

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

612 B



**FROM:** TLMA – Code Enforcement Department

**SUBMITTAL DATE:**  
May 16, 2014

**SUBJECT:** Abatement of Public Nuisance [Substandard Structure]  
Case No: CV13-03875 [CARPENTER]  
Subject Property: 43483 Mesa Street, Banning; APN:531-050-037  
District: 5/5 [\$0]

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

1. The substandard structure (bunker) on the real property located at 43483 Mesa Street, Banning, Riverside County, California, APN: 531-050-037 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit a substandard structure on the property.
2. Mark J. Carpenter and Linda Charis Carpenter, the owners of the subject real property, be directed to abate the substandard structure on the property by rehabilitating, removing, and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials within ninety (90) days.

**GREG FLANNERY**  
 Code Enforcement Official

(Continued)

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

**C.E.O. RECOMMENDATION:**

APPROVE

BY   
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Stone 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: 5/5

Agenda Number: ---

9-7

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

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

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

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

**Case No: CV13-03875 [CARPENTER]**

**Subject Property: 43483 Mesa Street, Banning; APN: 531-050-037**

**District: 5/5**

**DATE:** May 16, 2014

**PAGE:** 2 of 3

**RECOMMENDED MOTION (continued):**

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

4. If the owners or whoever has possession 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 structure on the real property is declared to be in violation of Riverside County Ordinance No. 457 and constitutes a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

**BACKGROUND:**

1. An initial inspection was made on the subject property by Senior Code Enforcement Officer Jim Palmer on September 26, 2013. The inspection revealed a substandard structure (bunker) on the subject property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included, but were not limited to the following: lack of or improper water closet, lavatory, bathtub, shower or kitchen sink, lack of hot and cold running water to plumbing fixtures, lack of connection to required sewage system, hazardous plumbing, lack of required electrical lighting, hazardous wiring, lack of adequate heating facilities, members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration, members of ceiling, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration, dampness of habitable rooms, faulty weather protection, general dilapidation or improper maintenance, fire hazard and improper occupancy.

2. Follow up inspections on the above-described real property on October 10, 2013, November 14, 2013 and March 18, 2014 which 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 structure.

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

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

**Case No: CV13-03875 [CARPENTER]**

**Subject Property: 43483 Mesa Street, Banning; APN: 531-050-037**

**District: 5/5**

**DATE: May 16, 2014**

**PAGE: 3 of 3**

**Impact on Citizens and Businesses**

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

N/A

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS**

**BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE**

1  
2 **IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 13-03875**  
3 **[SUBSTANDARD STRUCTURE]; APN: 531-050- )**  
4 **037, 43483 MESA STREET, BANNING, COUNTY ) DECLARATION OF CODE**  
5 **OF RIVERSIDE, STATE OF CALIFORNIA; MARK ) ENFORCEMENT OFFICER**  
6 **J. CARPENTER AND LINDA CHARIS ) JAMES PALMER**  
7 **CARPENTER, OWNERS. )**  
8 **)**  
9 **)**  
10 **) [RCO No. 457]**  
11 **)**  
12 \_\_\_\_\_ )

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

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

20 2. On September 26, 2013, I conducted an initial inspection of the real property described as  
21 43483 Mesa Street, Banning, Riverside County, California, and further described as Assessor's Parcel  
22 Number 531-050-037 (hereinafter described as "THE PROPERTY"). A true and correct copy of a  
23 Thomas Brothers map page indicating the location of THE PROPERTY is attached hereto and  
24 incorporated herein by reference as Exhibit "A."

25 3. A review of County records and documents disclosed that THE PROPERTY is owned by  
26 Mark J. Carpenter and Linda Charis Carpenter (hereinafter referred to as "OWNERS"). A certified copy  
27 of the County Equalized Assessment Roll for the 2013-2014 tax year and a copy of the report generated  
28 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 October 1, 2013, it is  
determined that other parties may potentially hold a legal interest in THE PROPERTY, to wit: Mark J.  
Carpenter and Linda C. Carpenter, Trustees of the Carpenter Family Trust dated July 2, 2012 and Wells

1 Fargo Bank, N.A., (hereinafter referred to as "INTERESTED PARTIES"). True and correct copies of the  
2 Lot Book Reports are attached hereto and incorporated herein by reference as Exhibit "C."

3 5. On September 26, 2013, I arrived at THE PROPERTY to conduct an initial inspection. I  
4 met with Ms. Gazaway, (hereinafter referred to as "OCCUPANT"). THE OCCUPANT granted permission  
5 to inspect THE PROPERTY. Ms. Gazaway informed me that Jack Nottingham and Rodney Nottingham  
6 also lives on the property. I entered and observed the following conditions as described below which  
7 caused the single family residence to be substandard and THE PROPERTY to constitute a public  
8 nuisance in violations of the provisions set forth in Riverside County Ordinance ("RCO") No. 457.

9 Bunker:

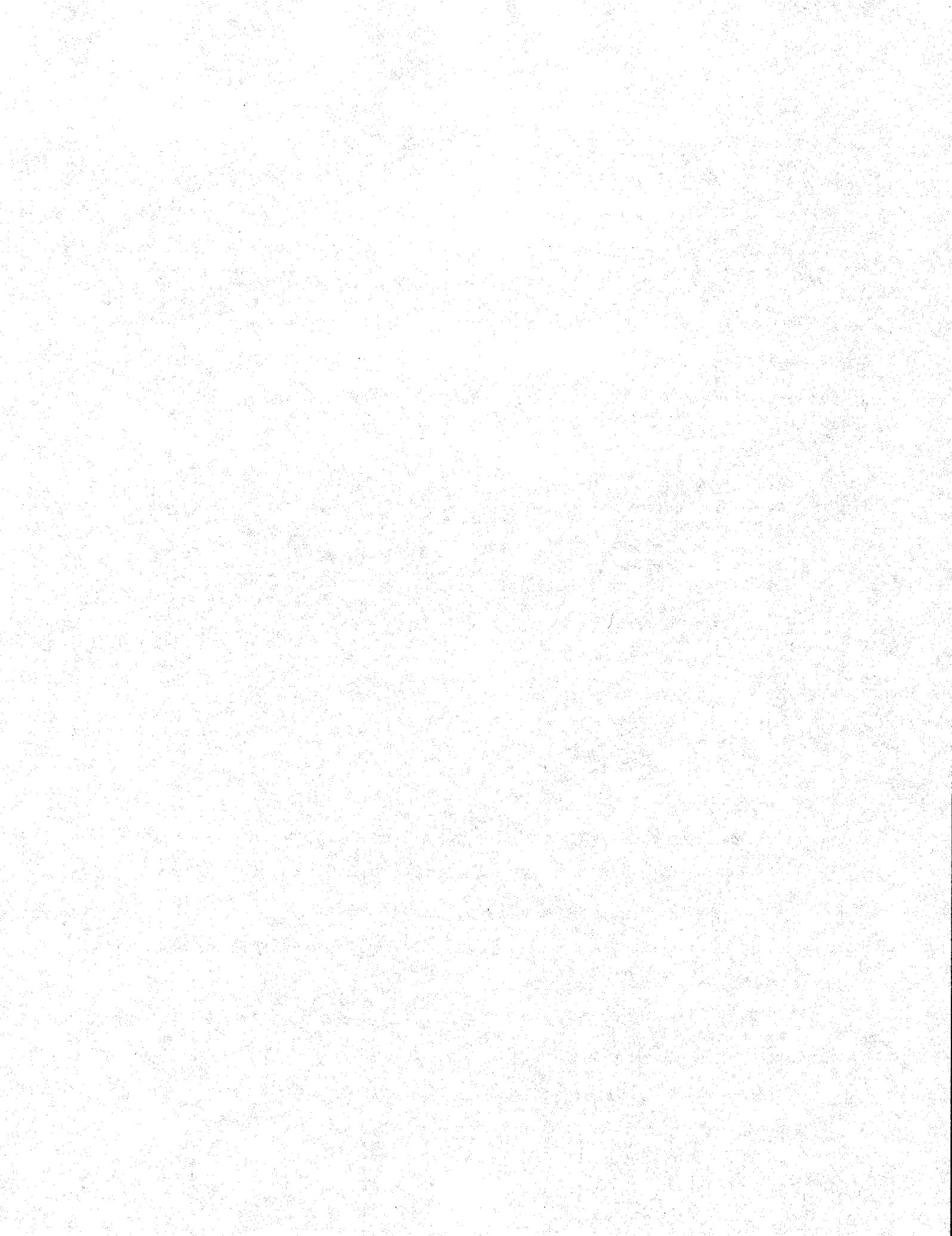
- 10 1) Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink;  
11 2) Lack of hot and cold running water to plumbing fixtures;  
12 3) Lack of connection to required sewage system;  
13 4) Hazardous plumbing;  
14 5) Lack of required electrical lighting;  
15 6) Hazardous wiring;  
16 7) Lack of adequate heating facilities;  
17 8) Members of walls, partitions or other vertical supports that split, lean, list or buckle due to  
18 defective material or deterioration;  
19 9) Members of ceilings, roofs, ceiling and roof supports or other horizontal members which  
20 sag, spilt, or buckle due to defective material or deterioration;  
21 10) Dampness of habitable rooms;  
22 11) Faulty weather protection;  
23 12) General dilapidation or improper maintenance;  
24 13) Fire hazard;  
25 14) Improper occupancy.

19 6. On September 26, 2013, a Notice of Violation, Notice of Defects and "Danger Do Not  
20 Enter" signs were posted on THE PROPERTY. However, I mistakenly wrote September 27, 2013 on the  
21 field Notice of Violation. On October 10, 2013, a Notice of Violation was posted on THE PROPERTY.

22 7. On October 8, 2013, Notices of Violation and Notices of Defects were mailed to OWNERS  
23 by first class mail and on October 23, 2013, a Notice of Violation and Notice of Defects was mailed to  
24 INTERESTED PARTIES by first class mail

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

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



1           10.    Follow up inspections of the above described real property on October 10, 2013,  
2 November 14, 2013 and March 18, 2014, revealed the structure remains on THE PROPERTY and  
3 continues to be in violation of RCO No. 457.

4           11.    Based upon my experience, knowledge and visual observations, it is my determination  
5 that the substandard structure (bunker) on THE PROPERTY creates an extreme health, safety, fire and  
6 structural hazard to the neighbors and general public.

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

9           13.    A Notice of Pendency of Administrative Proceedings was recorded in the Office of the  
10 County Recorder, County of Riverside, State of California, on October 16, 2013, as Instrument Number  
11 2013-0495717, a true and correct copy of which is attached hereto and incorporated herein by reference  
12 as Exhibit "F."

