

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

MARSHA L. BROWN  
PRESIDENT

HELENA JUBANY  
VICE-PRESIDENT

VICTOR H. CUEVAS  
VAN AMBATIELOS

CITY OF LOS ANGELES  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

DEPARTMENT OF  
BUILDING AND SAFETY  
201 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90012

ROBERT R. "BUD" OVROM  
GENERAL MANAGER

RAYMOND S. CHAN, C.E., S.E.  
EXECUTIVE OFFICER

May 31, 2012

Council District: # 8

Honorable Council of the  
City of Los Angeles  
Room 395, City Hall

JOB ADDRESS: **9420 SOUTH HARVARD BLVD., LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **6055-002-003**

On September 25, 2006 and November 25, 2009, pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Department of Building and Safety (the "Department") investigated and identified code violations at: **9420 South Harvard Blvd., Los Angeles, California** (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Following the Department's investigation an order or orders to comply were issued to the property owner and all interested parties. Pursuant to Section 98.0411(a) the order warned that "a proposed noncompliance fee may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or slight modification is filed within 15 days after the compliance date." The owners failed to comply within the time prescribed by ordinance. The Department imposed non-compliance fee as follows:

<u>Description</u>	<u>Amount</u>
Non-Compliance Code Enforcement fee	\$ 650.00
Late Charge/Collection fee (250%)	1,625.00
Accumulated Interest (1%/month)	894.54
Title Report fee	53.00
<b>Grand Total</b>	<b>\$ 3,222.54</b>

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed a lien for a total sum of **\$3,222.54** recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "City Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that the City Council instruct the Department to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$3,222.54** on the referenced property. A copy of the title report which includes a full legal description of the property is attached as Exhibit A. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY

Steve Ongele  
Chief, Resource Management Bureau

Lien confirmed by  
City Council on:

ATTEST: JUNE LAGMAY, CITY CLERK

BY: \_\_\_\_\_  
DEPUTY

## Westcoast Title



## &amp; Abstract Company, Inc.

400 S. Alhambra Ave. Ste B  
 Monterey Park, Ca. 91755  
 Phone 626-548-2479 818-337-0474 fax

Work Order No. T8584

Prepared for: City of Los Angeles

Type of Report: GAP Report

Order Date: 04-26-2012

Dated as of: 04-25-2012

Fee: \$48.00

## -SCHEDULE A-

(Reported Property Information)

For Assessors Parcel Number: 6055-002-003

Situs Address: 9420 S Harvard Blvd.

City: Los Angeles

County: Los Angeles

## -VESTING INFORMATION (Ownership)

The last Recorded Document Transferring Fee Title Recorded on: 12-07-2011

As Document Number: 11-1655065

Documentary Transfer Tax: \$None

In Favor of: Billie Mae Scott, Trustee of the Vivian M. Boyce Revocable Trust dated 11/9/2010

Mailing Address: Vivian M. Boyce, Trustee

9420 S. Harvard Street

Los Angeles, CA 90047

## -SCHEDULE B-

-The Property Reported Herein is Described as follows:

Lots 199 and 200 of Tract No. 6084 in the City of Los Angeles, County of Los Angeles, State of California,  
 as per map recorded in Book 101, Page(s) 53 to 57 Inclusive of Maps, in the office of the County Recorder  
 of said County.

## **Westcoast Title & Abstract Company, Inc.**

400 S. Alhambra Ave. Ste B  
Monterey Park, Ca. 91755  
Phone 626-548-2479 818-337-0474 fax

Page 2  
Order Number: T8584

### **-Schedule B Continued-**

*1. A Deed of Trust Recorded on 04-01-2003  
as Document Number 03-0908688  
Amount: \$224,000.00  
Trustor: Vivian Boyce, a Widow  
Trustee: Town and Country Title Services, Inc.  
Beneficiary: Ameriquist Mortgage Company, a Corporation*

