

ATTACHMENT D

Original Promissory Note, Deed of
Trust, CC&Rs and Notice of Affordability
Restrictions

CITY OF VICTORVILLE

MORTGAGE ASSISTANCE PROGRAM PROMISSORY NOTE
SECURED BY DEED OF TRUST

\$ 20,000.00

MAP Case No. # 09-10-04

Place: City of Victorville
14343 Civic Drive
Victorville, CA 92392

Date: October 28, 2009

For value received, **Sharon R. Waddell** (together, "Borrower"), hereby promises to pay to the CITY OF VICTORVILLE, a Municipal corporation (the "City"), the principal sum of **Twenty Thousand Dollars and 00/100's (\$20,000.00)**, together with any additional amounts due hereunder (the "MAP Loan"), on the terms and conditions as set forth below and with reference to the following.

RECITALS

A. Borrower has applied for and been approved for the MAP Loan to assist Borrower in the purchase of that certain real property located in the City at **13221 Petaluma Road, Victorville, CA, 92392**, as legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") under a Mortgage Assistance Program (the "MAP") administered on behalf of the City by the Economic Development Department of the City of Victorville (the "Program"); and

B. Under the terms of the Program, Borrower is required to execute a promissory note to evidence the MAP Loan obligations and to execute and record upon the Property that certain Declaration of Conditions, Covenants and Restrictions of even date herewith (the "CC&Rs") to implement other Program requirements and which CC&Rs are incorporated herein by this reference; and

C. Borrower and the City desire to implement the terms and conditions of the MAP Loan under this promissory note (together, this "MAP Loan").

TERMS AND CONDITIONS

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Section 1. MAP Loan Repayment Terms. The Borrower agrees to repay the MAP Loan as follows:

a. No interest shall accrue under this MAP Loan or any portion thereof except in the event of Default by Borrower as provided elsewhere under this MAP Loan.

b. No payments of principal or interest shall be due or required under this MAP Loan during the Term (as defined below).

c. The principal amount of this MAP Loan shall be due and payable to the City in full and remitted to the City in accordance with Section 6 hereof upon the earliest of: (i) the thirtieth (30th) anniversary of the date set forth on the first page of this MAP Loan, (ii) the date the Property or any portion thereof is sold, transferred, conveyed or otherwise disposed of by the Borrower, (iii) the date the Property is no longer the primary residence of Borrower as defined under applicable Internal Revenue Code provisions, (iv) the date of the transfer of any interest in the Property or any portion thereof, including without limitation, the transfer of a rental or leasehold interest, or the security interest of a mortgage lien holder not approved by the City, or (v) the date of prepayment of the entire original MAP Loan balance (the "Term").

d. Notwithstanding the above, the Term shall not terminate and the MAP Loan shall not be due and payable to the City upon transfer of the Property to the surviving joint tenant of Borrower by devise, descent or operation of the law, on the death of a joint tenant Borrower, a transfer of the Property where the Borrower's spouse becomes an owner of the Property, a transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property, or transfer to an inter vivos trust in which the Borrower(s) is/are and remains the beneficiary and occupant of the Property. For purposes of clarification, in the event that a person who is not a principal resident acquires the Property by devise or inheritance, or in the event that a co-signer or co-mortgagor who is not a principal resident acquires the Property by any means, such event triggers immediate repayment of the MAP Loan and the Equity Share provisions of this MAP Loan.

Section 2. Security for MAP Loan: Subordination.

In order to provide security for this MAP Loan, the parties hereto agree that the Borrower shall execute and record against the Property the Deed of Trust with Assignment of Rents of even date herewith attached hereto as Exhibit "B" and incorporated herein by this reference (the "Deed of Trust"). The Deed of Trust may be subordinated to a deed of trust of a mortgage loan obtained by Borrower to refinance the existing loan or loans encumbering the Property as of the execution date of this MAP Loan, provided that such refinance loan meets those requirements set forth in Article IV of the CC&Rs as determined by the Director of Economic Development, in his sole discretion.

Section 3. City Equity Share.

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Upon expiration or termination of the Term, in addition to repayment of the MAP Loan, Borrower shall pay to the City the Equity Share. In the case of Property sale, the Equity Share, if any, shall be calculated as the product of the Actual Equity multiplied by the Equity Share Percentage and shall be paid to the City concurrently with the close of escrow. In all other cases, the Equity Share, if any, shall be calculated as the product of the Accumulated Equity multiplied by the Equity Share Percentage and shall be paid to the City upon Borrower's receipt of a written demand for the same from the City following completion of a Property appraisal as set forth below.

The "Equity Share Percentage" is that percentage of the MAP Loan relative to the Property Purchase Price. The "Property Purchase Price" shall be that amount paid for the Property by Borrower excluding all Borrower acquisition costs, including without limitation, escrow, title, loan, inspection, appraisal and other fees and charges, as evidenced by the Property purchase agreement or County of San Bernardino tax assessor records. By way of example, if the Borrower pays \$250,000 for the Property and the MAP Loan is in the amount of \$25,000, the Equity Share Percentage is ten percent (10%), calculated as \$25,000 divided by \$250,000.

"Actual Equity" is the difference between the Property Purchase Price and its Resale Price. The "Resale Price" shall be the gross sales price for the Property upon resale as evidenced by a Property purchase agreement and/or escrow documentation, excluding all sales expenses, including without limitation, real estate commissions, escrow costs and fees. By way of example, if the Property Purchase Price was \$250,000 and the Resale Price is \$300,000, the Actual Equity is an amount equal to \$50,000, calculated as \$300,000 less \$250,000. By way of further example, in the event the Resale Price was equal to or less than \$250,000, there would be no Actual Equity in the Property and no Equity Share due the City.

