

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS DATE: 1/11/16

Departmental Concurrence

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

133A



SUBMITTAL DATE:
JAN 11 2016

FROM: Don Kent, Treasurer-Tax Collector

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 517. Last assessed to: William Gray and Mary Ann E. Gray, husband and wife as Community Property with Right of Survivorship. District 4 [\$15,340] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:
 1. Approve the claim from Wayne S. Guralnick, attorney for Mariposa Desert Homes Homeowners Association for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 639302025-4;
 (continued on page two)

BACKGROUND:

Summary
 In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the April 29, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 17, 2013 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.
 (continued on page two)

Don Kent
 Don Kent
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 15340	\$ 0	\$ 15340	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale				Budget Adjustment: N/A	
				For Fiscal Year: 15/16	

C.E.O. RECOMMENDATION: APPROVE
 BY: *Samuel Wong*
 Samuel Wong
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: Washington
 Date: March 29, 2016
 xc: Treasurer

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

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

Prev. Agn. Ref.: | District: 4 | Agenda Number:

9-13

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 517. Last assessed to: William Gray and Mary Ann E. Gray, husband and wife as Community Property with Right of Survivorship. District 4 [\$15,340] Fund 65595 Excess Proceeds from Tax Sale.

DATE: JAN 11 2016

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from William Gray last assessee;
3. Deny the claim from Mary Ann Gray last assessee;
4. Authorize and direct the Auditor-Controller to issue a warrant to the Wayne S. Guralnick, attorney for Mariposa Desert Homes Homeowners Association in the amount of \$15,340.04, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received three claims for excess proceeds:

1. Claim from Wayne S. Guralnick, attorney for Mariposa Desert Homes Homeowners Association based on a Notice of Assessment Lien recorded August 17, 2011 as Instrument No. 2011-0361375 and a Notice of Default and Election to Sell pursuant to Assessment Lien and the Provision of the Declaration of Restrictions recorded December 9, 2011 as Instrument No. 2011-0545655.
2. Claim from William Gray based on a Grant Deed recorded January 20, 2006 as Instrument No. 2006-0048616.
3. Claim from Mary Ann Gray based on a Grant Deed recorded January 20, 2006 as Instrument No. 2006-0048616.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Wayne S. Guralnick attorney for Mariposa Desert Homes Homeowners Association be awarded excess proceeds in the amount of \$15,340.04. Since the amount claimed by Wayne S. Guralnick, attorney for Mariposa Desert Homes Homeowners Association exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from William Gray and Mary Ann Gray. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Citizens and Businesses

Excess proceeds are being released to the lien holder of the property.

ATTACHMENTS (if needed, in this order):

Copies of the Excess Proceeds Claim forms and supporting documentation are attached.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 517 Assessment No.: 639302025-4

Assessee: GRAY, WILLIAM & MARY ANN E

Situs: 66855 5TH ST DESERT HOT SPRINGS 92240

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$15,482.02 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2011-0361375; recorded on 08/17/2011. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Notice of assessment lien

Claim form

Collection policy

accounting ledger

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 22nd day of July, 2013 at Palm Desert, Riverside County, CA
County, State

Wayne S. Guralnick
Signature of Claimant

Signature of Claimant

Wayne S. Guralnick attorney
Print Name

Print Name

10 Guralnick + Gilliland 40004 Cook
Street Address

Street Address

Palm Desert, CA 92211
City, State, Zip

City, State, Zip

(760) 340-1515
Phone Number

Phone Number

GURALNICK & GILLILAND

ATTORNEYS AT LAW

ATTORNEYS SERVING
COMMUNITY ASSOCIATIONS

40004 COOK ST., SUITE 3
PALM DESERT, CALIFORNIA 92211
TELEPHONE: (760) 340-1515
FACSIMILE: (760) 568-3053
E-MAIL: Melissap@GGHOALAW.COM

PLEASE REFER TO FILE: 93-109

July 23, 2013

Don Kent, Treasurer - Tax Collector
Po Box 12005
Riverside, CA 92502-2205

Re: 66855 5th St. Desert Hot Springs - Assessment No. 639-302-025-4

Dear Deputy Treasurer Tax Collector:

Enclosed please find an original and two copies of our Excess Proceeds Claim Form for the above referenced matter. Please retain the original and one copy for your files and return a conformed copy to this office for our files. We have enclosed a postage-paid return envelope for your convenience in returning the conformed copy.

Thank you very much for your cooperation in this filing.

Sincerely

GURALNICK & GILLILAND



Melissa Platt
Foreclosure Manager

:mp
Enclosure

**ADDENDUM TO
PROOF OF CLAIM**

**CHARGES INCURRED IN ADDITION TO
THE PRINCIPAL AMOUNT OF THE CLAIM**

Re: 66855 5th St. Desert Hot Springs - Assessment No. 639-302-025-4

1. Monthly Assessments and Late Fees	\$ 12,351.02
3. Management Fee	\$ 275.00
4. Pay-or-Lien Letter Fee	\$ 125.00
5. Attorney's Costs	\$ 270.00
6. Title Costs	\$ 378.00
7. Trustees Fees	\$ 850.00
8. Personal Service Fees	\$180.00
9. Publication and Sale Posting Costs	\$400.00
8. Attorney's Fees	<u>\$ 653.00</u>
Total	\$ 15,482.02

ADDENDUM TO PROOF OF CLAIM

Re: 66855 5th St. Desert Hot Springs - Assessment No. 639-302-025-4

The secured debt of homeowners association dues is collectible pursuant to contract under the Declaration of Covenants, Conditions, and Restrictions, as well as *California Civil Code* §§ 1366 and 1367.

In addition to the foregoing, The Association has maintained the common areas it is obligated to maintain under the Covenants, Conditions, and Restrictions for and on behalf of the above-named Debtor(s) who owns a unit within the Subdivision known as **Mariposa Desert Homes Homeowners Association.**

Recording Requested by:
MARIPOSA DESERT HOMES HOMEOWNERS ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

DOC # 2011-0361375
08/17/2011 10:45A Fee:21.00
 Page 1 of 3
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



When Recorded, Mail To:
WAYNE S. GURALNICK
 A Professional Law Corporation
 40-004 Cook Street, Suite 3
 Palm Desert, California 92211
 (760) 340-0558
 93-109

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NOTICE OF ASSESSMENT LIEN

NOTICE IS HEREBY GIVEN that the real property described in Exhibit 'A' attached hereto and made a part hereof, inclusive of Maps, Records of Riverside County, State of California, and the accompanying portion of the Common Area appurtenant thereto, has been assessed by the Board of Directors of MARIPOSA DESERT HOMES HOMEOWNERS ASSOCIATION, A California Nonprofit Mutual Benefit Corporation, pursuant to its authority under the enabling Declaration of Restrictions, recorded December 3, 1980, as Instrument No. 233298, and any amendments thereto, as well as California *Civil Code* §§ 1366 and 1367.

The record owner of said unit/lot is: **WILLIAM GRAY / MARY ANN E. GRAY**
 Property Address (if any): **66855 5TH STREET # 55, DESERT HOT SPRINGS, CA 92240**
 Assessor's Parcel No.: **639-302-025**

Itemized Statement

Amount of Assessment:	\$5,397.06
Special Assessment:	\$500.00
Additional Charges:	
Late Charges/Interest:	454.36
Reimbursement Assessment/Bank Charges:	325.00
Pay-or-Lien:	125.00
Management / Bookkeeping Fees:	125.00
Attorney Costs:	95.00
Collection and/or Attorney's Fees:	425.00
TOTAL ASSESSMENT LIEN DUE:	\$7,446.42

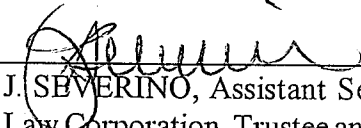
Assessments are due and payable monthly in the amount of **\$224.00** and shall be added to the total amount of the assessment lien, plus late charges, interest and special assessments levied after the date of this assessment lien, if any. The name and address of the Trustee authorized by MARIPOSA DESERT HOMES HOMEOWNERS ASSOCIATION, A California Nonprofit Mutual Benefit Corporation, to enforce this lien by sale (nonjudicial foreclosure) is:

AUTHORIZED TRUSTEE
WAYNE S. GURALNICK
A Professional Law Corporation
40-004 Cook Street, Suite 3
Palm Desert, California 92211
(760) 340-0558

Dated: August 12, 2011

MARIPOSA DESERT HOMES HOMEOWNERS ASSOCIATION, A California Nonprofit
Mutual Benefit Corporation

By: _____


J. SEVERINO, Assistant Secretary of WAYNE S. GURALNICK, A Professional
Law Corporation, Trustee and Authorized Representative for MARIPOSA DESERT
HOMES HOMEOWNERS ASSOCIATION, A California Nonprofit Mutual Benefit
Corporation

State of California)
) ss.
County of Riverside)

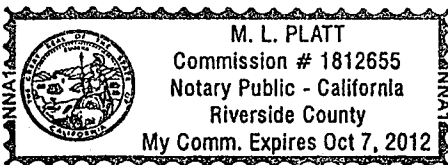
On August 12, 2011, before me, M. L. Platt, a Notary Public, personally appeared J. SEVERINO, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of the person acted, executed the instrument.

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

WITNESS my hand and official seal.