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

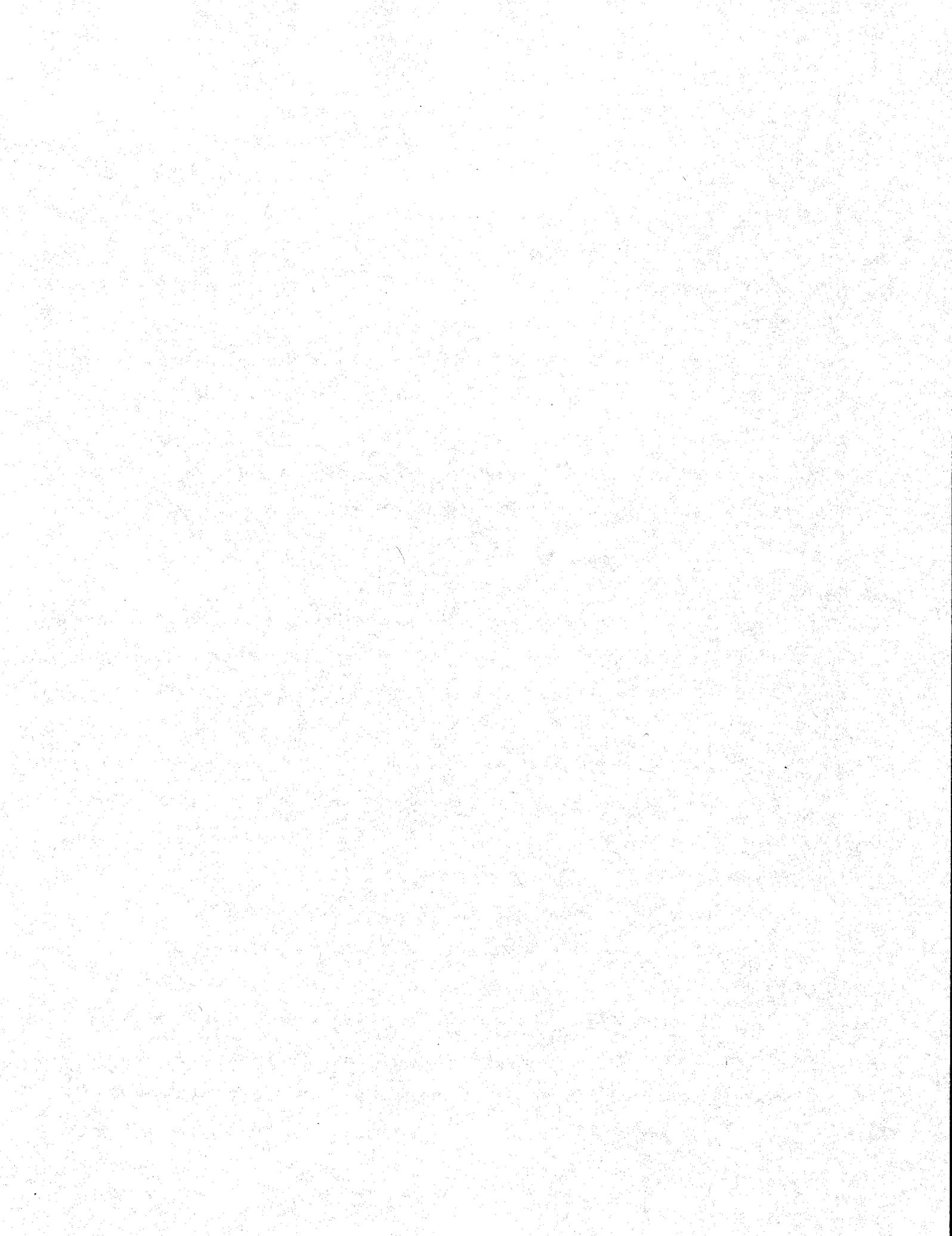
18           15.    Significant rehabilitation, removal and/or demolition of the substandard structure and  
19 removal and disposal of all structural materials, rubbish and debris are required to abate the public  
20 nuisance and bring THE PROPERTY into compliance with RCO No. 457, the Health and Safety,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

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

23                   (a)    the structure (bunker) be condemned as a substandard building, public and  
24 attractive nuisance;

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

28                   (c)    the OWNERS, or whoever has possession or control of THE PROPERTY, be



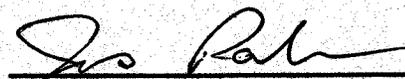
1 ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by  
2 survey and materials sample testing through the Industrial Hygiene Specialist of the County Health  
3 Department, Division of Special Services; and, prior to the abatement ordered in subsection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

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

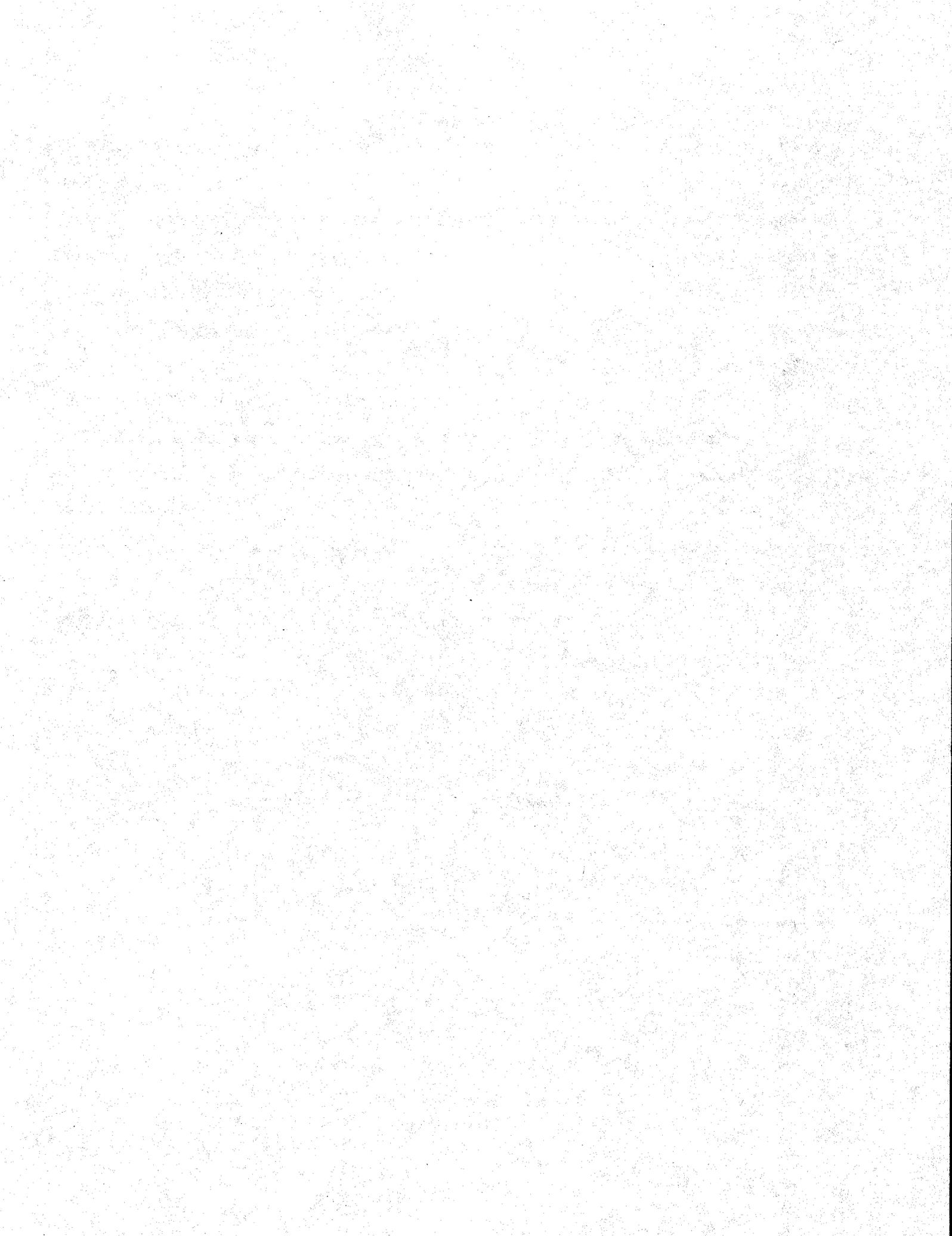
14 (e) that reasonable costs of abatement, after notice and opportunity for hearing, shall  
15 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against  
16 THE PROPERTY pursuant to Government Code Section 25845 and RCO Nos. 457 and 725.