"Accumulated Equity" is the difference between the Property Purchase Price and its Fair Market Value. "Fair Market Value" shall be determined as of the date of the event triggering the expiration or termination of the Term (any event other than Property resale) by an appraisal performed by a licensed appraiser who is a member of the American Institute of the Real Estate Appraisers or an equivalent organization selected by the City, in its sole but reasonable discretion. Borrower shall pay the expense of the appraisal but the City shall pay the appraisal expense, if any, in excess of Four Hundred Dollars (\$400.00). Borrower shall fully cooperate in the appraisal of the Property and provide interior and exterior access to the Property within forty-eight (48) hours of written demand from the City. By way of example, if the Property Purchase Price was \$250,000 and the appraiser determines that the Fair Market Value is \$300,000, the Accumulated Equity is an amount equal to \$50,000, calculated as \$300,000 less \$250,000.

With the foregoing in mind and by way of further illustration, in the event the Property Purchase Price was \$250,000, the MAP Loan was \$25,000, and upon resale, the Resale Price was \$300,000, the City's Equity Share would be in an amount equal to \$5,000, calculated as follows:

Promissory Note

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(\$300,000 - \$250,000 = \$50,000) multiplied by 10% (\$25,000 divided by \$250,000)

Therefore, the total amount due and payable to the City would be \$30,000, the sum of \$25,000 (MAP Loan) plus \$5,000 (Equity Share).

Section 4. Events of Default.

The following shall, at the sole option of the City, constitute a default of this MAP Loan by the Borrower (an "Event of Default"):

a. The failure of the Borrower to timely remit to the City the principal MAP Loan balance, the City's Equity Share, or any other amounts due the City within ten (10) days of expiration of the Term (or sooner where applicable);

b. The failure of the Borrower to observe and comply with any other requirements of this MAP Loan, the Deed of Trust, the CC&Rs or the Program.

None of the foregoing shall constitute an Event of Default until the City has provided the Borrower with twenty (20) days notice of said breach, and said notice period has elapsed without a cure of the breach by the Borrower.

Section 5. Remedies on Default.

If an Event of Default shall occur, the City shall have the remedies set forth below. Such remedies are not exclusive, and the City may exercise any or all of them in such order as it may determine. A failure to exercise a remedy if there is an Event of Default shall not constitute a waiver of that Event of Default or a waiver of the City's right to exercise such remedy in the case of other Events of Default. The remedies available to the City are:

a. The City may, at its sole option, declare all amounts of this MAP Loan principal balance plus any applicable interest or other charges immediately due and payable. Until paid to the City or reduced to Judgment, all delinquent amounts due the City under this MAP Loan shall accrue interest at a rate of five percent (5%) per annum, simple interest.

b. The City may bring suit or take such other action as it deems reasonable to enforce its rights against the Borrower.

c. The City shall have such other rights and remedies as are available in law or equity.

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d. In the event of any suit, arbitration or mediation concerning this MAP Loan, the prevailing party shall be entitled to collect its costs of suit and its reasonable attorneys' fees.

e. In the event of this MAP Loan shall be reduced to judgment, such judgment shall bear interest at the maximum legal rate until its collection, but in no event shall the total amount of interest payable hereunder exceed the maximum amount of interest permitted under the usury laws of the State of California.

Section 6. General Provisions.

The following provisions apply to the agreement of the parties set forth in this MAP Loan:

a. **Prepayment.** The Borrower may prepay any and all amounts due the City under this MAP Loan at any time. The Borrower understands and acknowledges that prepayment of the entire amount due the City under this MAP Loan terminates the Term and triggers the Equity Share provisions of this MAP Loan.

b. **Assignment.** City may, at its option, assign or transfer its right to receive payments under this MAP Loan without obtaining the consent of Borrower. Borrower may not assign or transfer any portion of this MAP Loan without prior written consent of the City.

c. Any changes, modifications or addenda to this MAP Loan must be in writing, signed by all parties and approved by the Director of Economic Development.

d. Nothing contained in this MAP Loan shall be construed to require, or have the effect of requiring, the City to take any action which is inconsistent with any applicable law, rule or regulation which governs the City's actions.

e. Any notice, payment or instrument required or permitted by this MAP Loan, or desired to be given by any party hereto, to be given or delivered to any party or other person shall be deemed to have been received: (i) on the day of delivery if personally delivered; (ii) on the day following the date such notice is sent by recognized overnight delivery service; (iii) on the date sent if sent by electronic facsimile; or (iv) on the date two (2) days after deposit in the United States mail, certified or registered mail, with postage prepaid. Notices shall be addressed as follows:

Borrower:

Sharon R. Waddell
13221 Petaluma Road
Victorville, CA 92392

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Exact Copy of Original
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City:

City of Victorville
14343 Civic Drive,
Victorville, California, 92392
Attn: Director of Economic Development

With a copy to:

Green, de Bortnowsky &
Quintanilla, LLP
23801 Calabasas Rd., Ste. 1015
Calabasas, CA 91302
Attn: Andre de Bortnowsky

Any party may change its address for delivery of notice by delivering written notice of such change to the other parties.

f. The captions to sections of this MAP Loan are for convenience only and are not part of this MAP Loan.

g. If any portion of this MAP Loan is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this MAP Loan and the remaining parts shall remain in full force and effect as though such invalid or unenforceable provision had not been a part of this MAP Loan.

h. Nothing contained in this MAP Loan shall create or be deemed to create any form of joint venture, partnership or any form of association of any kind or nature between the City and the Borrower.

i. Demand, protest and notice of demand and protest are hereby waived by Borrower and Borrower hereby waives, to the extent authorized by law, any and all homestead and other exemption rights that otherwise would apply to the debt evidenced by this MAP Loan.

j. This MAP Loan, the Deed of Trust and the CC&Rs executed coincident herewith are further subject to all of the terms and conditions of the Program as on file with the City.

[END OF PAGE]

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IN WITNESS WHEREOF, Borrower(s) has executed this MAP Loan as of the day and year first written above.