NOTARY PUBLIC



2011-0361375
08/17/2011 10:45A
2 of 3

Exhibit "A"

Real property in the City of Desert Hot Springs, County of Riverside, State of California, described as follows:

PARCEL 1:

AN INDIVIDUAL 1/16TH INTEREST IN AND TO LOT 1 OF TRACT 16092, AS SHOWN BY MAP ON FILE IN BOOK 114 PAGE 48 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THEREFROM THE FOLLOWING:

UNITS 1 THROUGH 16, INCLUSIVE, AS SHOWN ON THE CONDOMINIUM PLAN RECORDED SEPTEMBER 12, 1980 AS INSTRUMENT NO.166631 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

PARCEL 3:

UNIT 8 AS SHOWN UPON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE.

APN: 639-302-025-4



Recording Requested By:
 MARIPOSA DESERT HOMES HOMEOWNERS ASSOCIATION
 A California Nonprofit Mutual Benefit Corporation



When Recorded, Mail to:
 WAYNE S. GURALNICK
 A Professional Law Corporation
 40-004 Cook Street, Suite 3
 Palm Desert, California 92211
 (760) 340-0558
 93-109

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NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO ASSESSMENT LIEN AND THE PROVISIONS OF THE DECLARATION OF RESTRICTIONS

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, AND YOU MAY HAVE THE LEGAL RIGHT TO BRING YOUR ACCOUNT IN GOOD STANDING BY PAYING ALL OF YOUR PAST-DUE PAYMENTS PLUS PERMITTED COSTS AND EXPENSES WITHIN THE TIME PERMITTED BY LAW FOR REINSTATEMENT OF YOUR ACCOUNT, WHICH IS NORMALLY FIVE BUSINESS DAYS PRIOR TO THE DATE SET FOR THE SALE OF YOUR PROPERTY. NO SALE DATE MAY BE SET UNTIL THREE MONTHS FROM THE DATE THIS NOTICE OF DEFAULT MAY BE RECORDED (WHICH DATE OF RECORDATION APPEARS ON THIS NOTICE). THIS AMOUNT IS TEN THOUSAND SIXTY FOUR DOLLARS AND TWO CENTS (\$10,064.02) THROUGH DECEMBER 6, 2011, AND WILL INCREASE UNTIL YOUR ACCOUNT BECOMES CURRENT.

WHILE YOUR PROPERTY IS IN FORECLOSURE, YOU STILL MUST PAY OTHER OBLIGATIONS (SUCH AS INSURANCE AND TAXES) REQUIRED BY YOUR NOTE AND DEED OF TRUST OR MORTGAGE. IF YOU FAIL TO MAKE FUTURE PAYMENTS ON THE LOAN, PAY TAXES ON THE PROPERTY, PROVIDE INSURANCE ON THE NOTE AND DEED OF TRUST OR MORTGAGE, THE BENEFICIARY OR MORTGAGEE MAY INSIST THAT YOU DO SO IN ORDER TO REINSTATE YOUR ACCOUNT IN GOOD STANDING. IN ADDITION, THE BENEFICIARY OR MORTGAGEE MAY REQUIRE AS A CONDITION TO REINSTATEMENT THAT YOU PROVIDE RELIABLE WRITTEN EVIDENCE THAT YOU PAID ALL SENIOR LIENS, PROPERTY TAXES, AND HAZARD INSURANCE PREMIUMS.

UPON YOUR WRITTEN REQUEST, THE BENEFICIARY OR MORTGAGEE WILL GIVE YOU A WRITTEN ITEMIZATION OF THE ENTIRE AMOUNT YOU MUST PAY. YOU MAY NOT HAVE TO PAY THE ENTIRE UNPAID PORTION OF YOUR ACCOUNT, EVEN THOUGH FULL PAYMENT WAS DEMANDED, BUT YOU MUST PAY ALL AMOUNTS IN DEFAULT AT THE TIME PAYMENT IS MADE. HOWEVER, YOU AND YOUR BENEFICIARY OR MORTGAGEE MAY MUTUALLY AGREE IN WRITING PRIOR TO THE TIME THE NOTICE OF SALE IS POSTED (WHICH MAY NOT BE EARLIER THAN THE END OF THE THREE-MONTH PERIOD STATED ABOVE) TO, AMONG OTHER THINGS, (1) PROVIDE ADDITIONAL TIME IN WHICH TO CURE THE DEFAULT BY TRANSFER OF THE PROPERTY OR OTHERWISE; OR (2) ESTABLISH A SCHEDULE OF PAYMENTS IN ORDER TO CURE YOUR DEFAULT; OR BOTH (1) AND (2).

FOLLOWING THE EXPIRATION OF THE TIME PERIOD REFERRED TO IN THE FIRST PARAGRAPH OF THIS NOTICE, UNLESS THE OBLIGATION BEING FORECLOSED UPON OR A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND YOUR CREDITOR PERMITS A LONGER PERIOD, YOU HAVE ONLY THE LEGAL RIGHT TO STOP THE SALE OF YOUR PROPERTY BY PAYING THE ENTIRE AMOUNT DEMANDED BY YOUR CREDITOR.

TO FIND OUT THE AMOUNT YOU MUST PAY OR TO ARRANGE FOR PAYMENT TO STOP THE FORECLOSURE, OR IF YOUR PROPERTY IS IN FORECLOSURE FOR ANY OTHER REASON, CONTACT:

SUBSTITUTED TRUSTEE
WAYNE S. GURALNICK
A Professional Law Corporation
40-004 Cook Street, Suite 3
Palm Desert, California 92211
(760) 340-0558

IF YOU HAVE ANY QUESTIONS, YOU SHOULD CONTACT A LAWYER OR THE GOVERNMENTAL AGENCY WHICH MAY HAVE INSURED YOUR LOAN.

NOTWITHSTANDING THE FACT THAT YOUR PROPERTY IS IN FORECLOSURE, YOU MAY OFFER YOUR PROPERTY FOR SALE, PROVIDED THE SALE IS CONCLUDED PRIOR TO THE CONCLUSION OF THE FORECLOSURE.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER PROVISION OF THE
DECLARATION OF RESTRICTIONS**

In the matter of the Notice of Assessment Lien executed by MARIPOSA DESERT HOMES HOMEOWNERS ASSOCIATION, A California Nonprofit Mutual Benefit Corporation, dated August 12, 2011, recorded on August 17, 2011 as Document No. 2011-0361375 in Book 2011, Page 0361375, of the Official Records, in the office of the Riverside County Recorder and by the authority granted by the Declaration of Covenants, Conditions and Restrictions for MARIPOSA DESERT HOMES HOMEOWNERS ASSOCIATION, A California Nonprofit Mutual Benefit Corporation, County of Riverside, State of California, recorded December 3, 1980, as Instrument No. 233298 and all amendments and supplements thereto, Official Records in the office of the County Recorder of Riverside County, California. **NOTICE IS HEREBY GIVEN** that a breach of obligation has occurred in connection with the payment of assessments, which obligation was created by a Document entitled Declaration for Establishment of Covenants, Conditions, and Restrictions for MARIPOSA DESERT HOMES HOMEOWNERS ASSOCIATION, recorded on December 3, 1980, as Instrument No. 233298, of Official Records of Riverside County, California, affecting real property and the improvements situated thereon, held in the name of:

WILLIAM GRAY / MARY ANN E. GRAY

LEGALLY DESCRIBED AS: See Exhibit 'A' attached hereto and made a part hereof, inclusive of Maps, Records of Riverside County, State of California, and the accompanying portion of the Common Area appurtenant thereto.

Assessor's Parcel No.: 639-302-025

Property: **66855 5TH STREET # 55, DESERT HOT SPRINGS, CA 92240**



MARIPOSA DESERT HOMES HOMEOWNERS ASSOCIATION
ASSESSMENT COLLECTION POLICY AND STANDARDS FOR PAYMENT PLANS

Effective August, 2010

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §1365(d), and payment plan standards consistent with CC §1367.1(c)(3):

1. **Due Dates:** Regular assessments are due and payable on the first day of each month. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.

2. **Obligation to Pay:** Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the subject property (the "Property") at the time the assessment or other sums are levied. (CC §1367.1(a)) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association. (CC §§1366(e); 1367.1(a))

3. **Late Charges:** Unpaid assessments are delinquent 15 days after they are due. (CC §1366(e)) A late charge of ten percent (10%) will be charged for any assessment which is not paid in full within 15 days of the due date. (CC §1366(e)(2))

4. **Interest:** Interest on the balance due will accrue at the rate of 12% per annum commencing thirty (30) days after the assessment becomes due. (CC §1366(e)(3))

5. **Application of Payments:** Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.

6. **Delinquency Notice:** If any assessment becomes delinquent, the Association will send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with the Association. The owner will be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.

7. **Right to Submit Secondary Address:** Owners may submit a written request to the Association to use a secondary address. Any such request must be mailed to the Association (at the address indicated below) in a manner that shall indicate that the Association has received it (e.g., via certified mail). CC §1367.1(k) The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.

8. **Suspension of Privileges:** Without prejudice to its right to continue with and/or take other collection action, in the event an assessment is not paid within 30 days of its due date, an owner's membership rights, including, but not limited to voting rights, or rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to CC §1363(h) and Corporations Code §7341. The Association will not deny an owner or occupant physical access to his or her separate interest by way of any such suspension of privileges. (CC §1361.5)

9. **Pre-Lien Notice:** Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by CC §1367.1(a), by certified and first class mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.

10. **Opportunity to Meet and Confer:** An owner may dispute the debt noticed in the pre-lien letter by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution Policy adopted pursuant to CC 1363.810. (CC §1367.1(a)(5))

11. **Right to Request a Payment Plan:** Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly-scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (CC §1367.1(c)(3)) In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the Standards for Payment Plans set forth below.