*Mailing Address: Ameriquist Mortgage Company  
P.O. Box 11507  
Santa Ana, CA 92711*

*An Assignment of Beneficial interest Recorded on 02-23-2009  
as Document Number 09-0249764  
Interest assigned to: Mortgage Electronic Registration, Inc. (MERS), a Delaware Corporation, its  
Successors or assigns, as Nominee for JPMorgan Chase Bank, National Association, PO Box 2026, Flint,  
MI 48501(Assignee)*

*Mailing Address: Citi Residential Lending Inc.  
c/o NTC 2100 Alt. 19 North  
Palm Harbor, FL 34683*

*Mailing Address: Mortgage Electronic Registration Systems, Inc. (MERS)  
P.O. Box 2026  
Flint, MI 48501-2026*

*2. A Notice of Sub Standard Property Recorded on: 07-23-2004  
as Document Number: 04-1894940  
Filed by the City of Los Angeles, Code Enforcement Department*

*3. A Notice of Pending Lien Recorded 11-30-2007  
as Document Number 07-2636924  
Filed by the City of Los Angeles Dept. of Building and Safety*

*4. A Notice of Pending Lien Recorded 03-19-2010  
as Document Number 10-0381503  
Filed by the City of Los Angeles Dept. of Building and Safety*

**Westcoast Title & Abstract Company, Inc.**

400 S. Alhambra Ave. Ste B  
Monterey Park, Ca. 91755  
Phone 626-548-2479 818-337-0474 fax

Page 3  
Order Number: T8584

***-Schedule B Continued-***

5. A Deed of Trust Securing Bail Bond Number: 2011 DD-009903

Recorded: 01-05-2012

Document Number: 12-0018083

Amount: \$

Trustor: Vivian Boyce

Trustee: Brian J. Frank & Ronald A. Frank

Beneficiary: Lexington National Insurance Corporation, a Maryland Corporation

Address: Lexington National Insurance Corporation

P.O. Box 6098

Lutherville, MD 21094

*A Statement of information may be required to provide further information on the owners listed below:*

*No Statement of information is required.*

End of Report





**TitleTrace i.t.**  
Real Estate Information Technology

Los Angeles County  
Parcel Data

APN No.	6055-002-003				
Site Address	9420 S HARVARD BLVD LOS ANGELES CA 90047				
Mailing Address	32 SHEPPARD DR ASHEVILLE NC 28808				
Legal Description	TRACT NO 6084 LOTS 199 AND Lot/Sec 200				
Owners Name(s)	SCOTT,BILLIE M ETAL BOYCE,STEPHEN A				
Special Name					
New Owners	BOYCE,VIVIAN AND				
Date Of Transfer	06/13/2008				
New Date Of Transfer	05/30/2007				
Doc No.	1299162				
Tax Data					
Land Value	\$16,182	Taxes	1st Half	2nd Half	
Improvement	\$44,771	Status	**PAID**	**PAID**	
HomeownersExemption	0000	Pmt Date	10/30/2008	04/14/2009	
Net Total	\$60,933	Total Tax	\$1,036.09		
		Tax Install	518.05	518.04	
		Penalty	51.81	51.81	
		Balance Due	.00	.00	
		Total Tax Due	.00		
Special Assessments included in Total Tax Amount					
Acct no.	188.51	Agency:	CITY LT MAINT 21	Amount:	106.13
Acct no.	081.11	Agency:	LA WEST MOSQ AB 31	Amount:	5.26
Acct no.	001.70	Agency:	TRAUMA/EMERG SRV86	Amount:	116.69
Acct no.	036.92	Agency:	COUNTY PARK DIST21	Amount:	24.75
Acct no.	188.71	Agency:	CITY 911 FUND 21	Amount:	28.61
Acct no.	030.71	Agency:	FLOOD CONTROL 62	Amount:	57.74
Acct no.	188.69	Agency:	LA STORMWATER 21	Amount:	46.03
Acct no.	188.50	Agency:	LACITY PARK DIST21	Amount:	23.42
Special Assessments Total:					408.63
Region: 09	Use Code: 0100	Zoning: LAR1	SQ. Ft: 3,137	Yr Blt: 1924	Yr. Sold to State: 0000

Copyright © 2005 by TITLE TRACE A DIVISION OF THE LOREN DATA GROUP, LLC. ALL RIGHTS RESERVED.