"Borrower(s)"

Sharon R. Waddell
Sharon R. Waddell

Borrower Name

VICT.0001/DOC/342-5

Promissory Note

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EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

LOT 10 OF TRACT 13937 IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 246 PAGES 11 to 16 INCLUSIVE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3094-581-03

**13221 Petaluma Road
Victorville, CA 92392**

Promissory Note

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LARRY WALKER
Auditor/Controller – Recorder

980 Cal Hal Misc. Lps A

**Fidelity National Title
Insurance Co. (LSI Division)**

Doc#: 2009-0484441

Titles: 2 Pages: 10



Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
CITY OF VICTORVILLE)
14343 CIVIC DRIVE)
VICTORVILLE, CA 92392)
Re: MAP # 09-10-04)
Attn: Director of Economic)
Development)

090419788

(Space Above for Recorder's Use)

(EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTIONS 6103 AND 27383)

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This Deed of trust is made on October 28, 2009, by Sharon R. Waddell hereinafter called "Trustor", whose current address is 13015 El Rio Road, Victorville, CA 92392, to LSI Title Company, a California Corporation, hereinafter referred to as "Trustee", whose business address is 3220 El Camino Real, Irvine, CA 92602, in favor of the CITY OF VICTORVILLE, a Municipal corporation, hereinafter referred to as "Beneficiary", whose business address is 14343 Civic Drive, Victorville, CA 92392.

Trustor irrevocably grants, transfers, and assigns to Trustee in trust, with power of sale, all that property, including all easements and rights of way used in connection therewith or as a means of access thereto, in the City of Victorville, County of San Bernardino, State of California, described as follows:

That certain property located in the City of Victorville, County of San Bernardino, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference,

together with the rents, issues and profits thereof, subject however to the right reserved by Trustor to collect and apply such rents, issues and profits, prior to any default hereunder; for the purpose of securing performance in a timely manner of all of Trustor's obligations under that certain Mortgage Assistance Program Promissory Note of even date herewith (the "MAP Loan") and those certain Conditions, Covenants and

Restrictions of even date herewith recorded against the property (the "CC&R's") in an amount equal to Twenty Thousand Dollars and 00/100's Dollars and 00/100's (\$20,000.00) and performance of each agreement to Trustor incorporated herein by reference or contained herein.

A. To protect the security of this Deed of Trust, Trustor agrees:

1. To maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; to complete promptly in workmanlike manner any improvement hereafter constructed thereon and to restore promptly in workmanlike manner any improvement thereon that is damaged or destroyed, and to pay when due all costs incurred therefore or in connection therewith; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; not to commit or permit any waste thereof or any act upon the property in violation of law or of covenants, conditions or restrictions affecting the property.

2. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and also, if at any time Beneficiary or Trustee is a party to or appears in any such action or proceeding, or in any action or proceeding to enforce any obligation hereby secured, to pay all cost and expenses paid or incurred by them or either of them in connection therewith, including, but not limited to, cost of evidence of title and attorneys' fees in a reasonable sum.

3. To pay (a) at least ten (10) days before delinquency, all taxes and assessments affecting the property; (b) when due, all encumbrances, charges and liens, with interest, on the property or any part thereof, which appear to be prior or superior hereto; and (c) all costs, fees and expenses of this trust.

4. If Trustor fails to make any payment or to do any act as herein provided, then Beneficiary or Trustee (but without obligation so to do, and with or without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof) may (a) make or do the same in such manner and to such extent as either deems necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purpose; (b) appear in or commence any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest, or compromise any encumbrance, charge or lien that, in the judgment of either, appears to be superior hereto; and in exercising any such power, Beneficiary or Trustee may incur necessary expenses, including reasonable attorneys' fees.

5. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the annual rate of five percentage points over Bank of America's published prime rate.

B. It is mutually agreed that:

In the event that Trustor shall, directly or indirectly, voluntarily or involuntarily, sell, enter into a contract of sale, convey, assign, transfer, lease with an option to purchase, dispose of, alienate or further encumber or agree to sell, or suffer to exist any other lien against all of any portion of or any of Trustor's interest in the property, or change, or suffer the change of, the character or use of the property, Beneficiary, at its option, may then, or any time thereafter, declare all sums due hereunder immediately due and payable.

Any award of damages made in connection with the condemnation for public use of or injury to the property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received therefore upon any indebtedness secured hereby in such order as Beneficiary determines, or at the option of Beneficiary the entire amount so received or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1. No forbearances on the part of the Beneficiary or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of the Trustor either in whole or in part.

2. The acceptance by Beneficiary of any payment less than the amount then due shall be deemed an acceptance on account only and shall not constitute a waiver of the obligation of Trustor to pay the entire sum then due or of Beneficiary's right either to require prompt payment of all sums then due or to declare default. The acceptance of payment of any sum secured hereby after its due date will not waive the right of Beneficiary either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. No waiver of any default shall be a waiver of any preceding or succeeding default of any kind.

3. At any time upon the occurrence of a default, without liability therefore and with or without notice, upon written request of Beneficiary and presentation of this deed for endorsement, and without effecting the personal liability of any person, Trustee may reconvey any part of the property, consent to the making of any map or plat thereof, join in granting any easement or join in any extension agreement or any agreement subordinating the lien or charge thereof.

4. Upon written request of Beneficiary, surrender of this deed to Trustee for cancellation and retention, and payment of its fees, Trustee shall reconvey, without warranty the property held hereunder. The recitals in such reconveyance shall be conclusive proof of the truthfulness thereof. The grantee may be designated in such

reconveyance as "the person or persons legally entitled thereto."

5. Trustor may give such notice to Beneficiary at any time before there is a Trustee's sale of the property. At any time Trustor is in default in payments to be made to Beneficiary hereunder, any amounts paid to and received by Beneficiary for execution of releases pursuant to the terms of this paragraph after notice of default and election to sell has been recorded shall not, unless the requirements of Section 2924c of the Civil Code are fully met by or on behalf of Trustor, waive the right of Beneficiary to continue its plans to have the property sold, nor shall they have any effect on the exercise by Beneficiary of the acceleration privilege contained herein, except to entitle the person effecting such payment to the release of the property for which the release amount was paid, and insofar as Beneficiary is concerned, to constitute a credit against the secured debt.