12. Standards for Payment Plans: Payment plans will be considered on a case-by-case basis. Generally, no payment plan may exceed six (6) months in duration. Fees and/or costs may be charged for the administration of any payment plan, and may vary based upon the duration of the payment plan. Any request for a payment plan which exceeds six months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the repayment period to secure the debt while the payment plan is pending. Payment plans must provide for full payment of the delinquent amounts, in addition to the amounts which will accrue during the repayment period, including any regular and/or special assessments, and any fees and/or costs related to the administration of the payment plan and/or for the recording and/or release of any lien. Once a payment plan is entered into, additional late charges will not accrue for so long as the owner complies with the terms of the payment plan. In the event of a default in any payment agreement, the Association will resume collection efforts from the time prior to entering into the payment plan. (CC §1367.1(c)(3))

13. Lien: If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's Property. (CC §1367.1(d)) The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting. (CC §1367.4(c)(2))

14. Notice of Recordation of Lien: A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §1367.1(d)) Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.

15. Dispute Resolution: Prior to initiating foreclosure of any lien, the association shall offer to the owner of the Property, and if so requested by the owner, shall participate in dispute resolution in accordance with the Association's Internal Dispute Resolution Policy, or in alternative dispute resolution with a neutral third party pursuant to CC §1369.510 et seq. The decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.

16. Foreclosure of Lien: The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.

17. Notice to Owner of Decision to Foreclose: If the board of directors decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to CC §1367.4(c)(3). Such notice will be by personal service to an owner who occupies the Property or to the owner's legal representative. The board shall provide written notice to an owner of Property who does not occupy the Property by first-class mail, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's Property shall be treated as the owner's mailing address. (CC §1367.4(c)(3))

18. Release of Lien Upon Satisfaction of Debt: Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §1367.1(d))

19. Right to Inspect Records: Owners have the right to inspect certain Association records pursuant to Corporations Code §8333 to verify the debt.

20. Association's Address: Mailing address for overnight payment of assessments:

Mariposa Desert Homes
c/o Personalized Property Management
68950 Adelina Road
Cathedral City, California 92234-3747

21. Association's Right to Collect by Any Lawful Means: Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

T/R 4.3.1

CUSTOMER TRANSACTION HISTORY FOR ALL TRANSACTIONS

AS OF 18 Jul 2013

CLIENT #: 268 MARIPOSA DESERT HOMES HOA
 UNIT #: 855 WILLIAM and MARY GRAY
 MAILING ADDRESS: 2981 W. LINCOLN STREET
 SUITE 210
 BANNING, CA 92220

PHYS. ADDR: 66855 5th STREET
 DESERT HOT SPRINGS, CA 92240

MOVEIN DATE: 05 Aug 2010
 % INTEREST:-
 HOME#:
 WORK#:

CURR BALANCE: 13,806.82 PMTS on HOLD: 0.00 PRIMARY CHRG: 224.00 FEE CHARGE: 0.00
 DATE SENT TO COLLECTIONS: 28 Feb 2011 UnDEP'd PMTS: 0.00 MISC CHRGS: 0.00 DEP CHARGE: 0.00

..DATE..	REF NO.	LAST NAME	SOURCE	AMOUNT	PREV BAL	CURR BAL
12-20-10	14	GRAY	LATE CHARGE	22.40	4,079.62	4,102.02
12-01-10	13	GRAY	ASSOCIATION DUES	224.00	3,855.62	4,079.62
11-17-10	12	GRAY	LATE CHARGE	22.40	3,833.22	3,855.62
11-01-10	11	GRAY	ASSOCIATION DUES	224.00	3,609.22	3,833.22
10-19-10	10	GRAY	LATE CHARGE	22.40	3,586.82	3,609.22
10-01-10	9	GRAY	ASSOCIATION DUES	224.00	3,362.82	3,586.82
09-01-10	8	GRAY	ASSOCIATION DUES	194.00	3,168.82	3,362.82
07-31-10	7	GRAY	PREVIOUS BALANCE	2,974.82	194.00	3,168.82
08-01-10	6	GRAY	ASSOCIATION DUES	194.00	0.00	194.00

T/R 4.3.1

CUSTOMER TRANSACTION HISTORY FOR ALL TRANSACTIONS

AS OF 18 Jul 2013

CLIENT #: 268 MARIPOSA DESERT HOMES HOA
 UNIT #: 855 WILLIAM and MARY GRAY
 MAILING ADDRESS: 2981 W. LINCOLN STREET
 SUITE 210
 BANNING, CA 92220

PHYS. ADDR: 66855 5th STREET
 DESERT HOT SPRINGS, CA 92240

MOVEIN DATE: 05 Aug 2010
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..DATE..	REF NO.	LAST NAME	SOURCE	AMOUNT	PREV BAL	CURR BAL
10-01-11	44	GRAY	SPECIAL ASSESSMENT	500.00	7,427.22	7,927.22
10-01-11	43	GRAY	ASSOCIATION DUES	224.00	7,203.22	7,427.22
09-20-11	42	GRAY	ADMIN. FEE LATE CHARGE	8.00	7,195.22	7,203.22
09-20-11	41	GRAY	LATE CHARGE	22.40	7,172.82	7,195.22
09-01-11	40	GRAY	ASSOCIATION DUES	224.00	6,948.82	7,172.82
08-18-11	39	GRAY	LATE CHARGE	22.40	6,926.42	6,948.82
08-03-11	38	GRAY	S/A LATE CHARGE	50.00	6,876.42	6,926.42
08-01-11	37	GRAY	ASSOCIATION DUES	224.00	6,652.42	6,876.42
07-20-11	36	GRAY	ADMIN. FEE LATE CHARGE	8.00	6,644.42	6,652.42
07-20-11	35	GRAY	LATE CHARGE	72.40	6,572.02	6,644.42
07-01-11	34	GRAY	SPECIAL ASSESSMENT	500.00	6,072.02	6,572.02
07-01-11	33	GRAY	ASSOCIATION DUES	224.00	5,848.02	6,072.02
06-20-11	32	GRAY	ADMIN. FEE LATE CHARGE	8.00	5,840.02	5,848.02
06-20-11	31	GRAY	LATE CHARGE	22.40	5,817.62	5,840.02
06-01-11	30	GRAY	ASSOCIATION DUES	224.00	5,593.62	5,817.62
05-18-11	29	GRAY	ADMIN. FEE LATE CHARGE	8.00	5,585.62	5,593.62
05-18-11	28	GRAY	LATE CHARGE	22.40	5,563.22	5,585.62
05-01-11	27	GRAY	ASSOCIATION DUES	224.00	5,339.22	5,563.22
04-20-11	26	GRAY	ADMIN. FEE LATE CHARGE	8.00	5,331.22	5,339.22
04-20-11	25	GRAY	LATE CHARGE	22.40	5,308.82	5,331.22
04-07-11	24	GRAY	ATTORNEY FEES	125.00	5,183.82	5,308.82
04-01-11	23	GRAY	ASSOCIATION DUES	224.00	4,959.82	5,183.82
03-18-11	22	GRAY	ADMIN. FEE LATE CHARGE	8.00	4,951.82	4,959.82
03-18-11	21	GRAY	LATE CHARGE	22.40	4,929.42	4,951.82
03-01-11	20	GRAY	ASSOCIATION DUES	224.00	4,705.42	4,929.42
02-28-11	19	GRAY	PAST DUE ACCT RECON./LATE LETTER	125.00	4,580.42	4,705.42
02-01-11	18	GRAY	ASSOCIATION DUES	224.00	4,356.42	4,580.42
01-19-11	17	GRAY	ADMIN. FEE LATE CHARGE	8.00	4,348.42	4,356.42
01-19-11	16	GRAY	LATE CHARGE	22.40	4,326.02	4,348.42
01-01-11	15	GRAY	ASSOCIATION DUES	224.00	4,102.02	4,326.02

T/R 4.3.1 CUSTOMER TRANSACTION HISTORY FOR ALL TRANSACTIONS AS OF 18 Jul 2013

CLIENT #: 268 MARIPOSA DESERT HOMES HOA PHYS. ADDR: 66855 5th STREET MOVEIN DATE: 05 Aug 2010
 UNIT #--: 855 WILLIAM and MARY GRAY DESERT HOT SPRINGS, CA 92240 % INTEREST--:
 MAILING ADDRESS: 2981 W. LINCOLN STREET LGL DESC--: HOME#:
 SUITE 210 MORTGAGEE: WORK#:
 BANNING, CA 92220 SERVICER--:

CURR BALANCE: 13,806.82 PMTS on HOLD: 0.00 PRIMARY CHRG: 224.00 FEE CHARGE: 0.00
 DATE SENT TO COLLECTIONS: 28 Feb 2011 UnDEP'd PMTS: 0.00 MISC CHRGs: 0.00 DEP CHARGE: 0.00

