

## **Attachment A**

**Original Deed of Trust, Promissory Note,  
Contract Change Orders, and  
Declaration of Covenants, Conditions and Restrictions**

**LARRY WALKER**  
Auditor/Controller - Recorder

719 Chicago Title Company

Doc #: 2008-0231663



<b>Titles:</b>	<b>2</b>	<b>Pages:</b>	<b>9</b>
Fees		73.00	
Taxes		.00	
Other		.00	
<b>PAID</b>		<b>73.00</b>	

**RECORDING REQUESTED BY**Recording Requested By  
CHICAGO TITLE COMPANY

AND WHEN RECORDED MAIL TO:

VICTORVILLE  
REDEVELOPMENT AGENCY  
14343 CIVIC DRIVE  
VICTORVILLE, CA 92392  
Loan # 0478-071-08

77017836

(Space Above for Recorder's Use)

**DEED OF TRUST WITH ASSIGNMENT OF RENTS (AS CORRECTED)**

Deed of trust made on October 29, 2007, by **Joan M. Brunner and Cynthia Padron**, hereinafter called "Trustor", whose current address is **16700 Forrest Ave., Victorville, CA 92395**, to **Chicago Title Company**, a California Corporation, hereinafter referred to as "Trustee", whose business address is **560 E. Hospitality Lane, San Bernardino, CA, 92408** in favor of the **VICTORVILLE REDEVELOPMENT AGENCY**, 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, more particularly described as:

**LOT 19 OF TRACT NO. 2669, FAIRVIEW TRACT SUBDIVISIONS, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37, PAGE 95 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

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 Promissory Note dated as of even date herewith (the "Promissory Note") are (\$25,775.00) and recorded against the property of even date herewith (the "CC&R's") 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. 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.

2. 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.

3. 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."

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Bernardino }

On January 28, 2008, before me, Terri L. Monteleone, Notary Public  
Date Here Insert Name and Title of the Officer

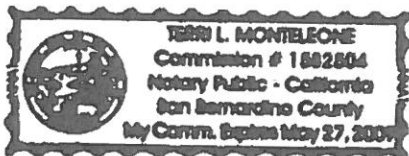
personally appeared Joan M. Brunner  
Name(s) of Signer(s)

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 Terri L. Monteleone  
Signature of Notary Public



Exp. May 27, 2009

Place Notary Seal Above

OPTIONAL

Deed of Trust :

NOTARY ACKNOWLEDGMENT ATTACHMENT

STATE OF: Florida

COUNTY OF: Pinellas

I HEREBY Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Cynthia Padron known to me to be the PERSON/ PERSONS described in and who executed the foregoing instrument, who acknowledged before me HE/ SHE/ THEY executed the same, that I relied upon the following form of identification of the above-named PERSON/ PERSONS: Drivers License and that an oath WAS/ WAS NOT taken.

WITNESS My Hand and official seal in the County and State last aforementioned this \_\_\_\_\_ Day of, 7 of February, 2008.

NOTARY RUBBER STAMP SEAL



Cheri Rodriguez  
MY COMMISSION # DD488721 EXPIRES  
November 7, 2009  
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]  
Notary Signature

Cheri Rodriguez

Name of Notary Printed:

MY Commission Expires: Nov. 7, 2009



VICTORVILLE REDEVELOPMENT AGENCY

PROMISSORY NOTE  
SECURED BY DEED OF TRUST

\$ 25,775.00

Loan No. # 0478-071-08

Place: Victorville Redevelopment Agency  
14343 Civic Drive  
Victorville, CA 92392

Date: October 29, 2007

FOR VALUE RECEIVED, **Joan M. Brunner** is to pay to the Victorville Redevelopment Agency (hereinafter called "Agency"), or its successors, the principal sum of **Twenty-Five Thousand Seven Hundered Seventy-Five Dollars and 00/100's (\$25,775.00)** and to pay interest on the unpaid principal amount of this Note in accordance with the terms of this Note. Payment of principal and interest shall be made as follows:

1. The term of this Note shall be thirty (30) years from the date of execution.
2. Interest shall accrue on the principal amount of this Note annually at the rate equal to the rate of **0%** (zero percent) interest to finance the rehabilitation of certain real property which has the address of **16700 Forrest Ave., Victorville, CA 92395**.
3. For the term of this Note, and to the extent the undersigned still occupies the residence to which this note applies, monthly payments of principal and interest will not be required.
4. Upon the expiration of the term of this Note and to the extent the original borrower still occupies the residence which is the subject of this Note, then this Note and all principal and interest otherwise will become due and payable in full.
5. Payments shall be made in lawful money of the United States of America at the principal office of the Victorville Redevelopment Agency of the City of Victorville 14343 Civic Drive, Victorville, California, 92392, or at such other place as may from time-to-time be designated by the Agency.