6. If Trustor shall occupy the property, or any part thereof, after any default, Trustor or such owner shall pay to Beneficiary in advance on the first day of each month a reasonable rental for the premises so occupied. On failure to pay such reasonable rental, Trustor or such owner may be removed from the premises by summary dispossession proceedings or by any other appropriate action or proceeding.

7. If default is made in performance of any agreement hereby secured, then Beneficiary, with or without notice to Trustor, may institute suit for the foreclosure of this deed, or by delivering to Trustee a written declaration of default and demand for sale, as well as a written notice of default and of election to cause the property to be sold, which notice Trustee shall cause to be filed for record. If such declaration is delivered to Trustee, Beneficiary shall deposit with Trustee this deed, and all documents evidencing expenditures secured hereby.

8. After the time then required by law has elapsed after recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, with or without demand on Trustor, shall sell the property at the time and place fixed in the notice of sale, either as a whole or in separate parcels and in such order as Trustee determines, at public auction, to the highest bidder, for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone from time to time sale of all or any portion of the property by public announcement at the time and place of sale originally fixed or at the last preceding postponed time. Trustee shall deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor, Trustee, Beneficiary or any other person may purchase at the sale.

9. After deducting all costs, fees and expenses of Trustee and of this trust, including cost of evidence of title and reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of (a) all sums expended under the terms hereof and not therefore repaid, with accrued interest at five

percentage points over Bank of America's published prime rate per annum, and (b) all other sums then secured hereby in such order as Beneficiary, in the exercise of its sole discretion, directs. The remainder, if any, shall be paid to the person or persons legally entitled thereto.

10. Before Trustee's sale, Beneficiary may rescind such notices of default and of election to cause the property to be sold by delivering to Trustee a written notice of rescission, which notice, when recorded, shall cancel any prior declaration of default, demand for sale and acceleration of maturity. The exercise of such a right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to deliver to Trustee other declarations of default and demands for sale or notices of default and of election to cause the property to be sold, or otherwise affect any provision of the secured note or of this deed or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder.

11. Beneficiary may, from time to time as provided by statute, or by a writing signed and acknowledged by him and recorded in the office of the county recorder of the county in which the land or such party thereof as is then affected by this deed of trust is situated, appoint another trustee in stead and of Trustee herein named; and thereupon, the Trustee herein named shall be discharged, and the trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

12. If two or more persons are designated as Trustee herein, any or all powers granted herein to Trustee may be exercised by any of such persons if the other person or persons is unable, for any reason, to act. Any recital of such inability in any instrument executed by any of such persons shall be conclusive against Trustor, his heirs and assigns.

13. All leases of any structures on the Property, now or hereafter affecting the property are hereby assigned and transferred to Beneficiary by Trustor. Trustor hereby covenants that none of such leases will be modified or terminated without the written consent of Beneficiary.

14. If a default is made in the performance of any agreement hereby secured, Trustor when requested to do so, shall give such further written assignments of rents, royalties, issues and profits; of all security for the performance of leases; and of all money payable under any option to purchase, and shall give executed originals of all leases, now or hereafter on or affecting the property.

15. Trustor reserves the right, prior to any default in payment of any indebtedness or performance of any obligation secured hereby, to collect all such rents, royalties, issues and profits, as but not before they become due. Upon any such default, Trustor's right to collect such moneys shall cease, not only as to amounts accruing thereafter, but also as to amounts then accrued and unpaid. In the event of

default, Beneficiary, with or without notice and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent, or by a receiver to be appointed by the court, (a) may enter upon and take possession of the property at any time and manage and control it in Beneficiary's discretion, and (b) with or without taking possession, may sue for or otherwise collect the rents, issues and profits thereof, whether past due or coming due thereafter, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any obligation secured hereby and in such order as Beneficiary determines. None of the aforesaid acts shall cure or waive any default hereunder or invalidate any act done pursuant to such notice. Beneficiary shall not be required to act diligently in the care or management of the property or in collecting any rents, royalties or other profits that it is hereby authorized to collect, and shall be accountable only for sums actually received.

16. Without affecting the liability of Trustor or of any other party now or hereafter bound by the terms hereof, from time to time and with or without notice, Beneficiary may release any person now or hereafter liable for performance of such obligation, and may extend the time for payment or performance, accept additional security, and alter, substitute or release any security.

17. In any judicial action brought to foreclose this deed or to enforce any right of Beneficiary or of Trustee hereunder, Trustor shall pay to Beneficiary and to Trustee attorneys' fees in a reasonable sum, to be fixed by the court.

18. No remedy hereby given to Beneficiary or Trustee is exclusive of any other remedy hereunder or under any present or future law.

19. The pleading of any statute of limitations as a defense to any and all obligations secured by this deed is hereby waived, to the full extent permissible by law.

20. Reserved.

21. Trustor shall, upon request made by Beneficiary, furnish the Beneficiary with annual statements covering the operations of the property.

22. Beneficiary may collect a "late charge" not to exceed an amount equal to five percent (5%) on the amount past due and remaining unpaid on any amounts due hereunder that is not paid within ten (10) days from the due date thereof, to cover the extra expense involved in handling delinquent payments.

23. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, successors in interest, and assigns. The term "Beneficiary" means the owner and holder, including pledges, of the Agreement secured hereby, whether or not named as

Beneficiary herein. In this deed, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural, and all obligations of each Trustor hereunder are joint and several.

24. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee is a party unless brought by Trustee.

Trustor requests that a copy of notice of default and of any notice of sale hereunder shall be mailed to him at the address indicated in the first paragraph of this Deed of Trust.

[END OF PAGE]

Executed at Victorville, California, on the date first above written.