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

19 Executed this 24 day of MARCH, 2014, at SAN JACINTO, California.

20  
21 

22 JAMES PALMER  
23 Senior Code Enforcement Officer  
24 Code Enforcement Department  
25  
26  
27  
28



## **Abatement Exhibit List**

**Exhibit A – Thomas Bros Map with arrow to situs**

**Exhibit B – Assessors Roll and GIS report**

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

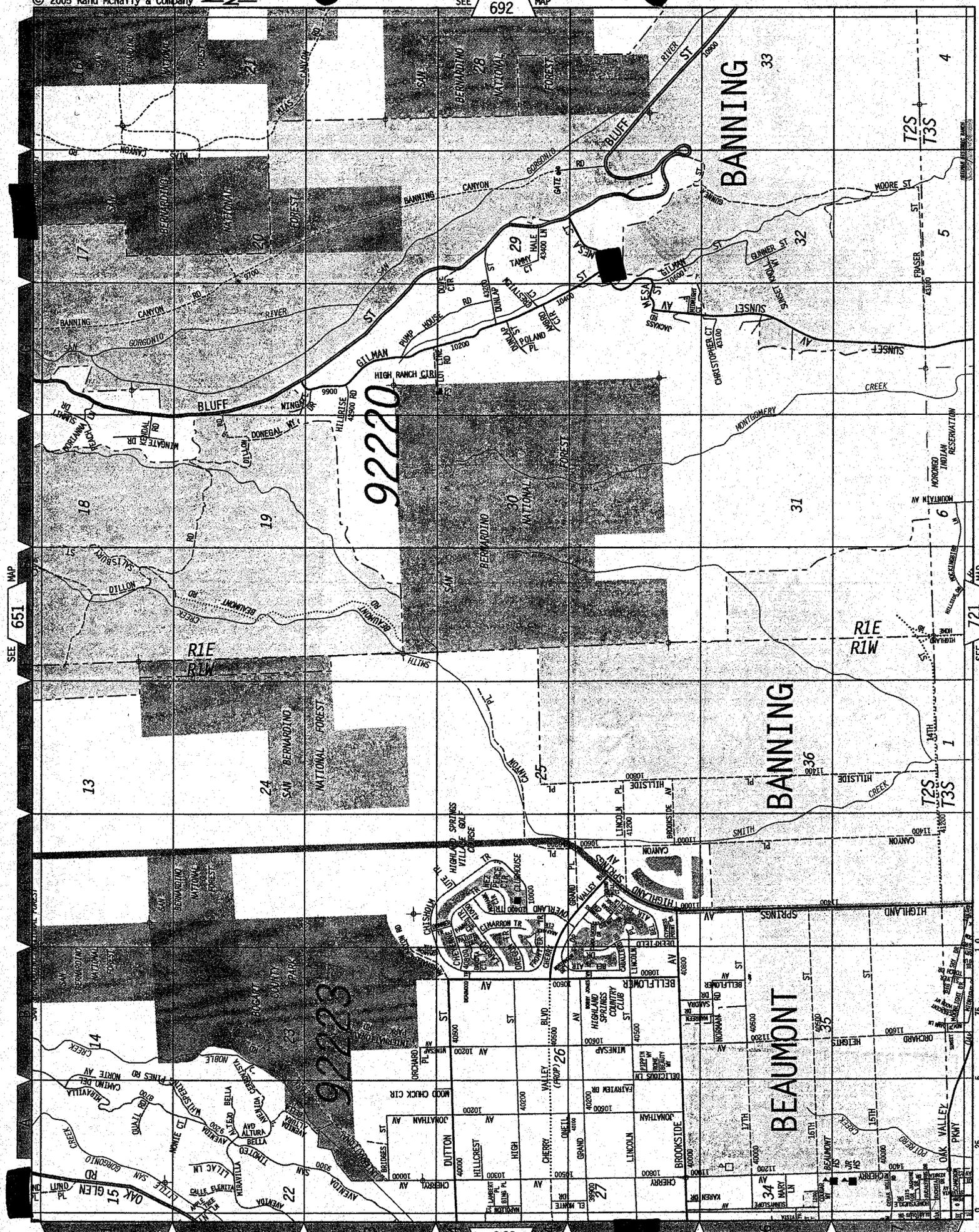
**Exhibit D – Site Plan and Photographs**

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

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

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

# **EXHIBIT “A”**



92220

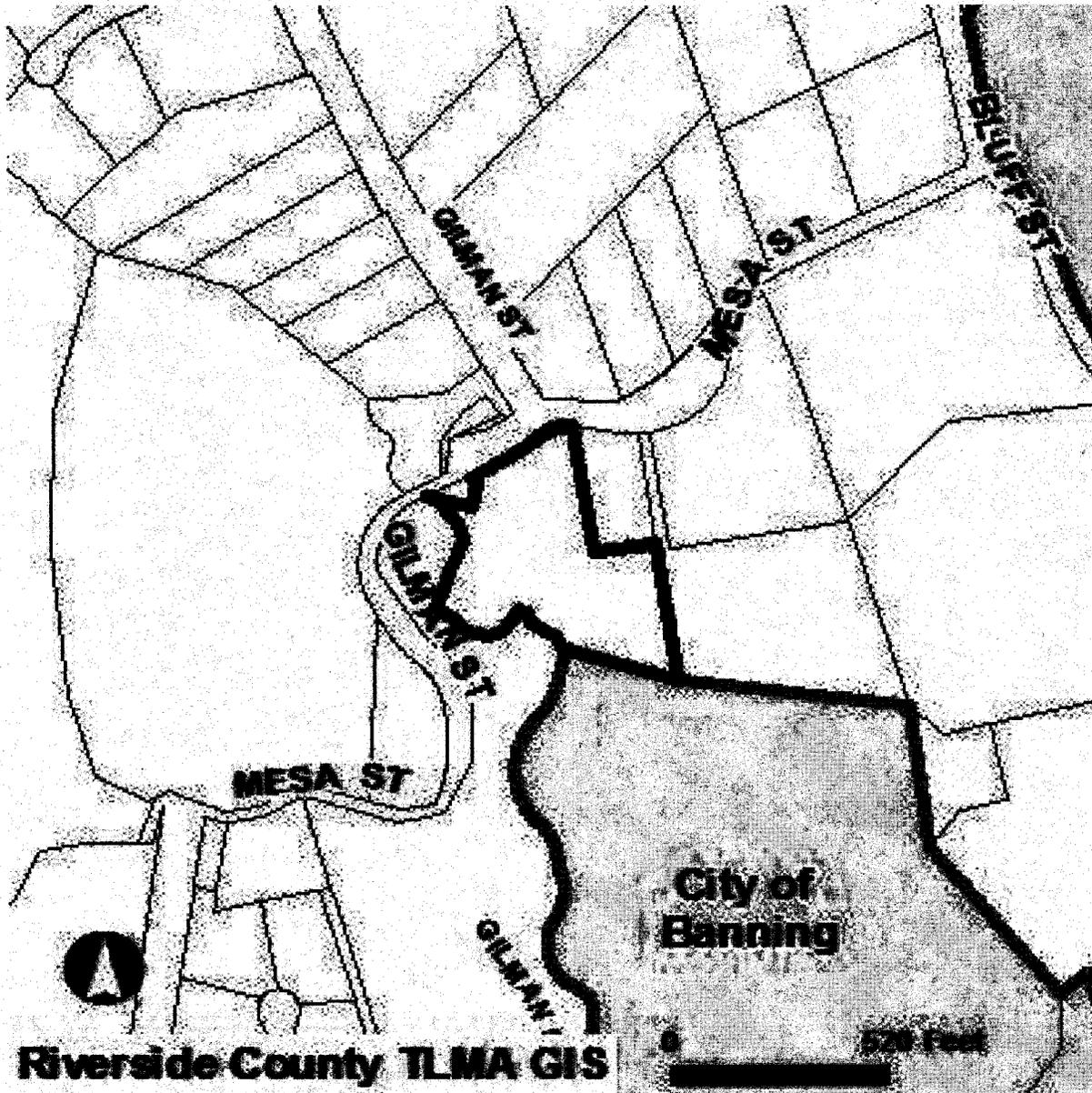
92223

# **EXHIBIT “B”**

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

Assessment #531050037-0		Parcel # 531050037-0	
<b>Assessee:</b>	CARPENTER MARK J	<b>Land</b>	78,000
<b>Assessee:</b>	CARPENTER LINDA CHARIS	<b>Structure</b>	47,000
<b>Mail Address:</b>	24 CLANCY LN	<b>Full Value</b>	125,000
<b>City, State Zip:</b>	RANCHO MIRAGE CA 92270	<b>Total Net</b>	125,000
<b>Real Property Use Code:</b>	MF		
<b>Base Year</b>	2006		
<b>Conveyance Number:</b>	0405748	<b>View Parcel Map</b>	
<b>Conveyance (mm/yy):</b>	8/2012		
<b>PUI:</b>	M020012		
<b>TRA:</b>	55-008		
<b>Taxability Code:</b>	0-00		
<b>Assessment Description:</b>	1981 COMMODORE BROOKWOOD		
<b>ID Data:</b>	Lot 1 PM 060/024 PM 8889		
<b>Situs Address:</b>	43483 MESA ST BANNING CA 92220		

RIVERSIDE COUNTY GIS



Selected parcel(s):  
531-050-037

**\*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

**OWNER NAME / ADDRESS**

MARK J CARPENTER  
LINDA CHARIS CARPENTER  
43483 MESA ST  
BANNING, CA. 92220





BANNING HEIGHTS 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 COMPATIBILITY ZONES**  
NOT IN AN AIRPORT COMPATIBILITY ZONE

**ENVIRONMENTAL**

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

**LAND ACQUISITION AND NEGOTIATION STRATEGY (EMERGENCY ACQUISITION PROCESS)**

**VEGETATION (2005)**  
AGRICULTURAL LAND  
CHAPARRAL  
DEVELOPED/DISTURBED LAND  
GRASSLAND

**FIRE**

**HIGH FIRE AREA (ORD. 767)**  
IN HIGH FIRE AREA. Grading And Bulk Storage, Fire Hazard Reduction, and Clearance Prior To Construction

**FIRE RESPONSIBILITY AREA**  
STATE RESPONSIBILITY AREA

**DEVELOPMENT FEES**

**CVMSHCP FEE AREA (ORD. 828)**  
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 & BRIDGES**

**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.

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

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

**TRANSPORTATION**

**ROAD BOOK PAGE**  
91

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

**HYDROLOGY**

**WATER DISTRICT**  
SGPWA

**WATERSHED**  
WHITEWATER

**GEOLOGIC**

**FAULTS**  
WITHIN A 1/2 MILE OF  
BANNING FAULT  
COUNTY FAULTS  
FAULT IN OLDER ALLUVIUM  
CONTACT THE COUNTY'S CHIEF ENGINEERING GEOLOGIST AT (951)955-6863.