THIS NOTE shall become immediately due and payable in the amount of unpaid principal with interest, if applicable, pursuant to Section 3 hereof in the event that the property which is subject to the Deed of Trust securing this Note is sold, refinanced, leased, transferred, or otherwise disposed of by the undersigned or upon any transfer of title, whether

such be voluntary, involuntary, by the operation of law, or as a result of the death of the undersigned, or upon the occurrence of any event which causes a reduction in the priority which the deed of trust securing this instrument enjoys as of the date of its recordation.

Notwithstanding any language contained herein to the contrary, this Note may be deemed not immediately due and payable at the sole discretion of the Executive Director of the Agency if the transfer of title is otherwise in accordance with the provisions of those certain Affordability Covenants and Restrictions in favor of the Agency, recorded in connection with this Note.

THE UNDERSIGNED reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums. All payments on this Note shall be applied first to the interest due on the Note and then to the principal due on the Note, and the remaining balance shall be applied to late charges, if any. Except as provided below, all monthly payment on this Note shall be credited as of the due date thereof without adjustment of interest because paid either before or after such due date.

IN THE EVENT the undersigned shall fail to pay the interest on or principal of this Note when due, and if such failure be subsisting on the date that the next installment payment under this Note becomes due and payable, the unpaid principal amount of this Note, together with accrued interest and late charges, shall become due and payable, at the option of the Agency, without notice to the undersigned. Failure of the Redevelopment Agency to exercise such option shall not constitute a waiver of such default. No default shall exist by reason of non-payment of any required installment of principal and interest so long as the amount of optional prepayments already made pursuant hereto equals or exceeds the amount of the required installments. If the interest on, and principal of, this Note are not paid during the calendar month which includes the due date, the undersigned shall pay to the Agency a late charge of three percent (3%) per calendar month, or fraction thereof, on the amount past due and remaining unpaid. If this Note is reduced to judgment, such judgment should bear the statutory interest rate on judgments, but not to exceed six percent (6%) per annum.

IN NO EVENT shall the total interest and late charges payable hereunder exceed the maximum amount of interest permitted under the usury laws of the State of California.

IF SUIT is instituted by the Agency to recover on this Note, the undersigned agree(s) to pay all costs of such collection, including reasonable attorney fees and court costs.

THIS NOTE is secured by a deed of trust dated October 29, 2007, duly filed for record in the office of the County Recorder of the County of San Bernardino, State of California.

DEMAND, PROTEST AND NOTICE of demand and protest are hereby waived and the undersigned 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 Note.

THIS NOTE AND THE DEED OF TRUST executed coincident herewith are further subject to all of the terms and conditions of the Agency, Owner Occupied Residential Rehabilitation Program of the Victorville Redevelopment Agency as on file with the Agency.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of its date.

Joan M. Brunner  
Joan M. Brunner

10/29/07  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

Terri L. Monteleone  
(Witness)

10/29/07  
Date

**Mailing Address for Notices:**

Victorville Redevelopment Agency  
14343 Civic Drive  
Victorville, CA 92392

Apr 07 08 09:26a

Bev Gilliland

760-947-7818

p.3

**CITY OF VICTORVILLE  
OWNER OCCUPIED RESIDENTIAL REHABILITATION PROGRAM**

**CHANGE ORDER #1**

Site Address: 16700 Forrest Avenue, Victorville, Ca. 92395  
Owner Name(s): Joan Brunner

Item #	Description	Total Amount
1	Back Door	\$150.
2		
	Change Order Total	\$150.
	The Original Contract Sum Amount	\$25,775.
	The New Contract Sum will be increased	\$150.
	The New Contract Sum including this Change Order	\$25,925.