TRUSTOR(S):

By: Sharon R. Waddell
Sharon R. Waddell

By: _____

VICT\0001\DOC\337-3B(Final).DOC
4/24/08 1115 law

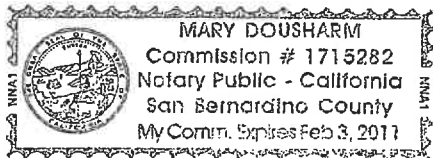
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)

County of San Bernardino)

On October 29, 2009, before me, Mary Dousharm, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Sharon R. Waddell
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature Mary Dousharm

Place Notary Seal Above

OPTIONAL _____

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

LOT 10 OF TRACT 13937, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 246 OF MAPS, PAGES 11 TO 16 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3094-581-03

13221 Petaluma Road
Victorville, CA. 92392

**Fidelity National Title
Insurance Co. (LSI Division)**

THM

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF VICTORVILLE
DEPARTMENT OF ECONOMIC DEVELOPMENT
14343 CIVIC DRIVE
VICTORVILLE, CA 92392
Re: MAP # 09-10-04
Attn: Director of Economic Development

Recorded in Official Records, County of San Bernardino



L/ Y WALKER
Auditor/Controller - Recorder

980 Cal Hal Misc. Lps A

11/06/2009
8:00 AM
SG

Doc#: 2009 - 0484442



Titles:	1	Pages:	14
Fees			0.00
Taxes			0.00
Other			0.00
PAID			\$0.00

090419788

(Space Above for Recorder's Use)

(Exempt from Recording Fees Per Government. Code Sections 27383 and/or 6103)

MORTGAGE ASSISTANCE PROGRAM

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

MAP CASE NO. 09-10-04

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made by and between Sharon R. Waddell as (the "Homeowner") and the City of Victorville Economic Development Department (the "ED Department") as of the date set forth below, in favor of and for the benefit of the ED Department, the Agency and the City (both as defined below), with reference to the following.

RECITALS

A. The ED Department administers a Mortgage Assistance Program (the "MAP") on behalf of the Victorville Redevelopment Agency, a public body, corporate and politic (the "Agency") and the City of Victorville, a Municipal corporation (the "City") with Agency housing set-aside funds and funds and grants provided from time to time to the City and other sources (collectively, the "Program"); and

B. Under the Program, Homeowner has been approved by the ED Department for a loan (the "MAP Loan") to assist Homeowner in the purchase of that certain real property located in the City at: 13221 Petaluma Road, Victorville, CA. 92392, as legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

C. Under the terms of the Program, Homeowner is required to comply with certain terms and conditions for the Term (as defined in Article V below) including without limitation, Property occupancy, reporting, maintenance, repair, refinance, resale and other restrictions, all as described in this Declaration (collectively, the "Program Requirements"); and

D. Homeowner and the ED Department desire to implement the Program Requirements under this Declaration which is to be recorded upon the Property and intended to bind the Owner and its successors and assigns to the Property during the Term.

NOW, THEREFORE, the parties hereto agree and covenant as follows:

ARTICLE I

DEFINITIONS

1. "Agency" means the Victorville Redevelopment Agency and its successors and assigns.

See **Exhibit A**

2. "Breach" means the failure of Homeowner to perform or observe any covenant, condition or restriction required by this Declaration within the time periods provided herein following notice and opportunity to cure.
3. "City" means the City of Victorville, California and its successors and assigns.
4. "County" means the County of San Bernardino, California.
5. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions.
6. "ED Department" means the Department of Economic Development of the City of Victorville and its successors and assigns.
7. "Homeowner" means the person or persons set forth in the first paragraph of this Declaration, and their successors and assigns.
8. "Legal Description" means the legal description of the Property which is attached hereto as Exhibit "A" and incorporated herein.
9. "Low Income Household" means households' earning not greater than the maximum annual income for low income (80% of the area median income) households in San Bernardino County, adjusted for household size, as set forth by regulation of the Federal Department of Housing and Urban Development.
10. "MAP Loan" means the loan provided to the Homeowner under the Mortgage Assistance Program.
11. "Moderate Income Household" means households' earning not greater than the maximum annual income for moderate income (120% of the area median income) households in San Bernardino County, adjusted for household size, as set forth by regulation of the Federal Department of Housing and Urban Development.
12. "Property" means that certain real property located within the City of Victorville as set forth in the Recitals and legally described in the Exhibit "A".
13. "Term" shall have that meaning set forth in Article V hereof.
14. "Transfer" shall mean any sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the Property. Without limiting the generality of the foregoing, Transfer shall include (i) a transfer by devise, inheritance or intestacy to a party; (ii) a life estate; (iii) creation of a joint tenancy interest; (iv) a gift of all or any portion of the Property; (v) any voluntary conveyance of the Property; (vi) the conveyance of a lien holder interest in the Property such as a deed of trust, trust deed or similar security agreement; or (vii) the transfer or conveyance of the Property to a spouse in connection with a dissolution of marriage.

15. "Transferee" shall mean any natural person or entity who obtains ownership, possessory rights or security interests in the Property pursuant to a Transfer.

ARTICLE II

NONDISCRIMINATION/RESIDENCY COVENANTS

Section 2.1. Non-Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or on the basis of domestic partnership status or arrangement, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property; nor shall the Declarant, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the Property. This covenant shall remain in effect without limitation as to time.

Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2., 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.