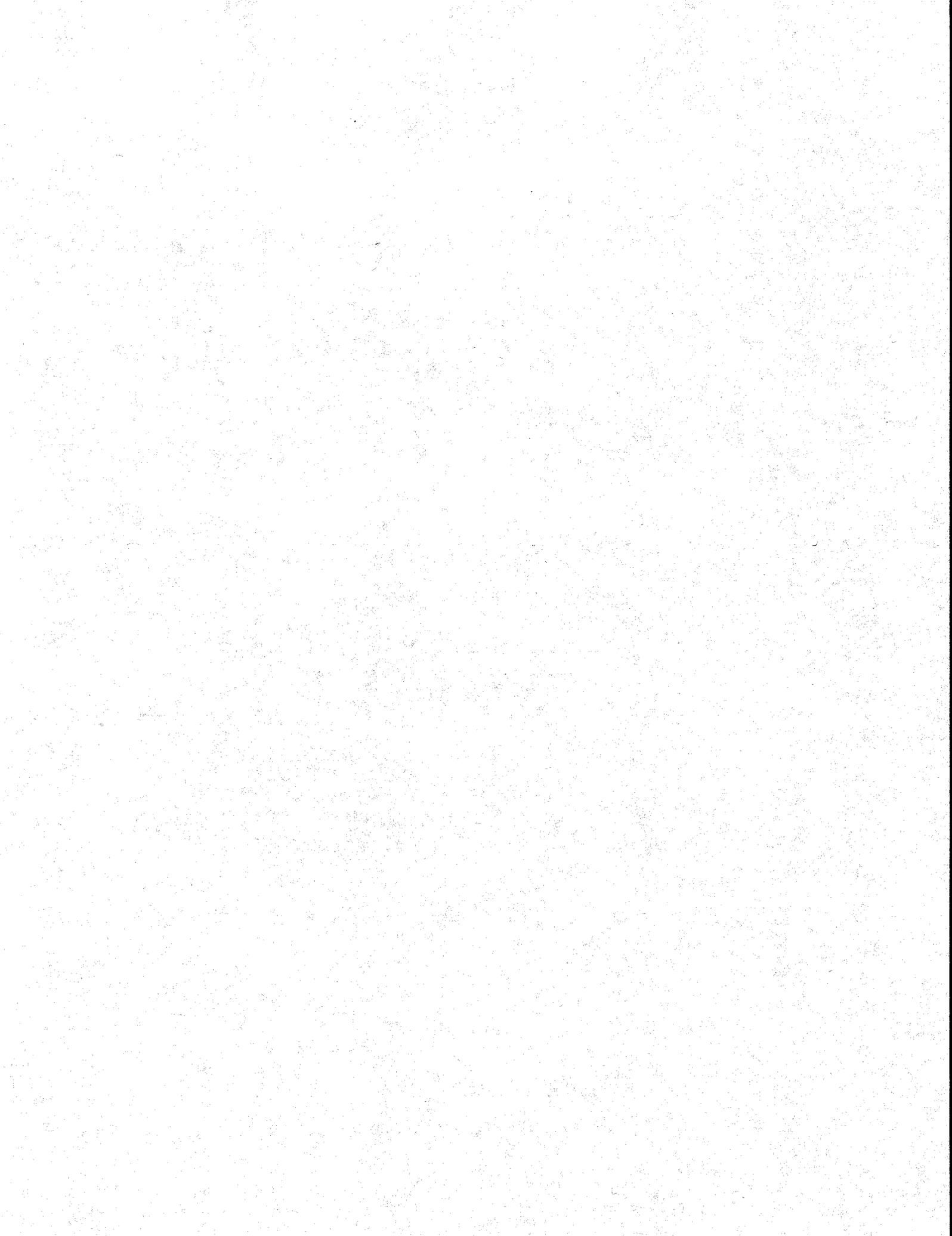
**SUBSIDENCE**  
SUSCEPTIBLE

**MISCELLANEOUS**

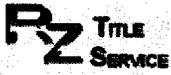
**COMMUNITIES**  
NOT IN A COMMUNITY

**LIGHTING (ORD. 655)**  
ZONE B, 41.86 MILES FROM MT. PALOMAR OBSERVATORY





# **EXHIBIT “C”**



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

## Lot Book Report

Order Number: **29722**

**Customer:**

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

Order Date: 10/9/2013  
Dated as of: 10/1/2013  
County Name: Riverside

Attn: Brent Steele  
Reference: CV13-03875/Officer Palmer  
IN RE: CARPENTER, MARK J.

FEE(s):  
Report: \$120.00

Property Address: 43483 Mesa Street  
Banning CA 92220

Assessor's Parcel No. : 531-050-037-0

**Assessments:**

Land Value:	\$78,000.00
Improvement Value:	\$47,000.00
Exemption Value:	\$0.00
Total Value:	\$125,000.00

## Tax Information

Property Taxes for the Fiscal Year	2013-2014
First Installment	\$912.67
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2013)
Second Installment	\$912.67
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2014)



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

Order Number: 29722  
Reference: CV13-03875/Office

## Property Vesting

The last recorded document transferring title of said property

Dated	07/02/2012
Recorded	08/24/2012
Document No.	2012-0405748
D.T.T.	\$0.00
Grantor	Mark J. Carpenter and Linda C. Carpenter, husband and wife as joint tenants
Grantee	Mark J. Carpenter and Linda Charis Carpenter, Trustees of The Carpenter Family Trust dated July 2, 2012

Note: Document recorded with incorrect/incomplete legal description

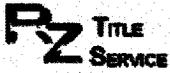
## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	08/24/2005
Recorded	08/29/2005
Document No.	2005-0707984
Amount	\$300,000.00
Trustor	Mark J. Carpenter and Linda C. Carpenter, husband and wife
Trustee	Fidelity National Title Ins Co
Beneficiary	Wells Fargo Bank, N.A.

Note: Document recorded with incorrect/incomplete legal description

## Additional Information

A Notice of Lien Recorded	12/23/2009
---------------------------	------------



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

Order Number: 29722  
Reference: CV13-03875/Offic

Document No.	2009-0658705
Amount	\$1,330.79
Owner	Mark Carpenter
Claimant	The Law Offices of Kramer & Kaslow as Beneficiary of Banning Heights Mutual Water Company

### Legal Description

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

PARCEL 1 AND LOT "A", IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PARCEL MAP 8889 ON FILE IN BOOK 60, PAGES 24 AND 25 OF PARCEL MAPS, AS RECORDED IN THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORHTEAST CORNER OF PARCEL 1;  
THENCE SOUTH 08° 13' 21" EAST ALONG THE EAST LINE OF SAID PARCEL 1,300 FEET TO A POINT;  
THENCE SOUTH 81° 46' 39" WEST 150.00 FEET TO A POINT; THENCE NORTH 08° 13' 21" WEST 332.94 FEET TO A POINT ON THE NORTH LINE OF PARCEL 1, (A RADIAL LINE THROUGH THIS POINT BEARS SOUTH 09° 31' 48" EAST); THENCE NORTH 09° 31' 48" WEST ALONG THIS RADIAL LINE EXTENDED 30.00 FEET TO A POINT ON THE NORTH LINE OF LOT "A"  
THENCE EASTERLY ALONG THE NORTH LINE OF LOT "A" AND ALONG THE ARC OF A CURVE OF 250.00 FOOT RADIUS, CONCAVE TO THE SOUTH, THROUGH A CENTRAL ANGLE OF 17° 29' 33" AN ARC DISTANCE OF 76.33 FEET TO A POINT; THENCE SOUTH 82° 02' 15" EAST ALONG THE NORTH LINE OF LOT "A" 82.11 FEET TO THE NORTHEAST CORNER OF LOT "A";  
THENCE SOUTH 07° 57' 45" WEST 30.00 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN MESA STREET.

531-05

TRA 5508

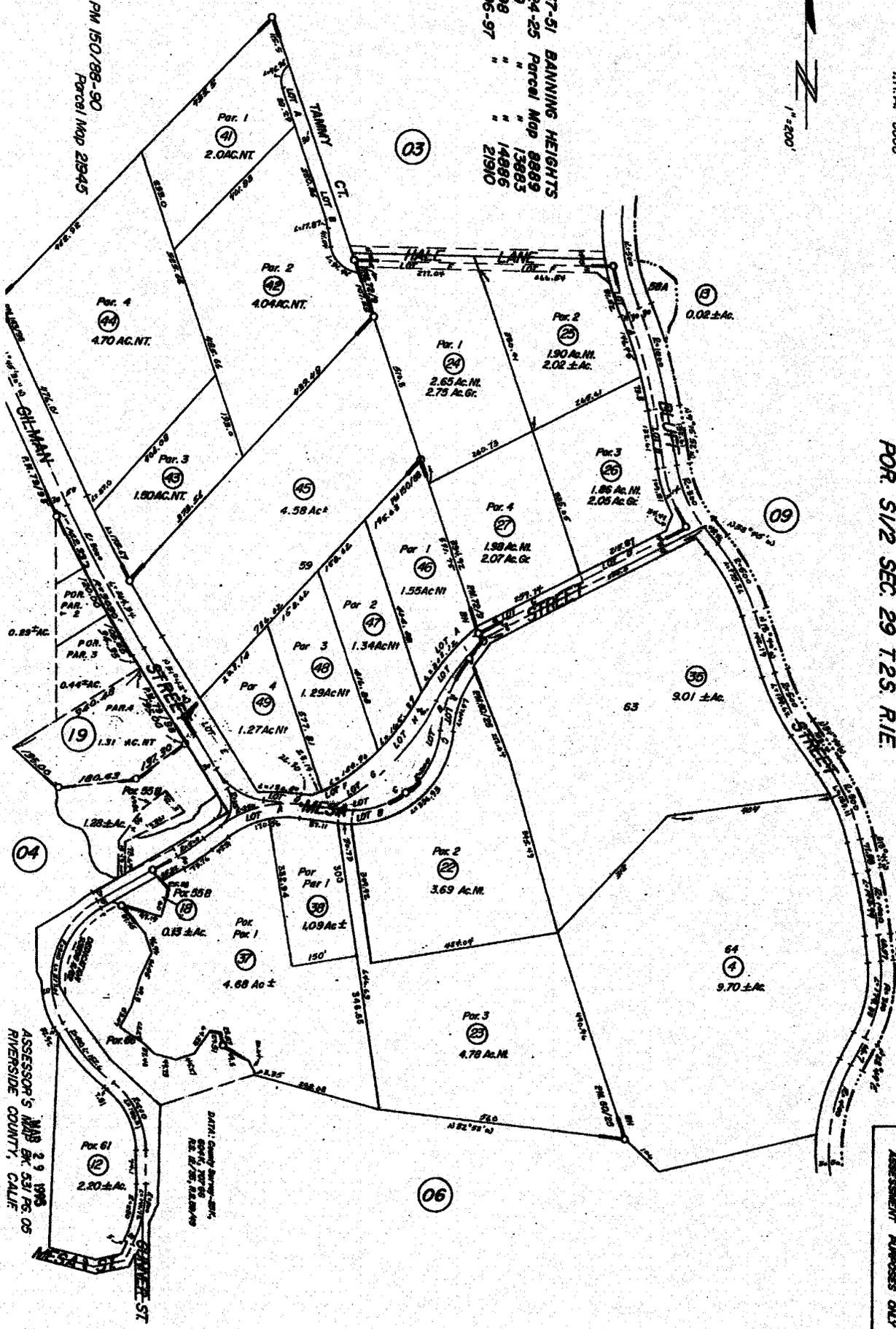
FOR S1/2 SEC. 29 T.2S. R.1E.

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

M.B. 9/37-51 BANNING HEIGHTS  
 P.M. 60/24-25 Parcel Map 8889  
 P.M. 72/9 " " 13883  
 P.M. 79/99 " " 14886  
 P.M. 143/96-97 " " 21910

DATE	OLD NO	NEW NO
6/2/88	28	51, 28
10/2/88	8	50, 40
8/2/87	40	40, 40
6/7/88	39	40, 40
5-20	9	40, 40
5-20	9	40, 40

DATE	OLD NO	NEW NO
6/2/88	28	51, 28
10/2/88	8	50, 40
8/2/87	40	40, 40
6/7/88	39	40, 40
5-20	9	40, 40
5-20	9	40, 40



M.B. 2/9/1985  
 ASSESSOR'S MAP BK. 531 PG. 05  
 RIVERSIDE COUNTY, CALIF.