RECORDING REQUESTED BY

Brown White & Newhouse, LLP  
300 East State Street, Suite 668  
Redlands, CA 92373

WHEN RECORDED MAIL THIS DEED  
AND MAIL TAX STATEMENTS TO

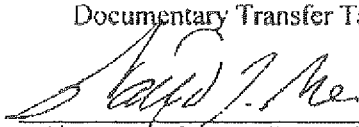
Vivian M. Boyce, Trustee  
9420 S. Harvard Street  
Los Angeles, CA 90047



(Above for Recorder's Use)

**QUITCLAIM DEED**

Documentary Transfer Tax is \$-0-

  
Signature of Agent Determining Tax  
This conveyance

APN: 6055-002-003

This conveyance transfers an interest into or out of a Living Trust, R & T 11930

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

BILLIE M. SCOTT, a single woman, STEPHEN A. BOYCE, a single man as his sole and separate property,  
and PAMELA J. CLEVELAND, a single woman, as joint tenants,

hereby REMISE, RELEASE AND FOREVER QUITCLAIM to:

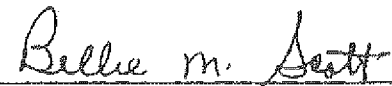
BILLIE MAE SCOTT, trustee of the VIVIAN M. BOYCE REVOCABLE TRUST dated 11/9/2010,

all of their right, title and interest in and to the following described property in the City of Los Angeles,  
County of Los Angeles, State of California:

Legal Description: Lots 199 and 200 of Tract No. 6084, as per map recorded in Book 101 Pages 53 to  
57 inclusive of Maps, in the office of the County Recorder of said county.

COMMONLY KNOWN AS: 9420 S. Harvard Blvd., Los Angeles, CA 90047

DATED: Nov 4, 2011

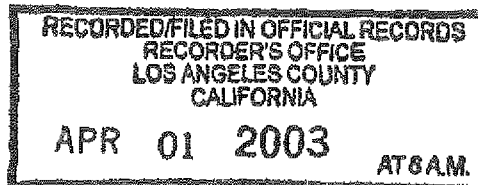
  
BILLIE M. SCOTT

  
STEPHEN A. BOYCE

  
PAMELA J. CLEVELAND

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03.0908688



TITLE(S) : \_\_\_\_\_



FEE	FEE \$ 55- LL
	DAF \$ 2-
	C-20

D.T.T

NOTIFICATION SENT-\$4 ©

CODE  
20

CODE  
19

CODE  
9

Assessor's Identification Number (AIN)  
To be completed by Examiner OR Title Company in black ink.

Number of Parcels Shown

THIS FORM NOT TO BE DUPLICATED

CALIFORNIA COUNTIES TITLE CO.

Recording Requested By:  
Ameriquest Mortgage Company

03 0908688

Return To:

Ameriquest Mortgage Company  
P.O. Box 11507  
Santa Ana, CA 92711

Prepared By: Ameriquest Mortgage Company  
Elizabeth Deburgo  
445 South Figueroa Street,  
#2310  
Los Angeles, CA 90071

[Space Above This Line For Recording Data]

5030667  
6055.002-003

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated March 3, 2003 together with all Riders to this document.

(B) "Borrower" is VIVIAN BOYCE, A Widow

Borrower is the grantor under this Security Instrument.