The Contract date ☐ will ☒ will not change by \_\_\_\_\_ days. The final completion date of the contract therefore is \_\_\_\_\_.

The undersigned hereby certifies that this contract change order is in connection with the original contract as signed by both Owner and Contractor and that the circumstances necessitating this change order were not reasonably foreseeable at the time the contract was signed. This contract change order is in the best interest of the Owner.

Approved:

Accepted:

  
Director of Economic Development Date

  
Owner Date

  
City Inspector Date 4-7-08

  
Contractor Date 4-3-08

Apr 07 08 09:26a

Bev Gilliland

760-947-7818

p.2

**CITY OF VICTORVILLE  
OWNER OCCUPIED RESIDENTIAL REHABILITATION PROGRAM**

**CHANGE ORDER #2**

Site Address: 16700 Forrest Avenue, Victorville, Ca. 92395  
Owner Name(s): Joan Brunner

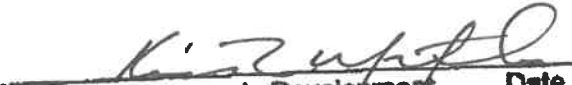
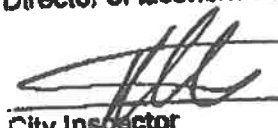
Item #	Description	Total Amount
1	Upgrade of Electrical Sub-Panel	\$850.
2		
	Change Order Total	\$850.
	The Original Contract Sum Amount	\$25,925.
	The New Contract Sum will be increased	\$850.
	The New Contract Sum including this Change Order	\$26,775.


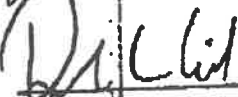
The Contract date ☐ will ☒ will not change by \_\_\_\_\_ days. The final completion date of the contract therefore is \_\_\_\_\_.

The undersigned hereby certifies that this contract change order is in connection with the original contract as signed by both Owner and Contractor and that the circumstances necessitating this change order were not reasonably foreseeable at the time the contract was signed. This contract change order is in the best interest of the Owner.

Approved:

Accepted:

  
Director of Economic Development Date  
  
City Inspector Date 4-7-08

  
Owner Date 4-3-08  
  
Contractor Date 4-3-08

**LARRY WALKER**

Auditor/Controller - Recorder

719 Chicago Title Company

## RECORDING REQUESTED BY:

Chicago Title Company  
17330 Bear Valley Rd., Suite 101  
Victorville, CA 92392

Doc #: 2008-0231664



Titles: 1 Pages: 12

Fees	80.00
Taxes	.00
Other	.00
<b>PAID</b>	<b>80.00</b>

## AND WHEN RECORDED MAIL TO:

VICTORVILLE REDEVELOPMENT AGENCY  
14343 CIVIC DRIVE  
VICTORVILLE, CALIFORNIA 92392

(Space Above Provided For Recorder)

(Exempt from Recording Fees Per  
Government. Code Section 6103)

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS - (AS CORRECTED)

RECORDING REQUESTED BY:

Chicago Title Company  
17330 Bear Valley Rd., Suite 101  
Victorville, CA 92392

AND WHEN RECORDED MAIL TO:

VICTORVILLE REDEVELOPMENT AGENCY  
14343 CIVIC DRIVE  
VICTORVILLE, CALIFORNIA 92392

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(Space Above Provided For Recorder)

(Exempt from Recording Fees Per  
Government. Code Section 6103)

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS – (AS CORRECTED)



DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
LOAN #: 0478-071-08

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made by and between Joan M. Brunner and Cynthia Padron, vesting as Joint Tenants, (the "Homebuyer") and the Victorville Redevelopment Agency, a public body, corporate and politic (the "Agency"), as of the date set forth below.

RECITALS

A. Homebuyer has applied for and became a participant in the Agency's Mortgage Assistance Program and has received certain assistance in connection with the purchase of certain real property (referred to herein as the "Property") described in the "Legal Description of the Property" (which is attached hereto as Attachment "A" and incorporated herein by this reference).

B. Homebuyer and the Agency desire and intend to restrict the Property and the improvements thereon in accordance with this Declaration to preserve its value for the benefit of Homebuyer, its successors, tenants, and the surrounding neighborhood.