DATE: County Surveyor  
 05/11/85  
 10/27/85  
 10/27/85

DOC # 2012-0405748

08/24/2012 04:25P Fee:18.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Hard

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY AND TO BE RETURNED AFTER RECORDING TO:

RYAN MICHAEL DARLING  
3697 ARLINGTON AVENUE  
RIVERSIDE, CA 92506-3938

MAIL LEGAL NOTICES AND TAX STATEMENTS TO:

Mail Tax Statements and  
Legal Notices to Owners address at  
bottom of this page.

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			2						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
T:							CTY	UNI	072

M  
072

13

Documentary Transfer Tax \$ NONE No consideration for transfer City of \_\_\_\_\_ or  Unincorporated Area  
Computed on:  Full value of property conveyed, or  Computed on full value less liens & encumbrances remaining thereon at time of sale.  
Reason for exemption: Conveyance transfers the grantor's interest into grantor's revocable living trust. Rev. & Tax. Code 11990  
Signature of declarant or agent determining tax: Ryan Michael Darling Firm name: Ryan Michael Darling

### QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
THE FOLLOWING GRANTOR(S):

APN#: 531-050-337

Mark J. Carpenter and Linda C. Carpenter, husband and wife as joint tenants

and in whatever form of name and in whatever capacity Grantor(s) hold title to this property

HEREBY REMISE, RELEASE, AND FOREVER QUITCLAIM TO THE FOLLOWING GRANTEE(S):  
TO THE TRUSTEE(S) (OR TO ANY SUCCESSOR TRUSTEE(S)) OF THE TRUST COMMONLY KNOWN AS FOLLOWS:

NAME OF TRUST:	<u>The Carpenter Family Trust</u>
NAME OF TRUSTEE(S):	<u>Mark J. Carpenter and Linda Charis Carpenter</u>
DATE OF TRUST DOCUMENT:	<u>July 2, 2012</u>

THE REAL PROPERTY SITUATED AS FOLLOWS:

CITY OF: \_\_\_\_\_ COUNTY OF: Riverside STATE OF: California

SAID REAL PROPERTY IS DESCRIBED AS FOLLOWS:

See Attached Legal Description on Exhibit A

Date:  
July 2, 2012

Grantor Signature:  
[Signature]  
NAME: Mark J. Carpenter

Date:  
July 2, 2012

Grantor Signature:  
[Signature]  
NAME: Linda C. Carpenter

#### Certificate Of Acknowledgment Of Notary Public

State of California,  
County of: Riverside ) SS  
On July 2, 2012 before me Ryan Michael Darling

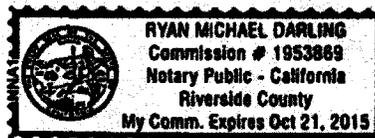
a Notary Public in and for said State, personally appeared:  
Mark J. Carpenter and Linda C. Carpenter

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature:  
[Signature]  
NOTARY PUBLIC

SEAL:



Mail Tax and Legal Notices to: Mr. & Mrs. Mark J. Carpenter, 24 Clancy Ln. Rancho Mirage, CA 92270

© 2011 S. DeSole, Law Offices, 5077 Alhambra Ave., Riverside, CA 92506-5138  
CarpenterMarkDeed-1.doc

Public Record

# Exhibit A

all that real property situated in the Unincorporated area of BANNING, County of RIVERSIDE, State of CA, described as: PARCEL 1 AND LOT "A" OF PARCEL MAP 8889, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60, PAGE(S) 24 AND 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**ORANGE COAST TITLE CO.**

Recording Requested By:  
WELLS FARGO BANK, N.A.

**DOC # 2005-0707984**

08/29/2005 08:00A Fee:72.00

Page 1 of 22

Recorded in Official Records  
County of Riverside

Larry U. Ward  
Assessor, County Clerk & Recorder



Return To:  
WFEM FINAL DOCS X9999-01M

1000 BLUE GENTIAN ROAD  
EAGAN, MN 55121

Prepared By:  
WELLS FARGO BANK, N.A.

16644 WEST BERNARDO DR., STE  
101, SAN DIEGO, CA

[Space Above This Line]

M	S	U	PAGE	SIZE	DA	FOOR	NOCOR	SMF	MSC.	
	1		22		1					
									P	
A	R	L				COPY	LONG	REFUND	NCHS	EXAM

**DEED OF TRUST**

72  
T  
P

**DEFINITIONS**

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

- (A) "Security Instrument" means this document, which is dated **AUGUST 24, 2005** together with all Riders to this document.
- (B) "Borrower" is **MARK J. CARPENTER AND LINDA C. CARPENTER, HUSBAND AND WIFE**

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is **WELLS FARGO BANK, N.A.**

Lender is a **NATIONAL ASSOCIATION** organized and existing under the laws of **THE UNITED STATES**  
**0058787698**

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

Form 3006 1/01

VMP -6(CA) (0005)

Page 1 of 15

Initials: *MSL*

VMP MORTGAGE FORMS - (800)521-7291



R-908782-99

Lender's address is P.O. BOX 10304, DES MOINES, IA 503060304

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is FIDELITY NATIONAL TITLE INS CO  
17911 VON KARMAN, SUITE 200, IRVINE, CA 92614

(E) "Note" means the promissory note signed by Borrower and dated AUGUST 24, 2005

The Note states that Borrower owes Lender THREE HUNDRED THOUSAND AND 00/100

Dollars

(U.S. \$\*\*\*\*300,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 01, 2035

(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.

(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]:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider             |
| <input type="checkbox"/> VA Rider                         | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> 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

Initials: *MS*

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 COUNTY of RIVERSIDE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF;**

APN #531-050-037-0

**\*SEE ADJUSTABLE RATE RIDER**

**THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.**

Parcel ID Number: 531-050-037-0  
43483 MESA ST  
BANNING  
("Property Address"):

which currently has the address of  
[Street]  
[City], California 92220 [Zip Code]

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

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

U330-6(CA) (0006)

Page 3 of 15

Initials: *MS*

Form 3005 1/01

Public Record

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

\_\_\_\_\_  
*Mark J. Carpenter* (Seal)  
MARK J. CARPENTER -Borrower

\_\_\_\_\_  
*Linda C. Carpenter* (Seal)  
LINDA C. CARPENTER -Borrower

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

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

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

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

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

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

State of California  
County of Riverside

On 8-24-05

before me, Gerald N. Jefferson } ss.

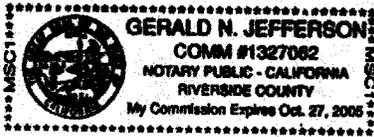
personally appeared

MARK J. CARPENTER AND LINDA C. CARPENTER

(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ <sup>are</sup> subscribed to the within instrument and acknowledged to me that he/~~she~~ <sup>they</sup> executed the same in his/~~her~~ <sup>their</sup> authorized capacity(ies), and that by his/~~her~~ <sup>their</sup> 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.

Gerald N. Jefferson (Seal)



Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(909) 486-7000

<http://riverside.asrelkrec.com>

GARY L. ORSO  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

### NOTARY CLARITY

Under the provisions of 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:

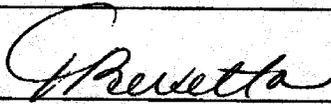
Name of Notary: GERALD N. JEFFERSON

Commission #: 1327062

Place of Execution: RIVERSIDE

Date Commission Expires: 10/27/05

Date: 08/26/05

Signature: 

Public Record

# ADJUSTABLE RATE RIDER

( 1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **24TH** day of **AUGUST, 2005**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **WELLS FARGO BANK, N.A.**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**43483 MESA ST, BANNING, CA 92220**

[Property Address]

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

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

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

The Note provides for an initial interest rate of **5.625** %. The Note provides for changes in the interest rate and the monthly payments as follows:

## **4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

### **(A) Change Dates**

The interest rate I will pay may change on the first day of **SEPTEMBER, 2008** and on that day every **12 MONTHS** thereafter. Each date on which my interest rate could change is called a "Change Date."

**0058787698**

**MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 -Single Family- Fannie Mae/Freddie Mac**

**UNIFORM INSTRUMENT Fannie Mae 4-2/5-2/6-2 ARM**

**822R (0008) Form 3111 1/01 NMFL #3111**

Page 1 of 4 Initials: *MRC*  
**VMP MORTGAGE FORMS - (800)521-7291**



**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year(s), as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND THREE-QUARTERS** percentage points ( **2.750** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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

The interest rate I am required to pay at the first Change Date will not be greater than **7.625** % or less than **3.625** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points ( **2.000** %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.625** %.

**(E) Effective Date of Changes**

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

822R (0008)

Page 2 of 4

Initials: *m.lee*

Form 3111 1/01

Public Record

**(F) Notice of Changes**

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

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

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

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

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

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

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

822R (0008)

Page 3 of 4

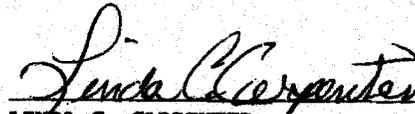
Initials *MLD*

Form 3111 1/01

Public Record

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

  
MARK J. CARPENTER (Seal)  
-Borrower

  
LINDA C. CARPENTER (Seal)  
-Borrower

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

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

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

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

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

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

822R (0008)

Page 4 of 4

Form 3111 1/01

## SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 24<sup>TH</sup> day of AUGUST, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to WELLS FARGO BANK, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:  
43483 MESA ST, BANNING, CA 92220

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

**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 second home.

0058787698

MULTISTATE SECOND HOME RIDER - Single Family -  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 2

Form 3890 1/01

385R (0011)

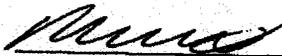
VMP MORTGAGE FORMS - (800)521-7291

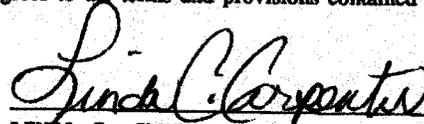
Initials: *MLA*



Public Record

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

  
\_\_\_\_\_  
MARK J. CARPENTER (Seal)  
- Borrower

  
\_\_\_\_\_  
LINDA C. CARPENTER (Seal)  
- Borrower

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

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

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

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

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

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

385R (0011)

Page 2 of 2

Form 3890 1/01



RECORDING REQUESTED BY & MAIL TO:

NAME: Law Offices of Kramer & Kaslow

STREET ADDRESS: 23901 Calabasas Rd. Ste. #2013

CITY, STATE & ZIP: Calabasas, CA 91302

CITY, STATE & ZIP: BANNING, CA 92220

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY		
1									3		
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM		
								T:	CTY	UNI	051

**CERTIFICATE/LIEN FOR UNPAID CHARGES**

WATER CODE 31701.7

12 C  
051

To All Persons:

Mark Carpenter 24 Clancy Lane, Rancho Mirage, CA 92270 has the following unpaid water assessment and/or water consumption charges totaling \$1,330.79 due on property commonly known as 43483 Mesa Street, Banning, CA 92220; located in Riverside County. The Law Offices of Kramer & Kaslow as Beneficiary of Banning Heights Mutual Water Company claims as a lien against any other real property now owned or acquired while this lien is affective on Mark Carpenter in the County of Riverside.