(C) "Lender" is Ameriquest Mortgage Company

Lender is a Corporation organized and existing under the laws of Delaware

0043322239 - 5517

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

Form 3005 1/01

VMP - 6(CA) (0005)

Page 1 of 15

Initials VB

03/03/2003 5:07:36 PM

VMP MORTGAGE FORM 9 - (R00)521-7201



3

Lender's address is 1100 Town and Country Road, Suite 200 Orange, CA 92868

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Town and Country Title Services, Inc.

(E) "Note" means the promissory note signed by Borrower and dated March 3, 2003

The Note states that Borrower owes Lender two hundred twenty-four thousand and 00/100 Dollars

(U.S. \$224,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2033

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

004332239 - 5517

Initials: LLB

004332239 - 5517

Page 2 of 15

03/03/2003 5:07:36 Form 3005 1/01

03 0908688

15

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

Witnesses:

4/1/03

\_\_\_\_\_

Vivian Boyce (Seal)  
VIVIAN BOYCE -Borrower

\_\_\_\_\_

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

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

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

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

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

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

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

0043322239 - 5517

6(CA) 10005

Page 14 of 15 03/03/2003 5:07:36 PM Form 3006 1/01

03 0908688

[RECORDING REQUESTED BY]  
NATIONWIDE TITLE CLEARING  
[AND WHEN RECORDED MAIL TO]  
CITI RESIDENTIAL LENDING INC.  
C/O NTC 2100 Alt. 19 North  
Palm Harbor, FL 34683



CRL L#: 0043322239  
Assignee L#: 0043322239  
Investor L#: 0043322239  
Custodian: 66  
Effective Date: 12/31/2008

### CORPORATE ASSIGNMENT OF DEED OF TRUST

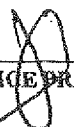
FOR GOOD AND VALUABLE CONSIDERATION,  
the sufficiency of which is hereby acknowledged, the undersigned AMERIQUEST MORTGAGE COMPANY BY CITI  
RESIDENTIAL LENDING INC. ITS ATTORNEY-IN-FACT, WHOSE ADDRESS IS 10801 E. 6TH STREET,  
RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set  
over the described Deed of Trust together with the certain note(s) described therein, without recourse, representation or  
warranty, together with all right, title and interest secured thereby, all liens, and any rights due or to become due thereon to  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ('MERS') A DELAWARE CORPORATION, ITS  
SUCCESSORS OR ASSIGNS, AS NOMINEE FOR JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, PO  
BOX 2026, FLINT, MI 48501, (ASSIGNEE).

Said Deed made by VIVIAN BOYCE and recorded on 04/01/2003 as Inst# 03 0908688 in Book Page in the office of the  
LOS ANGELES County Recorder, CA.

Property more commonly known as: 9420 S HARVARD BLVD, LOS ANGELES, CA 90047

Dated: 02/12/2009

AMERIQUEST MORTGAGE COMPANY BY CITI RESIDENTIAL LENDING INC. ITS ATTORNEY-IN-FACT

By:   
BRYAN BLY VICE PRESIDENT

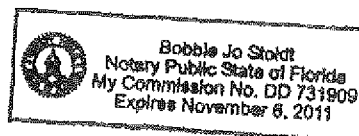
STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me THIS 12TH DAY OF FEBRUARY IN THE YEAR 2009 by  
BRYAN BLY, well known to me to be the VICE PRESIDENT of AMERIQUEST MORTGAGE COMPANY BY CITI  
RESIDENTIAL LENDING INC. ITS ATTORNEY-IN-FACT a corporation, on behalf of the corporation.