Section 2.2. Owner-Occupancy. The Property shall be owned and occupied by Homeowner as Homeowner's primary residence during the Term of this Declaration and Homeowner shall, at the time of recordation of this Declaration, be persons or families of Low to Moderate Income, earning less than 120 percent (120%) of the current annual median income for the San Bernardino County area, adjusted for family size appropriate to the unit (as those terms are defined under California Health and Safety Code Section 50093). Homeowner(s) shall not enter into an agreement for the rental or lease of the Property, and Homeowner(s) shall not otherwise rent or lease the Property. In the event that a person who is not a principal resident acquires the Property by devise or inheritance, or in the event that a co-signer or co-mortgagor who is not a principal resident acquires the Property by any means, such event triggers immediate repayment of the MAP Loan and the Equity Share provisions of this Declaration. Occupancy of each residential unit shall be restricted to not more than three (3) persons for each one-bedroom dwelling unit, not more than five (5) persons for each two-bedroom dwelling unit, not more than seven (7) persons for each three-bedroom dwelling unit and not more than nine (9) persons for any four-bedroom unit where such occupancy is consistent with State standards as effective or as may be effective or amended. The covenants in this Section shall run with the land during the Term.

ARTICLE III

DUTIES OF HOMEOWNER

Section 3.1. Inspection. Homeowner shall permit the periodic inspection of the Property upon reasonable notice of not less than twenty-four (24) hours, for the purpose of ensuring the Property is owned and maintained in compliance with this Declaration and all applicable provisions of the City Municipal Code (the "Code"). Homeowner shall repair and correct any health and safety violations noted by the ED Department, the City or the Agency within the time provided under each such citation or order.

Section 3.2. Residence Maintenance. Homeowner shall maintain the Property in good order and repair at all times during the Term of this Declaration including without limitation, exterior painted surfaces, roofing, windows and doors of any structures located on the Property.

Section 3.3. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed from the Property and any necessary painting or repair completed within one (1) week of creation or within one (1) week after notice to Homeowner from the ED Department, the Agency or the City, whichever is less.

Section 3.4. Landscaping All landscaping surrounding the Property shall be maintained in a manner consistent with the rules, regulations and standards promulgated under the Code. In addition, the yard areas shall not contain the following: (a) lawns with grasses in excess of nine (9) inches in height, (b) trees, shrubbery, lawns, and other plant life which are dying from lack of water or other necessary maintenance, (c) trees and shrubbery grown uncontrolled without proper pruning, (d) vegetation so overgrown as to be likely to harbor rats or vermin, (e) dead, decayed or diseased trees, weeds and other vegetation, and (f) inoperative irrigation system(s).

Section 3.5. Damage and Destruction Affecting Property; Duty to Rebuild. If all or any portion of the Property and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of Homeowner to rebuild, repair or reconstruct the Property in a timely manner to restore it to Code compliance condition. In the event of damage or destruction due to casualty, Homeowner shall be obligated to proceed with all due diligence and commence reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after damage occurs unless prevented by causes beyond the reasonable control of Homeowner.

Section 3.6. Nuisance. Homeowner, its successors and assigns, shall not permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property, or on the contents thereof, or impair the structural integrity thereof or which will obstruct or interfere with the rights of another property owner, or annoy them by unreasonable noise or otherwise, nor shall the Homeowner commit or permit any nuisance on the Property or fail to keep the Property free of rubbish, clippings and trash or commit or suffer any illegal act to be committed thereon. No signage of any kind shall be permitted upon the Property except as permitted under the Victorville Municipal Code.

Section 3.7. Vehicles. The Homeowner, its successors and assigns, shall not permit the parking, storing or keeping of any vehicle except wholly within the parking areas designated thereof, nor shall it permit the parking, storing or keeping of any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, etc.), or any recreational vehicle (camper unit, camper shell detached from a

private passenger vehicle, motor home, trailer, boat trailer, mobile home or other similar vehicle), boats over twenty (20) feet in length or any vehicle other than a private passenger vehicle upon any portion of the Property, including parking spaces, except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility. No inoperable vehicle shall be stored or kept anywhere on the Property in view. The ED Department, the Agency and the City shall have the right to remove, at the vehicle owner's expense, any vehicle parked, stored or kept in violation of the provisions of this Agreement. In addition, all vehicles shall be parked, stored and maintained in accordance with any additional requirements of the Victorville Municipal Code.

Section 3.8. Pest Control. To the extent reasonably possible, the Property shall be maintained by Homeowner free from infestation of termites, insects, vermin or rodents.

Section 3.9. Gaming. No games of chance shall be permitted on or about the Property except as permitted under the Victorville Municipal Code.

Section 3.10. Equity Share Payment. Homeowner shall pay to the ED Department (or to the Agency or the City if so directed by the ED Department) its Equity Share (as defined under the MAP Loan), upon the earliest of the (i) sale of the Property, (ii) transfer or conveyance of any interest therein not approved by the Agency, (iii) maturity of the MAP Loan, (iv) prepayment of the entire original MAP Loan balance, or (v) non-owner occupancy of the Property, including those circumstances described in Section 2.2 above.

Section 3.11. Notice of Transfer. Homeowner shall notify the ED Department of Homeowner's desire to transfer the Property or any interest therein at least thirty (30) days prior to the desired transfer date. Said notification shall also apply to refinancing activities as described elsewhere in this Declaration. Homeowner understands and agrees that no transfer may occur until approved by the ED Department. Any transfer not approved by the ED Department is void and unenforceable.

Section 3.12. Certification. During the Term, Homeowner shall, within thirty (30) days of receipt of written demand from the ED Department, complete, sign and return to the ED Department, a certification provided by the ED Department under which Homeowner will be required to declare under penalty of perjury, Homeowner's compliance with the covenants, conditions and restrictions of this Declaration. Homeowner understands and acknowledges that the ED Department will require said certification annually, but may also require a Homeowner certification more frequently in the ED Department's sole discretion.

Section 3.13. ED Department, Agency and City Liens. The ED Department, Agency and City shall be permitted to place a lien against the Property to recover the costs of providing any necessary maintenance or other work to the Property under this Section and to recover reasonable attorney's fees associated therewith or associated with any other breach of this Declaration.