The name(s) and address (es) of the owner(s) or reputed owner(s) of the real property is/are:

**Mark Carpenter 24 Clancy Lane, Rancho Mirage, CA**

(THIS INFORMATION CAN BE OBTAINED FROM THE COUNTY ASSESSORS OFFICE WHERE THE REAL PROPERTY IS LOCATED)

Name of Claimant: The Law Offices of Kramer & Kaslow as Beneficiary of Banning Heights Mutual Water Company

Executed on November 18, 2009 at Calabasas, CA 91302

By: Charles E. Perkins, Director, Banning Heights Mutual Water Company

Charles E. Perkins  
(PRINT NAME)

(SIGNATURE)

**VERIFICATION**

I, the undersigned, declare: I am a Board Director of Banning Heights Mutual Water Company, the Claimant named who is assigning beneficiary rights in the foregoing claim. I am authorized to make this Verification for the Claimant; I have read the foregoing claim of B.H.M.W.C. and know the contents thereof, and the same is true to my own knowledge.

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

Executed on November 18, 2009 at Calabasas, CA 91302

By: Charles E. Perkins, Director, Banning Heights Mutual Water Company

Charles E. Perkins  
(PRINT NAME)

(SIGNATURE)

# **EXHIBIT “D”**

### SITE PLAN: Case # CV-1303875

OWNER(S): MARK J CARPENTER / LINDA CHARIS CARPENTER

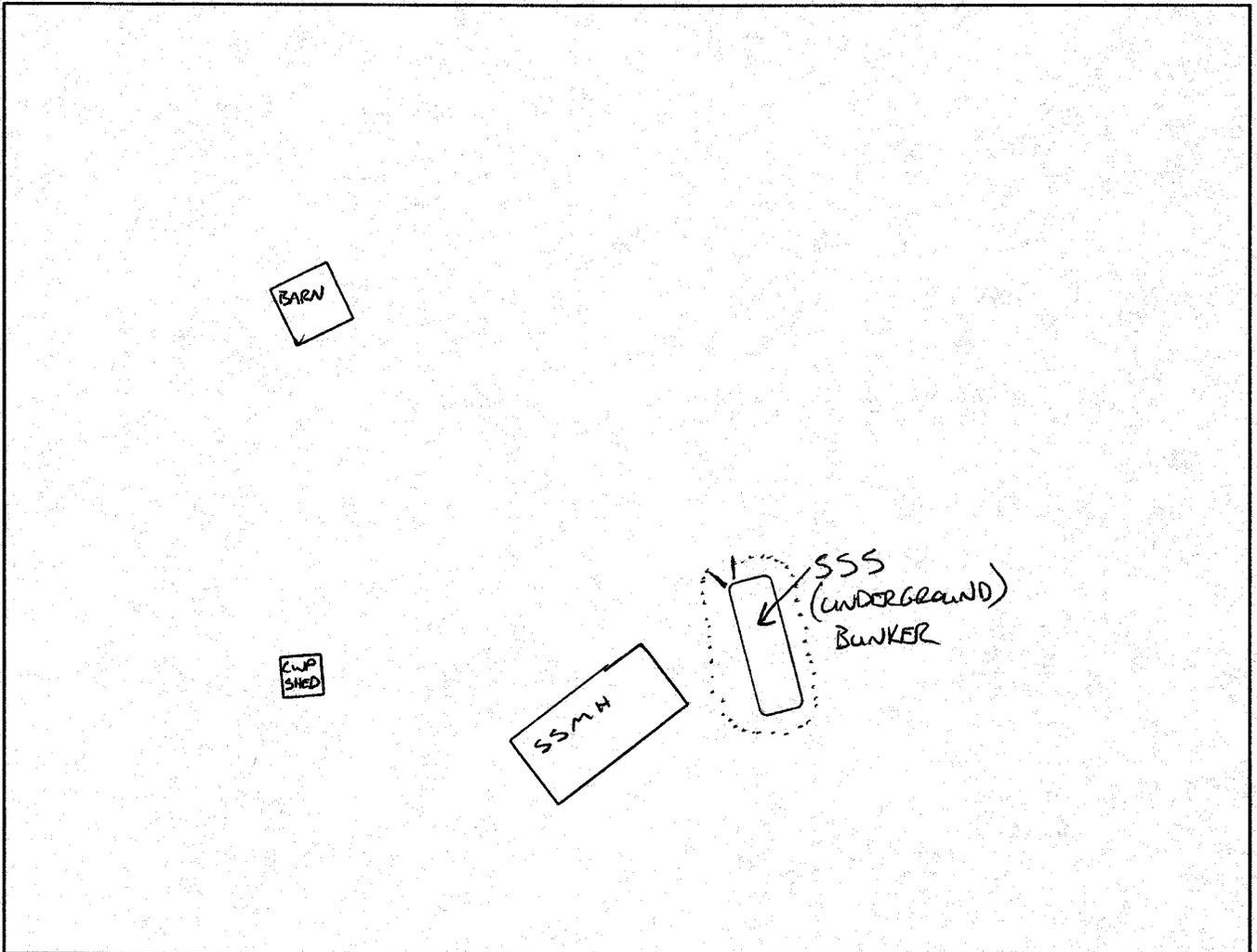
SITE ADDRESS: 43483 MESA ST, BANNING

ASSESSOR'S PARCEL: 531-050-037

ACREAGE: 4.6799998

NORTH ARROW: 

REAR PROPERTY LINE



FRONT PROPERTY LINE: 43483 MESA ST, BANNING

PREPARED BY: J. PALMER #102 DATE: 12/31/2013

Code Enforcement Case: CV1303875

Printed on: 12/31/2013

*Photographs*



SSS- Underground Bunker, front entrance. J. Palmer - 09/26/2013



SSS- Underground Bunker, escape tunnel. J. Palmer - 09/26/2013



SSS- Underground Bunker, overall. J. Palmer - 09/26/2013



SSS- Underground Bunker, overall. J. Palmer - 09/26/2013





SSS- Hazardous Electrical. J. Palmer - 09/26/2013



09/26

9/26/2013



09/26



03/18

3-18-14

# **EXHIBIT “E”**



# COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

## NOTICE OF VIOLATION

CASE No.: CV 13-03875

THE PROPERTY AT: 43483 APN#: \_\_\_\_\_

WAS INSPECTED BY OFFICER: PALMER/BLACK ID#: 102/3 ON 9/27/13 AT 12:00 am/pm

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

<input type="checkbox"/>	5.28.040 (RCO 593)	Excessive Yard Sales - Cease yard sale. Limit of 3 yard sale events, not over 3 consecutive days, per year.	<input type="checkbox"/>	17.252.030 (RCO 348)	Unpermitted Outdoor Advertising Display - Obtain a permit from the Planning Dept. or remove display.
<input type="checkbox"/>	8.28.030 (RCO 821)	Unfenced Pool - Install or provide adequate fencing to secure the pool.	<input type="checkbox"/>	17.172.205 (RCO 348)	Prohibited Fencing - Remove fence. Fences shall not be constructed of garage doors, tires, pallets or other materials not typically used for the construction of fences.
<input type="checkbox"/>	8.120.010 (RCO 541)	Accumulated Rubbish - Remove all rubbish & dispose of in an approved legal landfill.	<input type="checkbox"/>	17. _____ (RCO 348)	Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed - Remove unpermitted mobile home(s) from the property.
<input type="checkbox"/>	15.08.010 (RCO 457)	Unpermitted Construction - Cease construction. Obtain the appropriate permits from the Bldg. & Safety and Planning Departments or demolish the _____.	<input type="checkbox"/>	17. _____ (RCO 348)	Occupied RV/Trailer - Cease occupancy & disconnect all utilities to RV/Trailer.
<input type="checkbox"/>	15.12.020(J)(2) (RCO 457)	Unapproved Grading/Clearing - Cease grading/clearing/stockpiling/importing fill. Obtain a Restoration Assessment from the Dept. of Building & Safety. Perform complete restoration and remediation of the property affected by the unapproved grading in accordance with the Restoration Assessment.	<input type="checkbox"/>	17. _____ (RCO 348)	Excessive Animals - Remove or reduce the number of _____ to less than _____.
<input checked="" type="checkbox"/>	15.16.020 (RCO 457)	Substandard Structure - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects or demolish the structure.	<input type="checkbox"/>	17. _____ (RCO 348)	Unpermitted Land Use: _____ Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
<input type="checkbox"/>	15.48.010 (RCO 457)	Unpermitted Mobile Home—Vacate mobile home. Obtain the appropriate permits from the Planning Dept. & Dept. of Bldg. & Safety prior to occupancy or remove Mobile Home.	<input type="checkbox"/>	17. _____ (RCO 348)	Excessive Outside Storage - Remove or reduce all outside storage to less than _____ square feet at the rear of the property.
<input type="checkbox"/>	15.48.040 (RCO 457)	Substandard Mobile Home/Trailer/RV - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects and Title 25 or demolish the Mobile Home/Trailer/RV.	<input type="checkbox"/>		

COMMENTS: POSTED

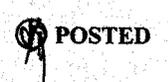
**IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: OCT 26, 2013 FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.**

**NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$ 109 AS DETERMINED BY THE BOARD OF SUPERVISORS. YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE 1.16.**

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

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

WHITE: VIOLATOR GREEN: CASE FILE YELLOW: POSTING



BANKER

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

UNIFORM HOUSING HEALTH & SAFETY

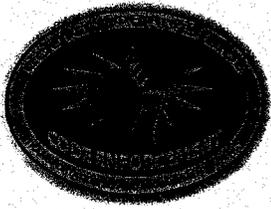
CODE SECTIONS CODE SECTIONS

SUBSTANDARD BUILDING CONDITIONS:

Table with 3 columns: Condition description, Uniform Housing Code Section, Health & Safety Code Section. Includes items like 'Lack of or improper water closet', 'Lack of hot and cold running water', etc.

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

Case No. CV1303875 Address 43483 MESA ST BANNING, CA  
Date 9/26/13 Officer BLACK #3



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

September 27, 2013

RE CASE NO: CV1303875

I, Jim Palmer, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:  
581 South Grand Avenue  
San Jacinto, California, 92582  
Mail Stop #5002.