  
BOBBIE JO STOLDT DD731909 Notary Public

My Commission expires: 11/06/2011

Prep by: Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152



CRLAS 9138813 12/31 WAMU JRL2045985 MIN 100015000433222396 MERS PHONE 1-888-679-MERS

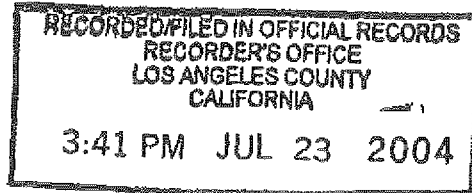


\*9138813\*

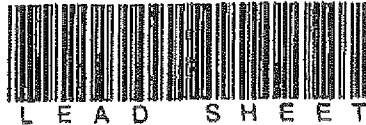
form5/FRMCAI

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04 1894940



TITLE(S) : \_\_\_\_\_



FEE

D.T.T

FREE 1 T

CODE  
20

CODE  
19

CODE  
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM NOT TO BE DUPLICATED

RECORDING REQUEST BY  
City of Los Angeles

04 1894940 2

WHEN RECORDED MAIL TO

Department of Building and Safety  
Code Enforcement Bureau  
3550 Wilshire Boulevard, Suite 1800  
Los Angeles, CA  
90010

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF BUILDING(S), STRUCTURE(S), OR PREMISES CLASSIFIED AS EITHER  
HAZARDOUS, SUBSTANDARD OR A NUISANCE - ABATEMENT PROCEEDINGS**

Notice is hereby given that, pursuant to the provisions of Division 89 of Article 1 of Chapter IX of the Los Angeles Municipal Code (LAMC), the Department of Building and Safety has determined the building(s), structure(s), premises or portion(s) thereof, located at the site described below, to be a SUBSTANDARD property, as defined in Section 91 8902 (LAMC). The owner of the property has been duly notified pursuant to the above code section.

If the owner or any other party having or acquiring any right, title or interest in the property fails or refuses to comply with the notice as ordered, the Department shall initiate procedures that will result in the work being done under City contract. The costs, plus administrative fees, will be assessed as a lien against the property. This notice will continue in force until the Department of Building and Safety records a subsequent notice of termination.

For further information regarding this notice and the status of Department proceedings, please contact Inspector L. LOUIS LING of the Code Enforcement Bureau between 7 30 a m and 9 30 a m Monday through Friday.

Telephone Number (323) 789-2789 Office Location 8475 S VERMONT AVE

Assessor's Map Book 6055 Page 002 Parcel 003

Identified by Los Angeles County Tax Assessors


records as 9420 S HARVARD BLVD in the City of Los Angeles

DATED. This 23RD of JULY 2004

OWNER

VIVIAN M BOYCE  
9420 S HARVARD BLVD  
LOS ANGELES CA 90047

CITY OF LOS ANGELES  
Superintendent of Building  
By

  
for  
DAVID R. KEIM, Chief  
CODE ENFORCEMENT BUREAU

RECORDING REQUESTED BY  
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO

Department of Building and Safety  
Financial Services Division  
201 N. Figueroa St., 9th Floor  
Los Angeles, CA 90012

11/30/07



20072636924

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF PENDING LIEN

Notice is hereby given that, pursuant to the provisions of Section 98 0402 of Division 4 of Article 8 of Chapter IX of the Los Angeles Municipal Code (LAMC), the City of Los Angeles has incurred the cost of inspections of the property described below. The City of Los Angeles intends to impose a lien against the property described below to recover the cost of such inspections, plus appropriate fees and fines, as authorized by LAMC Section 98 0402 and Section 7 35.5 of Article 4.6 of Chapter 1 of Division 7 of the Los Angeles Administrative Code, upon confirmation of the City Council.

For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9 00 a.m. and 11 00 a.m., Monday through Friday (Invoice No. 4303578)

Telephone Number (213) 482-6890

Office Location 201 N. Figueroa St., Suite 940

The property subject to this Notice of Pending Lien is that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows

TR 6084 199 M B 101-53/57

TR 6084 200 M B 101-53/57

THIS NOTICE WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CITY OF LOS ANGELES RECORDS A SUBSEQUENT NOTICE OF TERMINATION OF PENDING LIEN OR A NOTICE OF LIEN.