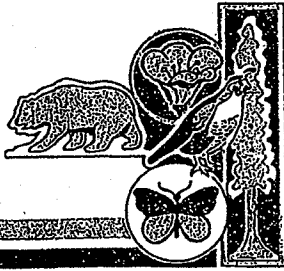
..DATE..	REF NO.	LAST NAME	SOURCE	AMOUNT	PREV BAL	CURR BAL
08-01-12	74	GRAY	ASSOCIATION DUES	224.00	10,247.22	10,471.22
07-15-12	73	GRAY	ADMIN. FEE LATE CHARGE	8.00	10,239.22	10,247.22
07-15-12	72	GRAY	LATE CHARGE	22.40	10,216.82	10,239.22
07-01-12	71	GRAY	ASSOCIATION DUES	224.00	9,992.82	10,216.82
06-25-12	70	GRAY	ADMIN. FEE LATE CHARGE	8.00	9,984.82	9,992.82
06-25-12	69	GRAY	LATE CHARGE	22.40	9,962.42	9,984.82
06-01-12	68	GRAY	ASSOCIATION DUES	224.00	9,738.42	9,962.42
05-17-12	67	GRAY	ADMIN. FEE LATE CHARGE	8.00	9,730.42	9,738.42
05-17-12	66	GRAY	LATE CHARGE	22.40	9,708.02	9,730.42
05-01-12	65	GRAY	ASSOCIATION DUES	224.00	9,484.02	9,708.02
04-17-12	64	GRAY	ADMIN. FEE LATE CHARGE	8.00	9,476.02	9,484.02
04-17-12	63	GRAY	LATE CHARGE	22.40	9,453.62	9,476.02
04-01-12	62	GRAY	ASSOCIATION DUES	224.00	9,229.62	9,453.62
03-19-12	61	GRAY	ADMIN. FEE LATE CHARGE	8.00	9,221.62	9,229.62
03-19-12	60	GRAY	LATE CHARGE	22.40	9,199.22	9,221.62
03-01-12	59	GRAY	ASSOCIATION DUES	224.00	8,975.22	9,199.22
02-20-12	58	GRAY	ADMIN. FEE LATE CHARGE	8.00	8,967.22	8,975.22
02-20-12	57	GRAY	LATE CHARGE	22.40	8,944.82	8,967.22
02-01-12	56	GRAY	ASSOCIATION DUES	224.00	8,720.82	8,944.82
01-21-12	55	GRAY	ADMIN. FEE LATE CHARGE	8.00	8,712.82	8,720.82
01-21-12	54	GRAY	LATE CHARGE	22.40	8,690.42	8,712.82
01-01-12	53	GRAY	ASSOCIATION DUES	224.00	8,466.42	8,690.42
12-20-11	52	GRAY	ADMIN. FEE LATE CHARGE	8.00	8,458.42	8,466.42
12-20-11	51	GRAY	LATE CHARGE	22.40	8,436.02	8,458.42
12-01-11	50	GRAY	ASSOCIATION DUES	224.00	8,212.02	8,436.02
11-18-11	49	GRAY	ADMIN. FEE LATE CHARGE	8.00	8,204.02	8,212.02
11-18-11	48	GRAY	LATE CHARGE	22.40	8,181.62	8,204.02
11-01-11	47	GRAY	ASSOCIATION DUES	224.00	7,957.62	8,181.62
10-18-11	46	GRAY	ADMIN. FEE LATE CHARGE	8.00	7,949.62	7,957.62
10-18-11	45	GRAY	LATE CHARGE	22.40	7,927.22	7,949.62

T/R 4.3.1 CUSTOMER TRANSACTION HISTORY FOR ALL TRANSACTIONS AS OF 18 Jul 2013

CLIENT #: 268 MARIPOSA DESERT HOMES HOA PHYS. ADDR: 66855 5th STREET MOVEIN DATE: 05 Aug 2010
 UNIT #--: 855 WILLIAM and MARY GRAY DESERT HOT SPRINGS, CA 92240 % INTEREST--:
 MAILING ADDRESS: 2981 W. LINCOLN STREET LGL DESC--: HOME#:
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..DATE..	REF NO.	LAST NAME	SOURCE	AMOUNT	PREV BAL	CURR BAL
07-01-13	104	GRAY	ASSOCIATION DUES	224.00	13,582.82	13,806.82
06-15-13	103	GRAY	ADMIN. FEE LATE CHARGE	8.00	13,574.82	13,582.82
06-15-13	102	GRAY	LATE CHARGE	22.40	13,552.42	13,574.82
06-01-13	101	GRAY	ASSOCIATION DUES	224.00	13,328.42	13,552.42
05-17-13	100	GRAY	ADMIN. FEE LATE CHARGE	8.00	13,320.42	13,328.42
05-17-13	99	GRAY	LATE CHARGE	22.40	13,298.02	13,320.42
05-01-13	98	GRAY	ASSOCIATION DUES	224.00	13,074.02	13,298.02
04-17-13	97	GRAY	ADMIN. FEE LATE CHARGE	8.00	13,066.02	13,074.02
04-17-13	96	GRAY	LATE CHARGE	22.40	13,043.62	13,066.02
04-01-13	95	GRAY	ASSOCIATION DUES	224.00	12,819.62	13,043.62
03-01-13	94	GRAY	ASSOCIATION DUES	224.00	12,595.62	12,819.62
02-20-13	93	GRAY	ADMIN. FEE LATE CHARGE	8.00	12,587.62	12,595.62
02-20-13	92	GRAY	LATE CHARGE	22.40	12,565.22	12,587.62
02-01-13	91	GRAY	ASSOCIATION DUES	224.00	12,341.22	12,565.22
01-01-13	90	GRAY	ASSOCIATION DUES	224.00	12,117.22	12,341.22
12-31-12	89	GRAY	GURALNICK & GILLILAND, LLP NO. 93-109	598.00	11,519.22	12,117.22
12-18-12	88	GRAY	ADMIN. FEE LATE CHARGE	8.00	11,511.22	11,519.22
12-18-12	87	GRAY	LATE CHARGE	22.40	11,488.82	11,511.22
12-01-12	86	GRAY	ASSOCIATION DUES	224.00	11,264.82	11,488.82
11-19-12	85	GRAY	ADMIN. FEE LATE CHARGE	8.00	11,256.82	11,264.82
11-19-12	84	GRAY	LATE CHARGE	22.40	11,234.42	11,256.82
11-01-12	83	GRAY	ASSOCIATION DUES	224.00	11,010.42	11,234.42
10-15-12	82	GRAY	ADMIN. FEE LATE CHARGE	8.00	11,002.42	11,010.42
10-15-12	81	GRAY	LATE CHARGE	22.40	10,980.02	11,002.42
10-01-12	80	GRAY	ASSOCIATION DUES	224.00	10,756.02	10,980.02
09-19-12	79	GRAY	ADMIN. FEE LATE CHARGE	8.00	10,748.02	10,756.02
09-19-12	78	GRAY	LATE CHARGE	22.40	10,725.62	10,748.02
09-01-12	77	GRAY	ASSOCIATION DUES	224.00	10,501.62	10,725.62
08-17-12	76	GRAY	ADMIN. FEE LATE CHARGE	8.00	10,493.62	10,501.62
08-17-12	75	GRAY	LATE CHARGE	22.40	10,471.22	10,493.62



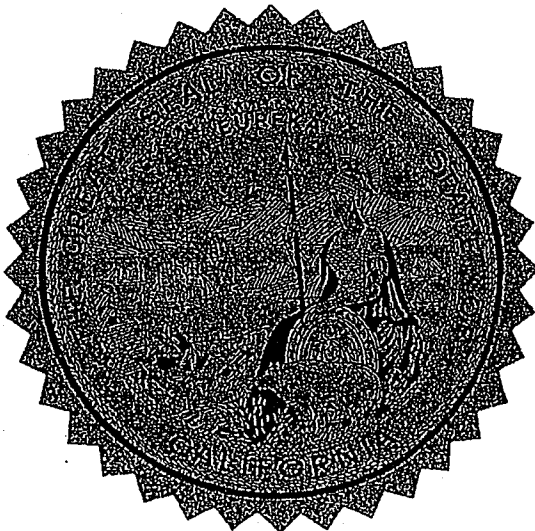
State
of
California
OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

DEC 17 1980



March Fong Eu

Secretary of State

1032374

ENDORSED
FILED

In the office of the Secretary of State
of the State of California

DEC 16 1980

MARCH FONG EU, Secretary of State
Carmelle M. Guy
Deputy

ARTICLES OF INCORPORATION
OF
MARIPOSA DESERT HOMES

I

The name of this corporation is MARIPOSA DESERT HOMES, hereinafter also referred to as the "Association".

II

A. This corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

B. The specific purpose of this corporation is to provide for maintenance, preservation, and architectural control of the condominium project of the following described real property located in the County of Riverside, State of California, and all structures and improvements thereon:

Lot 1 of Tract 16092, City of Desert Hot Springs

1. To promote the health, safety, and welfare of the residents in the above-described condominium project;
2. To exercise all of the powers and privileges and to perform all duties and obligations of the Association arising from any covenants, condition, and restrictions applicable to the above named property;

3. To fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

4. To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association.

5. To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

6. To act in the capacity of principal, agent, joint venturer, partner, or otherwise.

III

The name and address in the State of California of this Corporation's initial agent for service of process is : IRENE MACIBORSKI, 33342 Sea - Bright Drive, Dana Point, California 92629.

IV

The authorized number and qualifications of members of the Association, the different classes of membership, if any, the property, voting, and other rights and privileges of the members, and their liability for dues and assessments and the method of collection thereof, shall be set forth in the Bylaws.

Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation.

IN WITNESS WHEREOF, the undersigned, who are the incorporators of this corporation, have executed these Articles of Incorporation on the 13 day of December, 1980.