That on 09/26/13 at 12:15 pm, I securely and conspicuously posted NOTICE OF VIOLATION, NOTICE OF DEFECTS (SSS), NOTICE OF DEFECTS (SSMH), DANGER SIGN (X2) at the property described as:

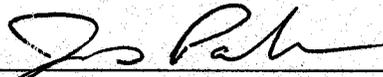
**Property Address:** 43483 MESA ST, BANNING

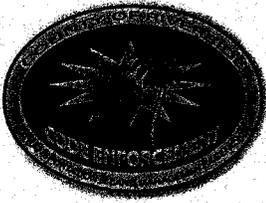
**Assessor's Parcel Number:** 531-050-037

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

Executed on September 27, 2013 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Jim Palmer, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

October 11, 2013

RE CASE NO: CV1303875

I, Jim Palmer, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:  
581 South Grand Avenue  
San Jacinto, California, 92582  
Mail Stop #5002.

That on 10/10/2013 at 10:25 am, I securely and conspicuously posted NOTICE OF VIOLATION at the property described as:

**Property Address:** 43483 MESA ST, BANNING

**Assessor's Parcel Number:** 531-050-037

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

Executed on October 11, 2013 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

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

By: Jim Palmer, Sr. Code Enforcement Officer



# CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

## NOTICE OF VIOLATION

October 8, 2013

MARK J CARPENTER / LINDA CHARIS CARPENTER  
24 CLANCY LN  
RANCHO MIRAGE, CA 92270

RE CASE NO: CV1303875 at 43483 MESA ST, in the community of BANNING, California, Assessor's Parcel Number 531-050-037

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 43483 MESA ST, in the community of BANNING California, Assessor's Parcel Number 531-050-037, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) ,15.48.040 (Ord. 457) ,8.120.010 (Ord. 541) ,17.12.040 (Ord. 348) ,15.08.010 (Ord. 457) ,15.08.010 (Ord. 457) ,15.08.010 (Ord. 457) ,17.12.040 (Ord. 348) ,17.172.020.A.1 (Ord. 348), of the Riverside County Code.

**Said violation is described as:**

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

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

**NOTICE IS FURTHER GIVEN** that in accordance with Sections 17274 and 24436.5 of the 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) 15.48.040 (Ord. 457) - You are hereby directed as the property owner and/or last known registered owner that a substandard mobile home, manufactured home, commercial coach (not on permanent foundation systems), recreational vehicle, or mobile home accessory building within or outside of a mobile home or special occupancy park, is declared to be a nuisance as defined in Chapter 4 of the Uniform Housing Code and adopted by Riverside County Code Chapter 15.48.
- 3) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 4) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.
- 5) 15.08.010 (Ord. 457) - No person shall erect, alter, demolish, use, or maintain a structure without first completing and satisfying all requirements for permits, conditions and approvals in the unincorporated area of the county in accordance with the Ord. 457 and all other applicable laws and regulations.
- 6) 15.08.010 (Ord. 457) - No person shall erect, alter, demolish, use, or maintain a structure without first completing and satisfying all requirements for permits, conditions and approvals in the unincorporated area of the county in

- accordance with the Ord. 457 and all other applicable laws and regulations.
- 7) 15.08.010 (Ord. 457) - No person shall erect, alter, demolish, use, or maintain a structure without first completing and satisfying all requirements for permits, conditions and approvals in the unincorporated area of the county in accordance with the Ord. 457 and all other applicable laws and regulations.
  - 8) 17.12.040 (Ord. 348) - No land, building, or structure shall be used, constructed, altered, or maintained except in conformance with the provisions of this title-Occupied Recreational Vehicle.
  - 9) 17.172.020.A.1 (Ord. 348) - No land, building, or structure shall be used, constructed, altered, or maintained except in conformance with the provisions of this title-violation of permitted uses.

**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.(UNDERGROUND BUNKER)
- 2) You are required to abate this nuisance by repair or rehabilitation per Title 25, removal or demolishing and disposing in an authorized scrap yard.
- 3) Remove all rubbish and dispose of it in an approved, legal landfill.
- 4) Remove or reduce all outside storage to 200 square feet at the rear of the property.
- 5) Obtain all required permits and conform to current codes by completing and satisfying all requirements for permits, conditions and approvals or remove the unpermitted construction. (PATIO COVER TO MOBILE HOME)
- 6) Obtain all required permits and conform to current codes by completing and satisfying all requirements for permits, conditions and approvals or remove the unpermitted construction. (ELECTRIC TO SHED)
- 7) Obtain all required permits and conform to current codes by completing and satisfying all requirements for permits, conditions and approvals or remove the unpermitted construction. (ELECTRIC TO BUNKER)
- 8) Vacate the occupied travel trailer and remove all utilities. (Recreational vehicle, travel trailer, motor home or camper).
- 9) Cease all business activities. Obtain Planning Dept approval prior to resuming business operations. (COMMERCIAL TRUCKING BUSINESS/STORAGE)

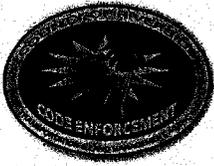
COMPLIANCE MUST BE COMPLETED BY October 27, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

**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: Jim Palmer, Sr. Code Enforcement Officer



# CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

## NOTICE OF VIOLATION

October 8, 2013

Occupant  
43483 MESA ST  
BANNING, CA 92220

RE CASE NO: CV1303875 at 43483 MESA ST, in the community of BANNING, California, Assessor's Parcel Number 531-050-037

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 43483 MESA ST, in the community of BANNING California, Assessor's Parcel Number 531-050-037, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 15.48.040 (Ord. 457), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), 15.08.010 (Ord. 457), 15.08.010 (Ord. 457), 15.08.010 (Ord. 457), 17.12.040 (Ord. 348), 17.172.020.A.1 (Ord. 348), of the Riverside County Code.

**Said violation is described as:**

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

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

**NOTICE IS FURTHER GIVEN** that in accordance with Sections 17274 and 24436.5 of the 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) 15.48.040 (Ord. 457) - You are hereby directed as the property owner and/or last known registered owner that a substandard mobile home, manufactured home, commercial coach (not on permanent foundation systems), recreational vehicle, or mobile home accessory building within or outside of a mobile home or special occupancy park, is declared to be a nuisance as defined in Chapter 4 of the Uniform Housing Code and adopted by Riverside County Code Chapter 15.48.
- 3) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 4) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.
- 5) 15.08.010 (Ord. 457) - No person shall erect, alter, demolish, use, or maintain a structure without first completing and satisfying all requirements for permits, conditions and approvals in the unincorporated area of the county in accordance with the Ord. 457 and all other applicable laws and regulations.
- 6) 15.08.010 (Ord. 457) - No person shall erect, alter, demolish, use, or maintain a structure without first completing and satisfying all requirements for permits, conditions and approvals in the unincorporated area of the county in

- accordance with the Ord. 457 and other applicable laws and regulations.
- 7) 15.08.010 (Ord. 457) - No person shall erect, alter, demolish, use, or maintain a structure without first completing and satisfying all requirements for permits, conditions and approvals in the unincorporated area of the county in accordance with the Ord. 457 and all other applicable laws and regulations.
  - 8) 17.12.040 (Ord. 348) - No land, building, or structure shall be used, constructed, altered, or maintained except in conformance with the provisions of this title-Occupied Recreational Vehicle.
  - 9) 17.172.020.A.1 (Ord. 348) - No land, building, or structure shall be used, constructed, altered, or maintained except in conformance with the provisions of this title-violation of permitted uses.

**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.(UNDERGROUND BUNKER)
- 2) You are required to abate this nuisance by repair or rehabilitation per Title 25, removal or demolishing and disposing in an authorized scrap yard.
- 3) Remove all rubbish and dispose of it in an approved, legal landfill.
- 4) Remove or reduce all outside storage to 200 square feet at the rear of the property.
- 5) Obtain all required permits and conform to current codes by completing and satisfying all requirements for permits, conditions and approvals or remove the unpermitted construction. (PATIO COVER TO MOBILE HOME)
- 6) Obtain all required permits and conform to current codes by completing and satisfying all requirements for permits, conditions and approvals or remove the unpermitted construction. (ELECTRIC TO SHED)
- 7) Obtain all required permits and conform to current codes by completing and satisfying all requirements for permits, conditions and approvals or remove the unpermitted construction. (ELECTRIC TO BUNKER)
- 8) Vacate the occupied travel trailer and remove all utilities. (Recreational vehicle, travel trailer, motor home or camper).
- 9) Cease all business activities. Obtain Planning Dept approval prior to resuming business operations. (COMMERCIAL TRUCKING BUSINESS/STORAGE)

**COMPLIANCE MUST BE COMPLETED BY October 27, 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: Jim Palmer, Sr. Code Enforcement Officer

BOWLER

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

## SUBSTANDARD BUILDING CONDITIONS:

UNIFORM HOUSING CODE SECTIONS HEALTH & SAFETY CODE SECTIONS

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

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

Case No. CV1303875 Address 43483 MESA ST BANNING, CA

Date 9/26/13 Officer BLACK #3



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV1303875

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Amanda Ricks, 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 October 8, 2013, I served the following documents(s):

**Notice of Violation**

NOTICE OF DEFECTS (x2)

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

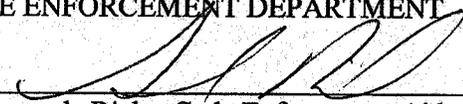
MARK J CARPENTER / LINDA CHARIS CARPENTER 24 CLANCY LN, RANCHO MIRAGE, CA 92270  
OCCUPANT 43483 MESA ST, BANNING, CA 92220

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 October 8, 2013, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Amanda Ricks, Code Enforcement Aide



# CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

## NOTICE OF VIOLATION

October 23, 2013

WELLS FARGO BANK, N.A.  
WFHM FINAL DOCS X9999-01M  
1000 BLUE GENTIAN ROAD  
EAGAN, MN 55121

RE CASE NO: CV1303875 at 43483 MESA ST, in the community of BANNING, California, Assessor's Parcel Number 531-050-037

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 43483 MESA ST, in the community of BANNING California, Assessor's Parcel Number 531-050-037, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 15.48.040 (Ord. 457), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), 15.08.010 (Ord. 457), 15.08.010 (Ord. 457), 15.08.010 (Ord. 457), 17.12.040 (Ord. 348), 17.172.020.A.1 (Ord. 348), of the Riverside County Code.