ARTICLE IV

PROPERTY REFINANCING AND EQUITY LINE/LOAN RESTRICTIONS; SUBORDINATION OF CC&RS

Section 4.1. Refinancing and Line of Credit Restrictions. Homeowner may not, during the Term, refinance the purchase money loan used to acquire the Property (the "Purchase Loan"), unless the refinance loan (the "New Loan") provides a reasonable and tangible net benefit to the Homeowner which may include a reduction in the interest rate and monthly mortgage payment of any "like-kind" loan ("like-kind" being defined as the identical loan product), a reduction in the New Loan amortization period, or the refinance is necessary in response to a bona fide need or an order of a court of competent jurisdiction. In no event shall a Homeowner be permitted to refinance into an adjustable rate or balloon payment loan product, including without limitation, mortgage loan products commonly known as intermediate ARMs such as 3/1, 5/1, 7/1 or interest only products. In addition to the above, in no event shall the New Loan balance exceed the pay-off balance due under the Purchase Loan in addition to customary and reasonable loan closing costs and expenses such as lender points (not to exceed 1%) and fees, title, escrow and recording charges and pre-paid mortgage interest (the "Cash-Out limitation"). In no event shall a Homeowner be permitted to obtain a home equity line of credit or home equity loan secured by a deed of trust or similar security instrument upon the Property (collectively, "Lines of Credit"). Any New Loan approved by the ED Department shall remain subject to this Section.

Section 4.2. ED Department Approval. Prior to consummation of the refinance, the ED Department shall be provided with a copy of the New Loan promissory note, deed of trust and a copy of the estimated closing/settlement statement disclosing all loan and escrow costs, fees, yield spread premiums, pay-off amounts and all other costs and expenses being incurred in connection with the refinance. The ED Department shall, in its sole but reasonable discretion, approve or disapprove the refinance based upon the above factors within twenty (20) business days of receipt of a request for approval of the refinance. The refinancing restrictions contained in this Section shall not be construed or understood to confer any rights upon a lender other than the ED Department and exists solely for the benefit of the ED Department, the Agency and the City to assist them in the administration of this Declaration.

Section 4.3. No Restraint on Alienation. The Homeowner understands and agrees that the terms and conditions of this Section are not unreasonable restraints on Property alienation rights and necessary in order to ensure that there is sufficient equity maintained in the Property to meet the Homeowner's Equity Share payment obligations to the ED Department under the Program.

Section 4.4. Subordination. The ED Department, the Agency and the City have found that no other economically feasible method of financing, refinancing or assisting Homeowners pursuant to the Program on substantially comparable terms and conditions exist without their willingness to subordinate this Declaration to the lien of a purchase money lender or subsequent lender refinancing the purchase money lender. Therefore, the ED Department will subordinate the lien of this Declaration to the lien of the purchase money lender and the lien of an ED Department approved New Loan on the Property provided the form and content of any required subordination agreement meets with the reasonable approval of the ED Department.

ARTICLE V

TERM

The term of this Declaration shall be forty-five (45) years, commencing upon the date this Declaration is recorded in the Official Records of San Bernardino County, California, or until such time as Homeowner repays in full the MAP Loan and remits the Equity Share payment to the ED Department as required under the Program (the "Term"). Upon expiration or termination of the Term, the ED Department shall execute a release of the encumbrance of this Declaration from the Property upon request of the Homeowner or its successors or assigns to the Property provided all amounts due and payable the ED Department under the Program have been paid.

ARTICLE VI

BREACH; ENFORCEMENT

Section 6.1. Breach. The failure of Homeowner or its successor in interest to the Property to observe or otherwise comply with any of the covenants, conditions, restrictions or other requirements of this Declaration, all of which exists for the benefit of the Agency, shall be an "event of default" under this Declaration. The failure to cure an event of default within twenty (20) days of receipt of a notice thereof from the ED Department shall be a "breach" of this Declaration.

Section 6.2. Remedies. Breach of the covenants contained in this Declaration may be enjoined, abated or remedied by appropriate legal proceeding in law or in equity. The ED Department shall be entitled to recover all reasonable attorneys' fees incurred by the ED Department as a consequence of the breach of this Declaration.

Section 6.3. Rights of the Agency. As a party to this Declaration, the ED Department is entitled to the following rights:

- a. The ED Department has the right, but not the obligation, to enforce all of the provisions of this Declaration.
- b. Any amendment to the Declaration shall require the written consent of the ED Department.
- c. This Declaration does not in any way infringe on the right or duties of the ED Department to enforce any of the provisions of the Code including, but not limited to, the abatement of dangerous buildings.

Section 6.4. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 6.5. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 7.2. Construction. The provisions of this Declaration shall be liberally construed for the purpose of maintaining the Property. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 7.3. Amendments. This Declaration may be amended only by the written agreement of Homeowner and the Agency.

Section 7.4. Notices. The ED Department may cause a Request for Notice of Default to be recorded on the Property subsequent to the recordation of the First Lien Deed of Trust or mortgage requesting a statutory notice of default as set forth in California Civil Code Section 2924b.

Any notice permitted or required to be delivered as provided herein to Homeowner shall be in writing and may be delivered either personally or by first-class or registered mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed to Homeowner. Such address may be changed from time to time by notice in writing to the Agency, which shall be made by certified mail to the Economic Development Department, 14343 Civic Drive, Victorville, California 92392, Attn: Director of Economic Development, and shall be effective upon receipt.

Section 7.5. Covenants to Run with the Land. All conditions, covenants, and restrictions contained in this Declaration shall be covenants running with the land, and shall, in any event, without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the ED Department, the Agency and City and their successors and assigns, against Homeowner, its successors and assigns to the Property or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

Section 7.6. Governing Law. This Declaration shall be governed by the laws of the State of California. Any legal action brought under this Declaration shall be instituted in the Superior Court of the County of San Bernardino, State of California, in an appropriate municipal court in that county or in the Federal District Court in the District of California in which San Bernardino County is located.

Section 7.7. Time of Essence. Time is of the essence in the performance of this Declaration.