Melvin E. Maciborski
MELVIN E. MACIBORSKI, Incorporator

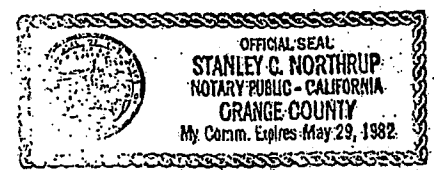
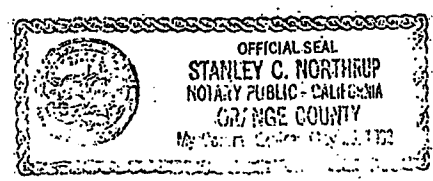
Irene S. Maciborski
IRENE S. MACIBORSKI, Incorporator

State of California)
County of Orange)

On December 13, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared MELVIN E. MACIBORSKI and IRENE S. MACIBORSKI known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Stanley C. Northrup
NOTARY PUBLIC



ASSOCIATION FULL-SERVICE MANAGEMENT AGREEMENT

I. PARTIES INVOLVED IN THIS AGREEMENT

This Agreement is made by and between **Mariposa Desert Homes Homeowners Association**, a California non-profit mutual benefit corporation, hereinafter called "Association", and **Personalized Property Management Company** a subsidiary of **Warfield Enterprises Inc.**, a California corporation, hereinafter called "Management". In consideration of the mutual promises, covenants, and conditions herein contained, Association and Management agree as follows:

II. APPOINTMENT OF AGENT AND TERM OF AGREEMENT

- A. The Association hereby appoints Management, and Management hereby accepts appointment on the terms and conditions hereinafter provided, as managing agent of Association, located in the City of Desert Hot Springs, County of Riverside, State of California,. The term of this Agreement shall be for a period of **eighteen months** (1 ½ years) beginning on the first day of **August 2010**, and ending on the last day of **January 2012**, subject to earlier termination by either party as indicated in Paragraph II.C below. This agreement shall automatically renew at the end of the term for a twelve month term thereafter unless either party has given 60 days written notice of intent to terminate or re-negotiate this Agreement.
- B. It is the intent of the Association that it will have no employees and that all personnel utilized under this agreement shall be employees of Management. As such, Management will hire all personnel for Management's efficient discharge of duties and services enumerated herein (hereinafter "staff personnel"). Management shall designate a specific individual who shall be responsible for the administration of Management's services to be performed under this Agreement (hereinafter "Community Manager").
- C. Either party may terminate this agreement by providing sixty (60) days written notice to the other. This termination provision may be invoked with or without cause. Upon such notice of termination, both parties agree that this agreement shall remain in full force and effect for the entire sixty (60) days. See specific provision in Section X regarding payment. Should this agreement terminate prior to any deferred payments being paid, the full amount of unpaid deferred payment amount shall become immediately due and payable.

III. SERVICES AND DUTIES

Management shall perform all of the provisions contained herein and as set forth in Exhibit A, for the monthly compensation as designated in Section X of this Agreement.

A. Management Staff.

1. Management fully understands that the function of Association is the operation and management of the Association's community and Management agrees to confer fully and freely with the Association regarding the performance of Management's duties related thereto and as herein set forth.
2. All direction to Management from Association shall come from the Board of Directors. Association hereby agrees to appoint one member of its Board of Directors as the primary source of direction to Management. It is further understood and agreed that the authority and duties conferred upon Management hereunder are presumed to have been agreed upon by the Board of Directors and that no single board member shall have authority on his or her own.
3. If Association is dissatisfied with the performance of the Community Manager, Association and Management should make reasonable efforts to resolve management problems, including providing a different Community Manager, should that be the best mutually agreed upon remedy.

B. Liaison Duties with Homeowners.

1. Management shall maintain a professional rapport with homeowners in regard to requests for service concerning Association-owned or controlled property in a business-like fashion. Management will receive maintenance requests and complaints concerning common areas; Management will instruct contractors for correction of minor and routine problems. Significant problems, complaints or requests of a serious or unusual nature shall be reported to the Association's President or designated Board member with appropriate recommendations or for the purpose of receiving further instructions from the Board.
2. Management shall cooperate with all homeowners to keep them informed and assist them as requested in understanding the Association's governing documents, including such issues as CC&R's, bylaws, architectural standards, and rules and regulations. Management shall assist the Association and Board of Directors in providing communications to all homeowners within the subdivision, including: (1) return of all phone calls and/or email from homeowners within twenty-four hours (or the next business day, should the message come in over a weekend or holiday); and (2) provide written response to homeowners, if requested, upon approval by the Board of Directors. Management shall prepare correspondence to homeowners at the Board of Directors' request. Such correspondence shall not exceed five (5) letters per month. Management

reserves the right to collect an administrative fee for additional correspondence requests.

3. Management shall take timely action as appropriate and consistent with both budgetary limitations and Board direction regarding maintenance requests received.
4. Any copying and mailing of newsletters and/or other communications to homeowners may be prepared by Management (or a 3rd party at management's discretion), and the costs of preparation/ mailing shall be paid by Association in accordance with the schedule attached hereto as Exhibit A.

C. After Hour Arrangements.

During the time the Association's office is closed, (outside of regular business hours) Management shall provide a 24-hour, seven days a week telephone answering service for the purpose of receiving reports concerning (life or property threatening) emergencies in the common areas of the Association. "Emergencies" shall not be construed to include any of the following: vandalism which does not impact the habitability of a residential unit, parking violations, towing problems, loud parties or unruly behavior in dwellings or on the common area.

D. Common Area Facilities Management.

1. Management shall provide regular periodic site visits to the community to ascertain if proper performance has been provided by vendors and contractors. Management will follow up this inspection by communicating with individual contractors if necessary and will advise Association's Board of Directors of any problems encountered with those contractors.
2. Community Manager shall immediately notify the designated Board member of any situation detected in the property inspection that could be a hazard to the health or safety to people/pets or cause serious property damage to common areas or individual units. Community Manager shall follow the direction of the Board pursuant to the Association's governing documents to remedy said hazard or problem.
3. When requested to do so, management can review and make recommendations to the Board of Directors concerning contracts or bids for maintenance and upkeep of common areas, and other services to the Association. Management shall also maintain a list of various vendors and service providers as may be needed by the Association for the management, maintenance, repair or replacement of all components that the Association is obligated to maintain within the community.

E. Specific Responsibilities to Board of Directors.

1. Management shall provide information to the Association's Board of Directors and its Committees only in accordance with Management's expertise in the area of Association management.
2. It is expected that the Community Manager will attend all regularly scheduled Board meetings and membership meetings. Attendance at committee meetings shall only be within Community Manager's normal workweek. Additionally, Senior Management (the Company President or Director of Operations or Director of Management or Chief Financial Officer) may also attend Board meetings of the Association whenever necessary and/or as requested by the Board of Directors pursuant to Exhibit B. Such meetings shall not be held on weekends or a holiday unless arrangements are made in advance, and Management agrees to such arrangements. Association understands Management shall receive additional compensation for meetings held on weekends, holidays and in excess of two hours at the rate specified in Exhibit A. It is further understood that any meeting that the Association is unable to assemble a quorum and Management is not notified 4 days prior to said meeting, that any substitute meeting scheduled will be billable.
3. Management shall assist in the preparation of the agenda and Board packets for all regularly-scheduled Board meetings, including such items as financials, committee reports, correspondence, contract proposals and any other information pertinent to the Agenda, and if requested, send notice of the meetings to all Board members, post notices of meetings in the common area, and take minutes of all such meetings. The agenda shall be prepared and delivered to Board members at least four (4) days before the meeting.
4. When requested by the Board of Directors, Management shall prepare and distribute, meeting notifications (including the Annual Homeowners Meeting), proxies, ballots, agendas, and minutes (when applicable), in accordance with the terms of the bylaws of the Association, to each member of the Association as indicated by Management's records of the Association. As to the Annual Homeowners Meeting, Management shall further: (1) prepare, and distribute the annual meeting packet; (2) supervise the sign-in tables; (3) interact with Owners to assist with meeting requirements. Management shall charge the Association the cost for copying and mailing of the Annual Meeting packet (e.g., the notice, meeting material, and/or ballot) in accordance with Exhibit A.

5. Management shall use its best efforts to assist the Board of Directors in their management of the Association within the guidelines of the Association's annual operating budget.
6. Management will, to the best of its ability, work within and advise the Board of Directors regarding, current and new laws as may be enacted by various governmental agencies as they apply to community associations. If requested, Management shall also assist the Board of Directors in making any appropriate changes to the Association's rules and regulations, architectural guidelines, and potential amendments to the CC&Rs and Bylaws. Management does not however assume responsibility for the Board of Directors failure to adhere to same. It is understood that a change in the law requiring additional work not previously agreed upon may require a change to the cost of the service under this agreement.
7. Management shall only recommend properly licensed and insured contractors for work at the community. If a contractor is selected that is not properly licensed or insured, Management shall promptly notify the Board of Directors and recommend action.

F. Records Management

1. Management shall organize the records and documents it receives from Association in accordance with industry standards.
2. Management shall maintain all financial records of the Association and its members during the term of this Agreement.
3. Management shall maintain a current owners' list in accordance with written verified information supplied to Management. Management shall use its best efforts in keeping this list current with the written verified information supplied to it. Management shall record and maintain changes of ownerships upon written receipt of change of ownership with verified supporting documentation. Such transfers of ownership shall be processed at an additional reasonable fee (See Exhibit A).
4. Management shall use reasonable efforts to process transfers of ownership, provided however, that Management shall not be required to discover quitclaims, foreclosures, court orders, or other transfers by operation of law that are not reported directly to Management and there is no obligation of Management to search Official County or any Court Records for such transfers. Management is not obligated to maintain any non-Owner tenant listings.
5. All records regarding the Association are, and will remain, the property of the Association. Upon termination of this Agreement, transfer of records

shall occur immediately. Records shall be signed for and picked up at Management's office solely by a member of the Association's Board of Directors or a duly authorized agent thereof.

6. All data and records created, developed, and/or maintained by Management for the purpose of managing the Association affairs shall become and/or remain the sole property of the Association. Such data shall be maintained by Management in a state wherein Association business may be transitioned to another management company within fifteen (15) days of Management's termination.

G. Financial Responsibilities.

1. Management shall assist in preparing for the Board of Director's the pro forma operating budget required under Civil Code § 1365, as well as an annual review of the reserve account requirements, as set forth and required of Association's Board of Directors under Civil Code § 1365.5(e).
2. Management shall assist the Board of Directors in the Association's selection of an Auditor to prepare the Annual Financial Report. Management shall grant access to the Auditor for all customary financial records of the Association. It is understood that the Auditor shall sign for receipt of any records and remove said records to Auditor's place of business for preparation of the Financial Report. Auditor shall be responsible for the preparation of federal or state tax returns, audited financial statements, and payroll tax reports and filings, and Management shall not be responsible for same. Management shall prepare Association's IRS 1099 forms. Management shall distribute, at Association's request and expense, copies of the audited Annual Financial Report to all members of the Association within 120 days of the end of the fiscal year in accordance with the Civil Code.
3. Management shall prepare and distribute to the Board of Directors, as requested by the Board (not less than quarterly), full general ledger accounting with timely financial reports for the previous month and year-to-date, including, but not limited to, balance sheet, statement of cash receipts and disbursements, a general ledger, cash disbursements register, and delinquency report (accounts receivable aging report). The system for accounts and records shall be on modified accrual basis.
4. Management shall prepare invoices for approval and/or checks for signature(s) (as designated in writing by Board policy memorandum) to pay all bills, including regular monthly bills from utility companies, payments pursuant to established Association contracts/agreements for recurring services, and invoices for services for which written authorization has been given by the Association Board of Directors. Management shall not be responsible for late charges incurred on invoices while trying to obtain authorization signatures for payment. Further, in the event

Management must hold payment due to insufficient funds or for any month where the Association's operating bank balance ends in a deficit, an additional service charge shall be assessed in accordance with Exhibit A.

5. Management shall prepare and mail homeowners' monthly statements or assist in providing payment coupon booklets, and shall prepare, maintain and post individual computerized owners' ledgers in accordance with Association's Collection Policy, to comply with the California Civil Code requirements. Billing errors shall be corrected without a penalty or interest charged to the homeowners.
6. Management shall respond to all individual inquiries from homeowners regarding their account status. Management shall establish and maintain a lock box wherein Association members may mail their payments in envelopes provided with statements or coupon books. Management will mark any accounts which have been turned over to the Association's attorney for collection of delinquent assessments.
7. Management reserves the right to include inserts** and mailing materials pertinent to common interest development living with statements as a means to recoup costs.
8. Management shall prepare monthly an aged Association assessment delinquency list, and Management shall supervise and keep the Board of Directors informed of collection efforts; all to be done in accordance with established procedures approved by the Board of Directors. Bank charges for non-sufficient funds and all associated fees shall also be billed to the individual delinquent Association member to reimburse the Association. Management shall prepare and send "pay or lien" letters to delinquent homeowners and may charge an administrative expense to be paid by the association and charged back to the delinquent homeowner.
9. Management shall review vendor and service provider invoices or statements for accuracy and legitimacy within its scope and knowledge.
10. With the exception of recurring contractual obligations and/or items included in the approved budget, no authorization shall be made in excess of \$500.00; however, excepting those emergency repairs that are necessary for the preservation and safety of the project and the occupants, and may be made by Management, up to a sum of \$1,500 per emergency repair except as provided by Paragraph II.G.11 immediately below. An "emergency repair" shall be defined as any repair which is required to prevent manifest danger to life and property or any repair which is immediately necessary for the preservation and safety of the project or the safety of its occupants.
11. Notwithstanding this authority as to emergency repairs, it is understood and agreed that Management will, if at all possible, confer with a

designated Board member regarding irregular expenditures. Even in the case of an emergency, Management shall not incur liabilities (direct or contingent) which will at any time exceed the aggregate sum of \$1,500.00 or any liability maturing more than one year from the creation thereof, without first obtaining approval of the Board of Directors, which approval may be by telephone followed by written confirmation.

H. Insurance Administration.

Management may review all insurance coverage's, assist in obtaining bids, and make recommendations related to same. Through an insurance agent, Management shall assist the Board of Directors to assure that proper coverage is maintained at all times at the cost to the association approved by the Board of Directors, including but not limited to appropriate all-risk insurance, general liability, directors and officers liability coverage, worker's compensation, and any fidelity insurance.

I. Miscellaneous Responsibilities.

Management may also perform such other acts and services as are reasonable, necessary and appropriate in the performance of its duties as discussed above. Other additional services may include any of the following for the compensation indicated in Exhibit A of this Agreement:

1. Negotiation of all contracts and routine supervision of the work of maintenance employees and all subcontractors.
2. Initiation of liens through the Association's attorney and follow-up supervision of attorney's collection efforts.
3. Interface with accountants, attorneys, insurance agents and other professionals wherever needed or requested by the Board of Directors.

IV. BANK ACCOUNTS

- A. Association and Management agree that the Association's bank account(s) shall be maintained at a bank to be specified by Management, one or more with whom Management has a relationship. It is understood that all Association Operating and Reserve accounts shall be established in federally insured banks. Association funds shall be maintained in individual Association bank accounts and shall not be commingled with the funds of any other association or those of Management. Association authorization for payments made by check or electronic payment and account transfer of funds will require the approval of two Board members unless indicated otherwise in approved minutes of a meeting of the Board of Directors.
- B. Deposits of checks in Association's operating account shall be made on a regular basis, usually no later than two (2) business days following receipt of funds. Management is not responsible for bank errors, bank holds or bank delays.

- C. All bank accounts as contemplated by this Section shall be the sole property of the Association.

V. INDEMNIFICATION

- A. Association shall indemnify, defend at its sole cost, and hold harmless Agent and its employees, agents, officers and directors from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, judgments, orders and damages, including interest, penalties and attorney's fees, that Agent shall incur or suffer which arise, result from, or relate to the performance by Agent of its duties under this agreement, except for the willful misconduct or gross negligence of Agent. This provision shall survive any termination of this Agreement.
- B. Agent will be responsible only for any willful misconduct and gross negligence where such liability is due to the sole conduct of Agent and/or its employees in the performance of its duties under this Agreement.

VI. INSURANCE AND FIDELITY BOND REQUIREMENTS

- A. Association agrees to maintain, at its sole cost and expense, a comprehensive general liability policy for limits in accordance with civil code including: premises/operations, personal injury, broad form property damage, workers compensation insurance (if applicable), and owned (if applicable) and non-owned automobile liability. Association further agrees to furnish Management with certified copies of said policy or certificates of insurance and to list Management as an additional insured under all policies.
- B. Management shall, throughout the term of this contract, and at Management's expense, maintain a policy of worker's compensation, an employer's liability insurance policy, and a comprehensive general liability insurance policy including automobile liability, completed operations, blanket contractual and personal injury coverage with a combined single limit of not less than \$1,000,000 bodily injury and property damage. Management further agrees to provide Association with certificates of said insurance.
- C. Management and those employees of Management who handle or are responsible for the handling of the Association monies shall be bonded by a fidelity bond in an amount of not less than \$1,000,000. Said fidelity bond insurance shall be in the name of the Management and shall further name, by endorsement, Association to provide the maximum protection in the event of loss due to theft, forgery, embezzlement and similar forms of losses.
- D. Management further agrees to maintain an Errors and Omissions policy of insurance of professional liability in the amount of not less than \$1,000,000, providing certificates of said insurance to the Association, and provide notice to Association of any change or cancellation of said policy.

VII. ATTORNEY'S FEES AND ARBITRATION

- A. In the event that any arbitration, action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, the prevailing party shall recover all of such party's reasonable attorneys' fees incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions. As used in this Agreement, attorneys' fees shall be deemed to mean the full and actual cost of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fees charged by the attorneys performing such services and shall not be limited to "reasonable attorneys' fees" as defined in any statute or rule of court.
- B. Any claim, controversy or dispute of whatever nature arising out of or concerning this Agreement shall be resolved by final and binding arbitration according to the Judicial Arbitration and Mediation Services (JAMS) Rules of Practice and Procedure then in effect, except that the parties shall be entitled to only such discovery as is permitted by Code of Civil Procedure § 1283.05 and any amendment thereto or successor statutes. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he shall deem proper for the time, expense, including but not limited to, costs and legal fees, and trouble of arbitration. The arbitration shall be binding on the parties.

VIII. GENERAL PROVISIONS

- A. Notice. Any notice required under this Agreement by either party shall be given in writing, and shall be given and deemed to have been duly given if written notice is delivered by United States mail. Notice from the Association to Management shall be addressed to: Personalized Property Management, 68-950 Adelina Road, Cathedral City, CA 92234. Notice from Management to the Association shall be addressed to the Association's Board of Directors in care of the President of Board at his or her Association address, with a courtesy copy sent to Association's attorney and other Board Members as deemed appropriate by the originator.
- B. Further Assurances. Each party shall execute, acknowledge and deliver such other documents and instruments as are reasonably necessary to carry out the intents and purposes of this Agreement.