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

ARTICLE I

NONDISCRIMINATION/RESIDENTIAL COVENANTS

Section 1. Homebuyer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Homebuyer himself or any person claiming under or through him, 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, sublessees, or vendees in the Property.

The covenants in this Section 1 shall run with the land in perpetuity.

Section 2. The Property shall be occupied by person(s) or families of low to mod income who currently earns less than 100 percent of the current annual median income for the San Bernardino County area, adjusted for family size (as those terms are defined by California Health and Safety Code Section 50093), who shall purchase the Property at an affordable housing cost (as defined in Health and Safety Code Section 50052.5). 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 or City standards as effective or as may be effective or amended. The covenants in this Section 2 shall run with the land for forty-five (45) years, unless the Agency's investment in the Property has otherwise been protected.

## ARTICLE II

### DUTIES OF HOMEBUYER

Section 1. Exterior Maintenance. All exterior, painted surfaces of any structures located on the Property shall be maintained at all times in a clean and presentable manner. Any such defacing marks shall be cleaned or removed within a reasonable period of time.

Section 2. Front and Side Exteriors. Homebuyer, its successors and assigns, shall, at all times maintain the front exterior, any visible side exteriors, and yards, if any, in a clean, safe and presentable manner.

Section 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 Homebuyer from Agency, whichever is less.

Section 4. Landscaping. All landscaping surrounding the Property shall be maintained in a manner consistent with standards for the City of Victorville (the "City") Municipal Code (the "Code") and any rules, regulations and standards adopted pursuant to the Code. In addition, for example, 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).

## ARTICLE III

### OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Maintenance by Homebuyer. Homebuyer shall, at his sole cost and expense, maintain and repair the Property and the improvements thereon keeping the same in good condition and making all repairs as may be required by this Declaration and the Code.

Section 2. 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 Homebuyer to rebuild, repair or reconstruct the Property in a timely manner to restore it to Code compliance condition.

Section 3. Variance in Exterior Appearance and Design. If the Property is damaged or destroyed by casualty, Homebuyer may apply to the Agency for approval to reconstruct, rebuild or repair the Property in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. In the event of damage or destruction due to casualty, Homebuyer 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 or demolition and vacate within two (2) months, unless prevented by causes beyond the reasonable control of Homebuyer.

Section 5. No sign of any kind shall be displayed to the public view without the approval of the Agency. All signs shall conform with all ordinances and other regulations of the City.

Section 6. Homebuyer, its successors and assigns, shall not permit or suffer anything to be done or kept upon said premises 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 Homebuyer commit or permit any nuisance on the premises or fail to keep the premises free of rubbish, clippings and trash or commit or suffer any illegal act to be committed thereon.

Section 7. The Homebuyer, 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 Agency 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 provisions of the Victorville Municipal Code shall apply.

Section 8. No games of chance shall be permitted on or about the Property in compliance with Victorville Municipal Code.

Section 9. All property shall be free from infestation of termites, insects, vermin or rodents.

Section 10. The Agency shall be permitted to place a lien against the Property to the extent necessary to secure payment of the costs of providing any necessary maintenance or other work as provided in this Section 10 and shall be entitled to pursue any other remedies as provided under law or equity in order to ensure compliance with the terms of this Agreement.

## ARTICLE IV

### ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in this Declaration may be enjoined, abated or remedied by appropriate legal proceeding.

Section 2. Rights of the Agency. As a party to this Declaration, the Agency is entitled to the following rights:

a. The Agency 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 Agency.

c. This Declaration does not in any way infringe on the right or duties of the Agency to enforce any of the provisions of the Code including, but not limited to, the abatement of dangerous buildings.

Section 3. Notice of Inspection. Homebuyer agrees and acknowledges that the Agency and its employees and agents shall have the right to enter upon the Property during normal business hours to ensure compliance with this Declaration and all applicable federal, state and local laws and regulations. The Agency agrees to notify Homebuyer not less than forty-eight (48) hours prior to the Agency's proposed time of inspection of the Property, and agrees to attempt to obtain the Homebuyer's consent to such inspection. Upon receipt of such notice, Homebuyer agrees to cooperate with the Agency in making the Property available for inspection by the Agency. Homebuyer acknowledges and agrees that in the event that if for any reason Homebuyer fails to consent to such inspection, the Agency may obtain an administrative inspection warrant or take such other legal actions as may be necessary to gain entry to and inspect the Property.