Section 7.8. Legal Advice; Acknowledgments. Homeowner represents and warrants the following: it has carefully read this Declaration, and in signing this Declaration and agreeing to be bound by the same and the Program, does so with full knowledge of any rights which they may have: has received

independent legal advice from legal counsel as to the matters set forth in this Declaration and the Program, or has knowingly chosen not to consult legal counsel: and, has freely signed this Declaration and all Program documents including without limitation, the MAP Loan documents, and agreed to be bound by the same, without any reliance upon any agreement, promise, statement or representation by or on behalf of the Agency, or its respective agents, employees, or attorneys, except as specifically set forth in this Declaration, and without duress or coercion, whether economic or otherwise. This Declaration shall be interpreted as though prepared jointly by both the Homeowner and the ED Department.

[END OF PAGE]

IN WITNESS WHEREOF, the ED Department and Homeowner have caused this Declaration to be duly authorized, this 29th day of October, 2009

Dated: 10/29/09

"HOMEOWNER"

BY: Sharon Waddell
Sharon R. Waddell

BY: _____

Dated: 11/2/09

"ED Department"

CITY OF VICTORVILLE
ECONOMIC DEVELOPMENT DEPARTMENT

BY: Keith Metzler
Director of Economic Development
Keith Metzler

VICT.0001/DOC/341-6

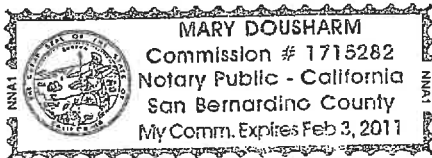
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)

County of San Bernardino)

On October 29, 2009, before me, Mary Dousharm, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Sharon R. Daddell
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Mary Dousharm

Place Notary Seal Above

OPTIONAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)

County of San Bernardino)

On November 2, 2009, before me, Naela Cansino, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Keith Metzler
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Naela Cansino

Place Notary Seal Above

OPTIONAL

CCRs

MAP # 09-10-04

6

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

LOT 10 OF TRACT 13937, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 246 OF MAPS, PAGES 11 TO 16 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3094-581-03

13221 Petaluma Road
Victorville, CA. 92392

Fidelity National Title
Insurance Co. (LSI Division)

Recorded in Official Records, County of San Bernardino



RY WALKER
Auditor/Controller - Recorder

11/06/2009
8:00 AM
SG

980 Cal Hal Misc. Lps A

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

84m
VICTORVILLE REDEVELOPMENT AGENCY
14343 CIVIC DRIVE
VICTORVILLE, CA 92392
Re: MAP # 09-10-04
Attn: Director of Economic Development

Doc#: 2009 - 0484443



Titles: 1 Pages: 4

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

090419788

(Space Above for Recorder's Use)

(Exempt from Recording Fees Per Government. Code Sections 27383 and/or 6103)

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

VICTORVILLE REDEVELOPMENT AGENCY MORTGAGE ASSISTANCE PROGRAM

Important notice to owners, purchasers, tenants, lenders, brokers, escrow and title companies, and all other persons, regarding affordable housing restrictions on the real property described in this Notice:

Restrictions have been recorded with respect to the property described below (referred to in this Notice as the "Property") which restrict the price and terms at which the Property may be sold. These restrictions may limit the sales price of the Property to an amount which is less than the fair market value of the Property. These restrictions limit the income of persons and households who are permitted to purchase the Property. The Restrictions also prohibit the rental of the Property.

Title of Document Containing Affordable House Restrictions:

Mortgage Assistance Program Declaration of Covenants, Conditions and Restrictions (referred to in this Notice as the "Affordable Housing Restrictions").

The Affordable Housing Restrictions are recorded concurrently with this Notice, official records of the County of San Bernardino, State of California.

Parties to Affordable Housing Restrictions:

Victorville Redevelopment Agency; and

Sharon R. Waddell("Owner").

Legal Description of Property: See Exhibit "A" attached hereto and incorporated herein by this reference.

Street Address of Property: 13221 Petaluma Road, Victorville, CA. 92392

Assessor's Parcel Number of Property: 3094-581-03

Summary of Affordable Housing Restrictions:

This Document restricts the sales price which may be charged for the Property in accordance with the terms of the Affordable Housing Restrictions and applicable law.

This Document restricts the income level of the buyer of the Property to persons or families of Low to Moderate Income, earning less than 120 percent (120%) of the current annual median income for the San Bernardino County area, adjusted for family size appropriate to the unit (as those terms are defined under California Health and Safety Code Section 50093).

Term of Restrictions: Forty-five (45) years, commencing on **DATE OF RECORDATION** and terminating on the **DATE FORTY-FIVE YEARS THEREAFTER**, or until such time as Homeowner repays in full the MAP Loan and remits the Equity Share payment to the Victorville Redevelopment Agency as required under the Program, as those terms are defined in the Affordable Housing Restrictions.

This Notice does not contain a full description of the details of all of the terms and conditions of the Affordable Housing Restrictions. You will need to obtain and read the Affordable Housing Restrictions to fully understand the restrictions and requirements which apply to the Property.

This Notice is being recorded and filed in compliance with Health and Safety Code Section 33334.3(f)(3) and (4), and shall be indexed against the Agency and the current Owner of the Property.

Dated: 11/2/09

VICTORVILLE REDEVELOPMENT AGENCY

By: 
Assistant Executive Director
Keith Metzler

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

LOT 10 OF TRACT 13937 IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 246 OF MAPS, PAGES 11 to 16 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3094-581-03

13221 Petaluma Road
Victorville, CA. 92392

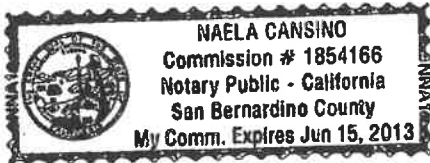
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)

County of San Bernardino)

On Nov. 2, 2009, before me, Naela Cansino, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Keith Metzler
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature Naela Cansino

Place Notary Seal Above

OPTIONAL

Notice of Affordability
MAP # 09-10-04