- C. Counterparts. This Agreement may be executed in two or more counterparts; each counterpart shall be deemed an original instrument as against the party who signed it.
- D. Assignment. This Agreement may not be assigned to another party without the express written consent of both the Association and Management. The parties to this Agreement hereby warrant and represent that the parties have not heretofore assigned or transferred, or purported to have assigned or transferred to any person whomsoever, any matter, including claims, released or covered by this Agreement or any part or portion thereof. Further, the parties hereto agree to indemnify and hold harmless the parties hereto from any claims resulting from any person or entity asserting any such claim pursuant to any such assignment or transfer by the indemnifying party.
- E. Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of California, subject to the Arbitration provision contained herein. In the event that this Agreement must be enforced by a court of law, the parties hereby agree that said action shall be held in the Riverside County Superior Court of the State of California.
- F. Power to Execute. The parties represent and warrant that they have carefully read this Agreement and had the contents and legal effect hereof fully explained by legal counsel of their choosing; that the parties have the sole and exclusive power and authority to execute this Agreement and do so of their own free act.
- G. Entire Agreement. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties, and supersedes and replaces all prior negotiations, proposed agreement and agreements, whether written or oral, express or implied, of any type whatsoever. Each of the parties hereto acknowledges that neither party hereto nor any agent or attorney or any other party whomsoever has made any promise, representation or warranty whether, expressed or implied, not contained herein concerning the subject matter hereof to induce it to execute this Agreement, and acknowledges and warrants that this Agreement is not being executed by such party in reliance on any promise, representation or warranty not contained herein.

IX. MANAGEMENT/ASSOCIATION PROTECTION

A. Employees.

1. Management spends a great deal of time and expense to hire and train employees for the operation of this and other associations. Association derives the benefits of Management's experience in operating this Association and of such hiring and training procedures. Association realizes the time and expense management incurs to obtain outstanding personnel and Association therefore agrees not to offer or accept for hire

any of "Management's employees" for a period of two years from the termination of this agreement.

2. "Employees" include Management's employees during a period of their employment with Management or for a period of one year thereafter.
3. In the event either party violates the terms of this section, the other party may bring legal action requesting both legal and equitable relief from court. Each further recognizes that in the event legal action is necessary to enforce the terms of this section, attorneys' fees may be awarded Management as well as all costs of suit incurred therewith.

B. Trade Secrets and Proprietary Data.

1. During the course of this Agreement, Association will be dealing with trade secrets of Management, including information, inventions, and processes, all of a confidential nature, that are Management's property and are used in the course of Management's business. In particular, Association may have access to and be dealing with trade secrets such as confidential customer lists, procedures for servicing Management's Associations, and documentations relating to the servicing of Management's Associations.
2. Association promises to hold in the strictest confidence and not divulge to others, nor to use the detriment of Management, anytime during this Agreement or thereafter, so long as it shall retain a degree of confidentiality giving value to its protection from competitors, any trade secret or confidential information attained during the course of this Agreement. All documents that Management prepares, or confidential information that might be given to Association in the course of this Agreement, are the exclusive property of the Management and shall remain in Management's possession on Management's premises.

X. COMPENSATION OF AGENT AND PAYMENT OF EXPENSES

- A. The Association shall pay Management a monthly fee of \$ 650.00. The fee shall be payable by Association to Management not later than the first day of each month for services performed under this Agreement during the month. The payment amount for the term of this agreement shall be as follows: During the first six months of this agreement (August 2010 – January 2011) the association will be billed \$650.00 per month with \$500 due immediately and \$150 deferred to a later payment (herein defined). Beginning February 2011 through the end of the term (January 2012) the association will be billed \$650 per month with the full amount payable plus \$75.00 of the previously deferred amount (for a total payment of \$725.00 per month) until the full deferred amount is paid in full. See section II-C for additional provisions.
- B. All expenses incurred by Management, including postage, printing, copies, telephone charges, and such other charges as appropriate, shall be paid by the Association upon presentation and approval in accordance with the Exhibit A - Schedule of Services and Supply Rates.
- C. Any additional charges for services not described hereinabove, approved by the Board of Directors, shall be billed as set forth in Exhibit B, attached.
- D. Should there be changes in the civil code or other factors causing an increase in workload this contract shall be subject to adjustment mutually agreed upon.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

MARIPOSA DESERT HOMES HOMEOWNERS ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

Date: 7/23/10 By: Carol Soria
President

Date: 7/23/10 By: Peter Soria
Secretary / Treasurer

WARFIELD ENTERPRISES INC.
DBA. PERSONALIZED PROPERTY MANAGEMENT
A California Corporation

Date: 7/23/10 By: 

Title: DIRECTOR OF MANAGEMENT

Statement of Ownership

Warfield Enterprises Inc.

Richard Warfield	President
John T. Warfield	CEO
Calista Warfield	Secretary

Subsidiaries and Related Ownership Interests:

Fairway Financial Services
Personalized Properties
Personalized Security Services

EXHIBIT A

**SCHEDULE OF DOCUMENTATION, SERVICES AND SUPPLIES RATES¹
JANUARY 1, 2010 - DECEMBER 31, 2010**

Services

Copies at Corporate Office	15¢
Postage.....	Actual Cost
Telephone.....	Actual Cost
Fax.....	Actual Cost
Federal Express.....	Actual Cost
Secretarial.....	\$65.00 per hour
Special Assessment Bookkeeping	TBD
Additional Accounting Service required by insufficient operating funds to pay bills.....	\$100.00 per month
Compliance Accounting (Violation Issues)	TBD
Late Charge Collection Administration	\$10.00 per owner per month
Storage of archived Records	\$3.00 per box per month
Archived Records retrieval.....	\$50.00 per hour
Failure to Make Quorum and Reschedule of Annual Meeting and Notification.....	\$300.00
Owner Inspection of Records in Office	\$35.00 per hour
Small Claims Court Representation	\$75.00 per hour (2 Hr. min)
Violation Hearings.....	\$65.00 per hour
Outside gate programming	\$30.00
IRS 1099 Forms.....	\$10.00 per vendor
FTB Notification	\$30.00 per vendor
Architectural Review processing	\$50.00 per application
Architectural Review Site Inspections	\$50.00 per visit
On-Line Accounting Services	\$40.00
Association Web Site.....	TBD
End of Year Closing.....	TBD

Supplies²

Management Printed Envelopes	27¢
Plain Window Envelopes	10¢
Plain Return Envelopes	10¢
Printed Envelopes (10 x 15)	30¢
Printed Envelopes (10 x 13)	20¢
Storage Box	\$ 10.00
Labels	(1-100 = \$15.00) (100-300 = \$30.00) (300 and over = \$45.00) per run
Coupon Book	Actual Cost

ITEMS CHARGED TO BUYERS/SELLERS/DELINQUENT OWNERS

*Lender Certification	\$75.00
*Escrow processing and Documentation Fee.....	\$290.00
*Documentation Provider Fees.....	As charged by service
*Transfer Documentation Fee	\$75.00
**Pay or Lien Letter Fee	\$100.00
**Member Payment Plan Administration	\$25.00 per month
**Member Payment Plan Administration in Excess of 6 months.....	\$35.00 per month
**Property Deed Verification.....	\$75.00
**Lien Preparation Accounting Package for Collections.....	\$125.00
Release of Lien Fee.....	\$75.00

¹ Prices are subject to change during the term of the contract to reflect increases from utilities and vendors upon thirty (30) days' written notice to the Board of Directors.

² Billing Envelopes and statement mailing costs for same are included in the monthly fee.

* Charged to Individual Owner

** Charged to Owner billed to Association as a pass thru expense at the time the work is performed

EXHIBIT B

SCHEDULE OF EXTRA SERVICES

PROFESSIONAL and CONSULTING SERVICES \$95.00 per hour

Senior Management, such as Management Company's President or Chief Financial Officer, or Management Consultant, requested to attend any Board or Member meetings in excess of one per year shall be billed at the rate indicated above.

SUPPORT SERVICES (Property Manager) \$65.00 per hour

If Community Manager is required to render services outside normal business hours as described above, Management shall be entitled to charge Association the above indicated rate for Community Manager's time, subject to obtaining prior approval from the Board of Directors. Property Manager's normal working hours shall not include any regular or special meetings of the members or Board of Directors that may occur on Saturday, except the Annual Membership Meeting.

SUPPORT SERVICES (Other than Property Manager)

Any additional charges for services not described within the contract and approved by the Board of Directors shall be billed at a mutually agreed upon rate plus the actual cost of any materials required to perform said services.

PARKING VIOLATION & TOWING OF VEHICLES \$65.00 Per Hour

If a community manager or staff member is required to identify illegally parked vehicles* or coordinate or assist in the towing of a vehicle from the association property (or surrounding area) at the request of the Board of Directors, an hourly fee shall be charged with a minimum of one hour per site visit.

* Board members need to understand that the identifying and tracking of illegally parked vehicles is better done by a committee of owners who live on the property. Once the Board of Directors has identified a vehicle that needs to be towed from the property, management may be requested to assist in the coordination of towing (which will help to insure that proper procedure is used). Typically, this can result in three or more visits to the property to accomplish, and fees for management services could be in excess of \$200.