Section 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 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 V

### GENERAL PROVISIONS

Section 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 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 3. Amendments. This Declaration may be amended only by the written agreement of Homebuyer and the Agency.

Section 4. Notices. Any notice permitted or required to be delivered as provided herein to Homebuyer 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 Homebuyer. 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 Agency 14343 Civic Drive, Victorville, California 92392, Attn: Director, and shall be effective upon receipt.

Section 5. Subordination. The Agency has found that an economically feasible method of financing, refinancing or assisting homebuyers pursuant to the Mortgage Assistance Program on substantially comparable terms and conditions without subordination is not reasonably available, except where the homebuyer is not diminishing their equity and can improve the term of the loan or the interest rate on their existing loan.

Any first lien on the Property ("First Lien") held by an institutional lender or investor (the "Lender") shall be prior and superior to this Declaration and/or any Agency Deed of Trust. Thus, any party, its successors and assigns receiving title to the Property through a trustee's sale, judicial foreclosure sale, or deed in lieu of foreclosure, and any conveyance or transfer thereafter, shall receive title free and clear of the Agency Deed of Trust and this Declaration.

The Homebuyer shall cause a Request for Notice 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 the California Civil Code. Such notice shall be sent to:

Victorville Redevelopment Agency  
14343 Civic Drive  
Victorville, California 92392

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**LOT 19 OF TRACT NO. 2669, FAIRVIEW TRACT SUBDIVISIONS, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37, PAGE 95 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

APN: 0478-071-02

AKA address: 16700 Forrest Avenue, Victorville, CA 92395



IN WITNESS WHEREOF, the Agency and Homebuyer have caused this instrument to be duly authorized, this 27<sup>th</sup> day of May 2008

Dated: 1/27/08

"HOMEBUYER"

BY: Joan M. Brunner

PRINTED NAME: JOAN M. BRUNNER

BY: Cynthia Padron

PRINTED NAME: Cynthia Padron

Cynthia Padron

Dated: April 25 2008

VICTORVILLE REDEVELOPMENT AGENCY

BY: Keith C. Metzler

Director of Economic Development

Keith C. Metzler

APPROVED AS TO FORM:

[Signature]  
Agency Counsel

Dated: 1-27-08

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On April 23, 2008 before me, Terri L. Monteleone, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Keith C. 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.

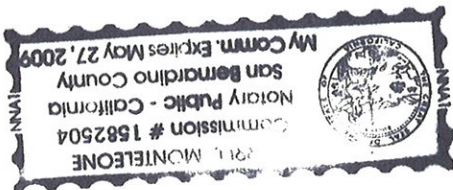
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Terri L. Monteleone

Signature of Notary Public



OPTIONAL

STATE OF CALIFORNIA                     )  
COUNTY OF SAN BERNARDINO         )

On January 28, 2008, before me, Terri L. Monteleone, Notary Public, personally appeared Joan M. Brunner, 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 on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.



Signature Terri L. Monteleone (SEAL)

NOTARY ACKNOWLEDGMENT ATTACHMENT

STATE OF: Florida

COUNTY OF: Pinellas

I HEREBY Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Cynthia Padron known to me to be the PERSON/ PERSONS described in and who executed the foregoing instrument, who acknowledged before me HE/ SHE/ THEY executed the same, that I relied upon the following form of identification of the above-named PERSON/ PERSONS: Drivers License, and that an oath WAS/ WAS NOT taken.

WITNESS My Hand and official seal in the County and State last aforementioned this 7<sup>th</sup> Day of, February, 2008.

NOTARY RUBBER STAMP SEAL



Cheri Rodriguez  
MY COMMISSION # DD488721 EXPIRES  
November 7, 2009  
BONDED THRU TROY FAIN INSURANCE, INC.

A handwritten signature in blue ink, appearing to be "Ch", written over a horizontal line.

Notary Signature

Name of Notary Printed:

MY Commission Expires: