Or Rehabilitate Structure		

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

Case No. CV13-00168 Address: 40245 NEWPORT RD

Date: 080713 Officer: B POLLARD

285-025 (4/96) ACCESSORY STRUCTURE - SHED

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

GGS #4

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

PROOF OF SERVICE

Case No. CV1303306

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, 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 November 25, 2013, I served the following documents(s):

Notice of Violation and Notice of Defects

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

MERS P O BOX 2026, FLINT, MI 48501-2026
Robert M Carr/Tamara Bevilacqua Carr C/O CWP 525 Main St., El Cajon, CA 92022

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 November 25, 2013, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Elizabeth Ross

By: Elizabeth Ross, Code Enforcement Aide

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563
(951) 696-1606 • FAX (951) 677-9052

EXHIBIT "F"

RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155

DOC # 2013-0482260
10/07/2013 02:59P Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

M
062

(space for recorder's use)

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:
ROBERT M CARR / TAMARA BEVILACQUA CARR)
and DOES I through X, Owners)

Case #: CV-1303306

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: 40245 NEWPORT RD, HEMET CA, 92543
PARCEL #: 469-091-012
LEGAL DESCRIPTION: 1.45 acres in LOT 18 of HEMET RIVERSIDE WALNUT EST TR, recorded in MB 16 page 48

VIOLATION(S): Riverside County Code (Ordinance) 15.16.020 (Ord. 457) Single Family Residence(with converted attached garage).,15.16.020 (Ord. 457) Guest House (Converted to 2nd unit),15.16.020 (Ord. 457) Accessory Structure-Shed,15.16.020 (Ord. 457) Accessory Structure-Carport, that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances)listed above; 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 Sections 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 CODE ENFORCEMENT DEPARTMENT
By: Hector Viray
Hector Viray, Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)SS
On 10/01/2013 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Commission #:2015670 Expires: March 28, 2017
Signature: Elizabeth B. Ross (Seal)

ELIZABETH B. ROSS
Commission # 2015670
Notary Public - California
Riverside County
My Comm. Expires Mar 28, 2017

RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155

DOC # 2013-0482261
10/07/2013 02:59P Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

M
062
(space for recorder's use)

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of: Case #: CV-1204026
ROBERT M CARR / TAMARA BEVILACQUA CARR)
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: 40245 NEWPORT RD, HEMET CA, 92543
PARCEL #: 469-091-012
LEGAL DESCRIPTION: 1.45 acres in LOT 18 of HEMET RIVERSIDE WALNUT EST TR, recorded in MB 16 page 48

VIOLATION(S): Riverside County Code (Ordinance) 15.48.040 (Ord. 457) Substandard Mobile Home/RV,15.08.010 (Ord. 457) Detached Garage and attic to 2nd unit,15.08.010 (Ord. 457) Converted Attached Garage,15.08.010 (Ord. 457) Accessory Structure(carport) with electric,15.08.010 (Ord. 457) Accessory Structure(shed) with electric. that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances)listed above; 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 Sections 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 CODE ENFORCEMENT DEPARTMENT
By: Hector Viray
Hector Viray, Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)SS
On 10/01/2013 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Commission #:2015670 Expires: March 28, 2017
Signature: Elizabeth B. Ross (Seal)

ELIZABETH B. ROSS
Commission # 2015670
Notary Public - California
Riverside County
My Comm. Expires Mar 28, 2017

EXHIBIT "G"

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

Greg Flannery
Code Enforcement
Official

April 07, 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 No.: CV13-03306
APN: 469-091-012
Property: 40245 Newport Road, Hemet

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance No. 457 and 725 to consider the abatement of the substandard structures located on the SUBJECT PROPERTY described as 40245 Newport Road, Hemet, Riverside County, California, and more particularly described as Assessor's Parcel Number 469-091-012.

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, June 3, 2014,** at **9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st 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
CODE ENFORCEMENT OFFICIAL

Michelle Crumpler for:
MARY ORTIZ
Supervising Code Enforcement Officer

NOTICE LIST

Subject Property: 40245 Newport Road, Hemet; Case No.: CV13-03306
APN: 469-091-012; District 3/3 CARR

ROBERT M. CARR
TAMARA BEVILACQUA CARR
33 HIGH STREET
ALEX BAY, NY 13607

CAL-WESTERN RECONVEYANCE CORP.
P.O. BOX 22004
525 E. MAIN STREET
EL CAJON, CA 92022-9004

LOAN LINK FINANCIAL SERVICES
31 JOURNEY #200
ALSIO VIEJO, CA 92656

MERS
P.O. BOX 2026
FLINT, MI 48501-2023

PROOF OF SERVICE
Case No. CV13-03306 CARR

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Stacy Baumgartner, the undersigned, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 4080 Lemon Street, 12th Floor, Riverside, California 92501.

That on April 7, 2014 I served the following document(s):

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

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

OWNERS OR INTERESTED PARTIES
(SEE ATTACHED NOTICE LIST)

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

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

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

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

EXECUTED ON April 7, 2014, at Riverside, California.

STACY BAUMGARTNER

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

AFFIDAVIT OF POSTING OF NOTICES

April 18, 2014

RE CASE NO: CV1303306

I, B Pollard, **hereby declare**:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155.

That on 041814 at 1550, I securely and conspicuously posted a 3 page document(the pages were titled as follows: NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE, NOTICE LIST, & PROOF OF SERVICE) at the property described as:

Property Address: 40245 NEWPORT RD, HEMET

Assessor's Parcel Number: 469-091-012

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

Executed on April 18, 2014 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563
(951) 696-1806 • FAX (951) 677-9052

Riverside County Board of Supervisors
Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Robert Loft

Address: 30164 San Jacinto
(only if follow-up mail response requested)

City: Hemet **Zip:** 92543

Phone #: 760 680 5749 9-5

CY13-03306

Date: 6/3/2014 **Agenda #** APN 469-091-012

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____**Support** _____**Oppose** _____**Neutral**

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____**Support** _____**Oppose** _____**Neutral**

I give my 3 minutes to:_____

9-5

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.