APN 6055-002-003

AKA 9420 S HARVARD BLVD

LOS ANGELES

Owner

BOYCE VIVIAN M

9420 S HARVARD BLVD

LOS ANGELES CA, 90047

DATED This 02nd Day of November, 2007

CITY OF LOS ANGELES

ANDREW A. ADELMAN, P.E.

General Manager, Department of Building and Safety

By

Grace Harper, Bureau Chief  
Resource Management Bureau



RECORDING REQUESTED BY:  
CITY OF LOS ANGELES

WHEN RECORDED MAIL TO:

Department of Building and Safety  
Financial Services Division  
201 N. Figueroa St., 9th Floor  
Los Angeles, CA 90012



SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### NOTICE OF PENDING LIEN

Notice is hereby given that, pursuant to the provisions of Section 98.0402 of Division 4 of Article 8 of Chapter IX of the Los Angeles Municipal Code (LAMC), the City of Los Angeles has incurred the cost of inspections of the property described below. The City of Los Angeles intends to impose a lien against the property described below to recover the cost of such inspections, plus appropriate fees and fines, as authorized by LAMC Section 98.0402 and Section 7.35.5 of Article 4.6 of Chapter I of Division 7 of the Los Angeles Administrative Code, upon confirmation of the City Council.

For further information regarding this notice and the status of Department proceedings, please contact Nancy Truong of the Department of Building and Safety between 9:00 a.m. and 11:00 a.m., Monday through Friday. (Invoice No. 4800125)

Telephone Number: (213) 482-6890

Office Location: 201 N. Figueroa St., Suite 940

The property subject to this Notice of Pending Lien is that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

TR 6084 199 M B 101-53/57

TR 6084 200 M B 101-53/57

THIS NOTICE WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE CITY OF LOS ANGELES RECORDS A SUBSEQUENT NOTICE OF TERMINATION OF PENDING LIEN OR A NOTICE OF LIEN.

APN 6055-002-003  
AKA 9420 S HARVARD BLVD  
LOS ANGELES

Owner:  
BOYCE VIVIAN M  
9420 S HARVARD BLVD  
LOS ANGELES CA, 90047

DATED: This 09th Day of March, 2010

CITY OF LOS ANGELES

By *Karen Penner*  
for Karen Penner, Bureau Chief  
Resource Management Bureau

This page is part of your document - DO NOT DISCARD



**20120018083**



Pages:  
0003

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

01/05/12 AT 11:53AM

FEES:	43.00
TAXES:	0.00
OTHER:	0.00
PAID:	43.00



LEADSHEET



201201050620016

00005201515



003727870

SEQ:  
01

DAR - Counter (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

AND WHEN RECORDED MAIL TO:

Lexington National  
Insurance Corporation  
P.O. Box 6098  
Lutherville, MD 21094  
(410) 625-0800

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### DEED OF TRUST AND ABSOLUTE ASSIGNMENT OF RENTS

This Deed of Trust with Assignment of Rents, is made this 31<sup>ST</sup> day of JULY 20 11, by  
VIVIAN BOYCE ("TRUSTOR"),  
whose address is 9420 S. HARVARD LOS ANGELES CA 90047  
(number and street) (City) (State) (Zip)  
to Brian J. Frank & Ronald A. Frank of (TRUSTEE), for the benefit of Lexington National Insurance Corporation, A Maryland Corporation  
(BENEFICIARY), whose address is 200 E. Lexington Street, Suite 501, Baltimore, MD 21203, Trustor  
irrevocably grants and conveys to Trustee, in Trust, with power of sale, all Trustor's right, title and interest now owned or later acquired  
in the following described property located in the County of LOS ANGELES State of California:

TRACT NO. 6084 LOTS 199 AND 607200

COMMONLY KNOWN AS: 9420 S. HARVARD L.A. CA. 90047

Together with all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the rents, issues and profits thereof are herein referred to as the PROPERTY.