Finley, Sandy

From: Melissa Platt <MelissaP@gghoalaw.com>
Sent: Thursday, August 20, 2015 8:04 AM
To: Finley, Sandy
Subject: RE: Claim for Excess Proceeds on parcel 639302025 William Gray and Mary Anne E Gray

The amount of \$15,482.02 has not changed as we do not charge interest on the amounts.

Melissa Platt
Guralnick & Gilliland LLP
40004 Cook St. Suite #3
Palm Desert, CA 92211
Phone (760) 340-1515
Fax (760) 568-3053



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Please visit our website at <http://www.gghoalaw.com>

If this email relates to collection of delinquent assessments, please be advised this communication is from a debt collector. Please also note that we are attempting to collect a debt and any information obtained will be used for that purpose. The information contained in this electronic mail transmission is confidential and intended to be sent to the stated recipient of the transmission. It may therefore be protected from unauthorized use or dissemination by the attorney-client and/or attorney work product privileges. If you are not the intended recipient or the intended recipient's agent, you are hereby notified that any review, use, dissemination, distribution or copying of this communication is strictly prohibited. You are also asked to notify the above firm immediately at gg@gghoalaw.com or by telephone and destroy all copies of the original message. Thank you in advance for your cooperation.

From: Finley, Sandy [mailto:Sfinley@co.riverside.ca.us]
Sent: Thursday, August 20, 2015 7:21 AM
To: Melissa Platt <MelissaP@gghoalaw.com>
Subject: RE: Claim for Excess Proceeds on parcel 639302025 William Gray and Mary Anne E Gray

Melissa,

It all looks good. Thank You for the information. Also can you send me an updated statements of monies owed as the claim was 8/2011.

Thanks

Sandy Finley
Deputy, Treasurer-Tax Collector
(951) 955-3953

From: Melissa Platt [<mailto:MelissaP@gghoalaw.com>]
Sent: Wednesday, August 19, 2015 11:11 AM
To: Finley, Sandy
Subject: RE: Claim for Excess Proceeds on parcel 639302025 William Gray and Mary Anne E Gray

Attached is the signed contract between our firm and the HOA and the contract between the HOA and the management company. Hopefully this will answer all of your questions. If you need anything further, please let me know. Thank you.

Melissa Platt
Guralnick & Gilliland LLP
40004 Cook St. Suite #3
Palm Desert, CA 92211
Phone (760) 340-1515
Fax (760) 568-3053



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From: Finley, Sandy [<mailto:Sfinley@co.riverside.ca.us>]
Sent: Wednesday, August 19, 2015 9:42 AM
To: Melissa Platt <MelissaP@gghoalaw.com>
Subject: FW: Claim for Excess Proceeds on parcel 639302025 William Gray and Mary Anne E Gray

Okay. Also is that the same person giving authority for Wayne Guralnick to claim.

Sandy Finley
Deputy, Treasurer-Tax Collector
(951) 955-3953

From: Finley, Sandy
Sent: Wednesday, August 19, 2015 9:39 AM
To: 'Melissa Platt'
Subject: RE: Claim for Excess Proceeds on parcel 639302025 William Gray and Mary Anne E Gray

Melissa,

The Article do not have the members associated with the HOA. I was hoping this would include the person who signed on behalf of the HOA. I would need the signature of the person who is authorized to sign on behalf of the HOA and some type of documentation that shows she/he is a member authorized for the HOA.

Sandy Finley
Deputy, Treasurer-Tax Collector
(951) 955-3953

From: Melissa Platt [<mailto:MelissaP@gghoalaw.com>]
Sent: Wednesday, August 19, 2015 9:09 AM
To: Finley, Sandy
Subject: RE: Claim for Excess Proceeds on parcel 639302025 William Gray and Mary Anne E Gray

Attached is the Articles of Incorporation that you requested. I just looked at the attachment that I sent you yesterday. The signature is from the property manager not a Board member. We have asked her to resign it as the managing agent on behalf of the HOA. Will that be ok?

Melissa Platt
Guralnick & Gilliland LLP
40004 Cook St. Suite #3
Palm Desert, CA 92211
Phone (760) 340-1515
Fax (760) 568-3053



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From: Finley, Sandy [<mailto:Sfinley@co.riverside.ca.us>]

Sent: Tuesday, August 18, 2015 3:54 PM

To: Melissa Platt <MelissaP@gghoalaw.com>

Subject: RE: Claim for Excess Proceeds on parcel 639302025 William Gray and Mary Anne E Gray

Melissa,

Thank You. I do however need one other thing. Could I get Mariposa's Articles so that I can see who has authority to give permission to the law firm. Also I cannot make out the signature from the member of the Board of Directors. I am looking to see if the signature on the authorization is in fact a board member.

Sorry for the hoops but I need to explain this to our legal counsel before they will sign off.

Thank You.

Sandy Finley
Deputy, Treasurer-Tax Collector
(951) 955-3953

From: Melissa Platt [<mailto:MelissaP@gghoalaw.com>]

Sent: Tuesday, August 18, 2015 3:18 PM

To: Finley, Sandy

Subject: RE: Claim for Excess Proceeds on parcel 639302025 William Gray and Mary Anne E Gray

Sandy,

Attached is the form that you requested. As soon as I receive the original I will forward it to you. Now that I am back from vacation is there anything else you will need from me?

Melissa Platt
Guralnick & Gilliland LLP
40004 Cook St. Suite #3
Palm Desert, CA 92211
Phone (760) 340-1515
Fax (760) 568-3053



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CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 517 Assessment No.: 639302025-4

Assessee: GRAY, WILLIAM & MARY ANN E

Situs: 66855 5TH ST DESERT HOT SPRINGS 92240

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

RECEIVED
2014 JUN -5 AM 9:55
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ _____ from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. _____; recorded on SMC 20, 7/13. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20 _____ at Riverside, California
County, State

[Signature]
Signature of Claimant

Signature of Claimant

William Gray
Print Name

Print Name

33787 Bethel Ave.
Street Address

Street Address

Hemet CA, 92545
City, State, Zip

City, State, Zip

951-313-3802
Phone Number

Phone Number

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE CO.

AND WHEN RECORDED MAIL TO:

Mr. and Mrs. William Gray
66855 5th Street #55,
Desert Hot Springs, CA 92240



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		2				1P		
A	R	L				COPY	LONG	REFUND	NCHG EXAM

Title Order No.: 2210153 - 30

TRA# 014-049

GRANT DEED

039-302-025-4

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$155.10

30

T
TC

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area City of Desert Hot Springs **AND**

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

Alaine R. Strong, a Widow

hereby GRANT(s) to:

William Gray and Mary Ann E. Gray, husband and wife as Community Property with Right of Survivorship
 the real property in the City of Desert Hot Springs, County of Riverside, State of California, described as:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
 Also Known as: 66855 5th. Street # 55, Desert Hot Springs, CA 92240
 AP#: 639-302-025-4

DATED December 16, 2005

STATE OF CALIFORNIA

COUNTY OF Riverside

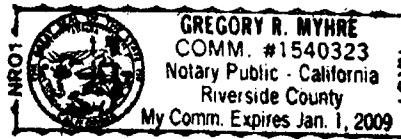
On 12/17/05

Before me, Gregory R. Myhre

A Notary Public in and for said State, personally appeared

Alaine R. Strong

Alaine R. Strong



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

WITNESS my hand and official seal.

Signature Gregory R. Myhre

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

Title Order Number:

File Number: 0625-2210153

Exhibit "A"

Real property in the City of Desert Hot Springs, County of Riverside, State of California, described as follows:

PARCEL 1:

AN INDIVIDUAL 1/16TH INTEREST IN AND TO LOT 1 OF TRACT 16092, AS SHOWN BY MAP ON FILE IN BOOK 114 PAGE 48 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THEREFROM THE FOLLOWING:

UNITS 1 THROUGH 16, INCLUSIVE, AS SHOWN ON THE CONDOMINIUM PLAN RECORDED SEPTEMBER 12, 1980 AS INSTRUMENT NO.166631 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

PARCEL 3:

UNIT 8 AS SHOWN UPON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE.

APN: 639-302-025-4

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 517 Assessment No.: 639302025-4

Assessee: GRAY, WILLIAM & MARY ANN E

Situs: 66855 5TH ST DESERT HOT SPRINGS 92240

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

RECEIVED
2014 JUN 12 PM 12: 26
RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 15,000 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2006-004816; recorded on 1/29/2006. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20__ at _____ County, State

Mary Ann Gray
Signature of Claimant

Signature of Claimant

Mary Ann Gray
Print Name

Print Name

10006 Capistrano Ave.
Street Address

Street Address

Las Vegas NV. 89147
City, State, Zip

City, State, Zip

702-875-5716
Phone Number

Phone Number

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE CO.

AND WHEN RECORDED MAIL TO:

Mr. and Mrs. William Gray
66855 5th Street #55,
Desert Hot Springs, CA 92240



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		2				1P		
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

Title Order No.: 2210153 - 30

TRAF# 014-0119

GRANT DEED

639-302-025-4

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$155.10

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area City of Desert Hot Springs **AND**

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

Alaine R. Strong, a Widow

hereby GRANT(s) to:

William Gray and Mary Ann E. Gray, husband and wife as Community Property with Right of Survivorship

the real property in the City of Desert Hot Springs, County of Riverside, State of California, described as:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

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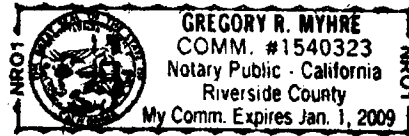
A Notary Public in and for said State, personally appeared

Alaine R. Strong

Alaine R. Strong
Alaine R. Strong

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