**Said violation is described as:**

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

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

**NOTICE IS FURTHER GIVEN** that in accordance with Sections 17274 and 24436.5 of the 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) 15.48.040 (Ord. 457) - You are hereby directed as the property owner and/or last known registered owner that a substandard mobile home, manufactured home, commercial coach (not on permanent foundation systems), recreational vehicle, or mobile home accessory building within or outside of a mobile home or special occupancy park, is declared to be a nuisance as defined in Chapter 4 of the Uniform Housing Code and adopted by Riverside County Code Chapter 15.48.
- 3) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 4) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.
- 5) 15.08.010 (Ord. 457) - No person shall erect, alter, demolish, use, or maintain a structure without first completing and satisfying all requirements for permits, conditions and approvals in the unincorporated area of the county in accordance with the Ord. 457 and all other applicable laws and regulations.
- 6) 15.08.010 (Ord. 457) - No person shall erect, alter, demolish, use, or maintain a structure without first completing and

satisfying all requirements for permits, conditions and approvals in the unincorporated area of the county in accordance with the Ord. 457 and all other applicable laws and regulations.

- 7) 15.08.010 (Ord. 457) - No person shall erect, alter, demolish, use, or maintain a structure without first completing and satisfying all requirements for permits, conditions and approvals in the unincorporated area of the county in accordance with the Ord. 457 and all other applicable laws and regulations.
- 8) 17.12.040 (Ord. 348) - No land, building, or structure shall be used, constructed, altered, or maintained except in conformance with the provisions of this title-Occupied Recreational Vehicle.
- 9) 17.172.020.A.1 (Ord. 348) - No land, building, or structure shall be used, constructed, altered, or maintained except in conformance with the provisions of this title-violation of permitted uses.

**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.(UNDERGROUND BUNKER)
- 2) You are required to abate this nuisance by repair or rehabilitation per Title 25, removal or demolishing and disposing in an authorized scrap yard.
- 3) Remove all rubbish and dispose of it in an approved, legal landfill.
- 4) Remove or reduce all outside storage to 200 square feet at the rear of the property.
- 5) Obtain all required permits and conform to current codes by completing and satisfying all requirements for permits, conditions and approvals or remove the unpermitted construction. (PATIO COVER TO MOBILE HOME)
- 6) Obtain all required permits and conform to current codes by completing and satisfying all requirements for permits, conditions and approvals or remove the unpermitted construction. (ELECTRIC TO SHED)
- 7) Obtain all required permits and conform to current codes by completing and satisfying all requirements for permits, conditions and approvals or remove the unpermitted construction. (ELECTRIC TO BUNKER)
- 8) Vacate the occupied travel trailer and remove all utilities. (Recreational vehicle, travel trailer, motor home or camper).
- 9) Cease all business activities. Obtain Planning Dept approval prior to resuming business operations. (COMMERCIAL TRUCKING BUSINESS/STORAGE)

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

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

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

**CODE ENFORCEMENT DEPARTMENT**

**By: Jim Palmer, Sr. Code Enforcement Officer**

BOWLER

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

## SUBSTANDARD BUILDING CONDITIONS:

UNIFORM HOUSING CODE SECTIONS HEALTH & SAFETY CODE SECTIONS

Item	Description	UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. <input checked="" type="checkbox"/>	Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(b)1,2,3	17920.3(a)1,2,3
		<input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure	
2. <input checked="" type="checkbox"/>	Lack of hot and cold running water to plumbing fixtures OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(b)4,5	17920.3(a)4,5
		<input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure	
3. <input checked="" type="checkbox"/>	Lack of connection to required sewage system OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(b)14	17920.3(a)14
		<input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure	
4. <input checked="" type="checkbox"/>	Hazardous plumbing OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(f)	17920.3(e)
		<input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure	
5. <input checked="" type="checkbox"/>	Lack of required electrical lighting OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(b)10	17920.3(a)10
		<input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure	
6. <input checked="" type="checkbox"/>	Hazardous Wiring OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(e)	17920.3(d)
		<input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure	
7. <input checked="" type="checkbox"/>	Lack of adequate heating facilities OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(e)6	17920.3(a)6
		<input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure	
8. [ ]	Deteriorated or inadequate foundation OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(c)1	17920.3(b)1
		[ ] Demolish Or Rehabilitate Structure	
9. [ ]	Defective or deteriorated flooring or floor supports OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(c)2	17920.3(b)2
		[ ] Demolish Or Rehabilitate Structure	
10. <input checked="" type="checkbox"/>	Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(c)4	17920.3(b)4
		<input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure	
11. <input checked="" type="checkbox"/>	Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(e)6	17920.3(b)6
		<input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure	
12. <input checked="" type="checkbox"/>	Dampness of habitable rooms OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(b)11	17920.3(a)11
		<input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure	
13. <input checked="" type="checkbox"/>	Faulty weather protection A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering. OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(h)1-4	17920.3(g)1-4
		<input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure	
14. <input checked="" type="checkbox"/>	General dilapidation or improper maintenance OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(b)13	17920.3(a)13
		<input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure	
15. <input checked="" type="checkbox"/>	Fire hazard OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(f)	17920.3(h)
		<input checked="" type="checkbox"/> 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. <input checked="" type="checkbox"/>	Improper occupancy OBTAIN PERMIT TO: [ ] Repair Per Applicable Building Codes	1001(n)	17920.3(n)
		<input checked="" type="checkbox"/> 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. CV1303875 Address 43483 MESA ST BANNING, CA

Date 9/26/13 Officer BLACK #3



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV1303875

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Amanda Ricks, 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 October 23, 2013, I served the following documents(s):

**Notice of Violation**

NOTICE OF DEFECTS (x2)

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

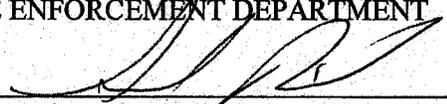
WELLS FARGO BANK, N.A. WFHM FINAL DOCS X9999-01M 1000 BLUE GENTIAN ROAD, EAGAN, MN 55121

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 October 23, 2013, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Amanda Ricks, Code Enforcement Aide

# **EXHIBIT “F”**

RECORDING REQUESTED BY:  
County of Riverside  
Code Enforcement Department

DOC # 2013-0495717  
10/16/2013 04:58P Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL TO:  
County of Riverside  
Code Enforcement Department  
581 South Grand Avenue  
San Jacinto, California, 92582  
Mail Stop #5002



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:  
**MARK J CARPENTER / LINDA CHARIS CARPENTER )**  
and DOES I through X, Owners )

Case #: CV-1303875

**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:** 43483 MESA ST, BANNING CA, 92220  
**PARCEL #:** 531-050-037  
**LEGAL DESCRIPTION:** 4.68 acres in LOT 1 of PM 8889, recorded in PM 60 page 24

**VIOLATION(S):** Riverside County Code (Ordinance) 15.16.020 (Ord. 457), 15.48.040 (Ord. 457), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), 15.08.010 (Ord. 457), 15.08.010 (Ord. 457), 15.08.010 (Ord. 457), 17.12.040 (Ord. 348), 17.172.020.A.1 (Ord. 348) 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:   
Brian Black, Code Enforcement Department

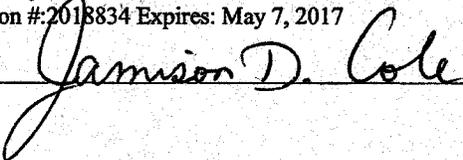
**ACKNOWLEDGEMENT**

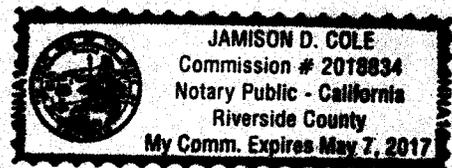
State of California )  
County of Riverside )SS

On 10/16/13 before me, Jamison D. Cole, Notary Public, personally appeared Brian Black who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/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.

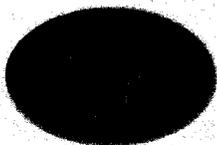
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Commission #: 2018834 Expires: May 7, 2017

Signature:  (Seal)



# **EXHIBIT “G”**



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

Greg Flannery  
Code Enforcement  
Official

April 7, 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.: CV13-03875  
APN: 531-050-037  
Property: 43483 Mesa Street, Banning

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 and 725 to consider the substandard structure located on the SUBJECT PROPERTY described as 43483 Mesa Street, Banning, Riverside County, California, and more particularly described as Assessor's Parcel Number 531-050-037.

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, 1<sup>st</sup> Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

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

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

GREG FLANNERY  
CODE ENFORCEMENT OFFICIAL

*Michelle Cervantes for:*  
\_\_\_\_\_  
MARY ORTIZ  
Supervising Code Enforcement Officer

# **NOTICE LIST**

Subject Property: 43483 Mesa Street, Banning;

Case No.: CV13-03875 Carpenter

APN: 531-050-037; District 5/5

**MARK J. CARPENTER  
LINDA CHARIS CARPENTER  
24 CLANCY LANE  
RANCHO MIRAGE, CA 92270**

**MARK J. CARPENTER  
LINDA CHARIS CARPENTER TRUSTEES  
OF THE CARPENTER FAMILY TRUST  
25 CALNCY LANE  
RANCHO MIRAGE, CA 92270**

**WELLS FARGO BANK, N.A.  
1000 BLUE GENTIAN ROAD  
EAGAN, MN 55121**

**CYNTHIA GAZAWAY  
JACK NOTTINGHAM  
RODNEY NOTTINGHAM  
43483 MESA STREET  
BANNING, CA 92220**

**OCCUPANT  
43483 MESA STREET  
BANNING, CA 92220**

**PROOF OF SERVICE**  
Case No. CV13-03875 Carpenter

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, 12<sup>th</sup> 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)**

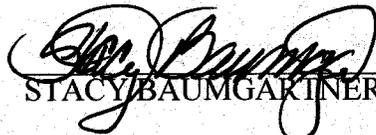
XX **BY FIRST CLASS MAIL.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary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

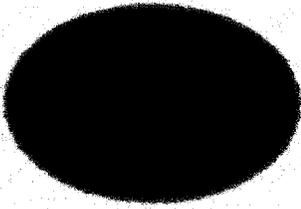
— **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).

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**

Greg Flannery  
Code  
Enforcement  
Official

---

**AFFIDAVIT OF POSTING OF NOTICES**

**Case No.: CV13-03875**

**I, David Jurden, hereby declare:**

1. I am employed by the Riverside County Code Enforcement Department; that my business address is:

County of Riverside  
Code Enforcement Department  
581 S. Grand Avenue  
San Jacinto, CA 92582

2. That on **April 21, 2014 at 1206 PM**, I securely and conspicuously posted the **Notice to Correct County Ordinance Violations and Abate Public Nuisance and Notice List** at the property described as:

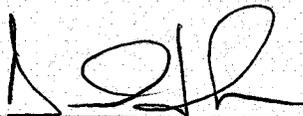
**Property Address: 43483 Mesa Street, Banning**

**Assessor's Parcel Number: 531-050-037**

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

Executed on **April 21, 2014** at San Jacinto, California.

**CODE ENFORCEMENT DEPARTMENT**

By: 

**David Jurden, Code Enforcement Technician**