This deed is for the purpose of securing performance of each agreement of Trustor herein contained, and securing payment to the said Beneficiary of the monies due to it and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by it (and as more fully set forth in that certain bail bond and/or indemnity agreement(s), which agreement(s) is made a part hereof by reference as though herein fully set forth), on account of, growing out of, or resulting from the execution of a bond

or bonds on behalf of: BRENTON DEGRATE Bond No. 2011 DD-009908

in the matter of STATE OF CALIFORNIA v. BRENTON DEGRATE  
AND FOR WHICH AMOUNTS and the matters set forth in this bail bond and/or indemnity agreement, these presents are security.

To protect the security on this Deed of Trust, Trustor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Trustor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Trustor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof of the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Trustor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the legal rate, shall be added to and become a part of the debt secured by this Deed of Trust.

IT IS MUTUALLY AGREE THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby, Beneficiary does not waive its right to require prompt payment when due of all other sums to secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, upon written request of the Trustor and the Beneficiary, or upon satisfaction of the obligation secured and with written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request by Beneficiary, Trustee shall sell the trust property at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Trustor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of a bona fide purchaser and encumbrances for value.

6. Absolute Assignment of Rents. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this trust, to collect the rents, issues and profits of the property, reserving unto the Trustor the right, prior to any default by Trustor of any obligations secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the obligations hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect rents, issues and profits including those past due and unpaid and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any obligations secured hereby, and in such order as the Beneficiary may determine. The entering upon and taking possession of this Property, the collection of such rents, issues and profits and the application thereof as previously stated, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

7. Beneficiary, or any successor in ownership of the obligations secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary alone and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor trustee of trustees, who shall, without conveyance from the trustee predecessor, succeed to all its title, estate, rights, powers, and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.

8. That this Deed applies to, insures to the benefit of and binds all parties, hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term beneficiary shall mean the owner and holder including pledges, of the indemnity Agreement secured hereby, whether or not named as beneficiary herein.

Trustor Signature Vivian Boyce  
VIVIAN BOYCE

Trustor Signature \_\_\_\_\_

Trustor Signature \_\_\_\_\_

Trustor Signature \_\_\_\_\_

State of California

County of LOS ANGELES

On JULY 31 2011 before me, TERESA D. JENNINGS 'NOTARY PUBLIC'

A Notary Public, personally appeared VIVIAN BOYCE

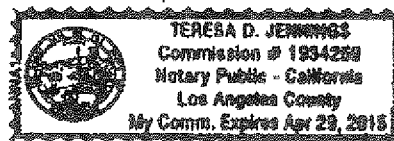
(who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(Seal)



# EXHIBIT B

ASSIGNED INSPECTOR: ED DECKERT

Date: May 31, 2012

JOB ADDRESS: 9420 SOUTH HARVARD BLVD., LOS ANGELES, CA

ASSESSORS PARCEL NO. (APN): 6055-002-003

Last Full Title: 4/25/2012

Last Update to Title:

## LIST OF OWNERS AND INTERESTED PARTIES

- 1). VIVIAN M. BOYCE, TRUSTEE  
9420 S. HARVARD BLVD.  
LOS ANGELES, CA. 90047-3810  
CAPACITY: OWNERS
- 2). BILLIE M. SCOTT, ET AL  
STEPHEN A. BOYCE  
32 SHEPPARD DR.  
ASHEVILLE, NC. 28806  
CAPACITY: OWNERS
- 3). AMERIQUEST MORTGAGE COMPANY  
P.O. BOX 11507  
SANTA ANA, CA. 92711  
CAPACITY: INTERESTED PARTIES
- 4). CITI RESIDENTIAL LENDING INC.  
c/o NTC 2100 ALT. 19 NORTH  
PALM HARBOR, FL. 34683  
CAPACITY: INTERESTED PARTIES
- 5). MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)  
P.O. BOX 2026  
FLINT, MI. 48501-2026  
CAPACITY: INTERESTED PARTIES
- 6). LEXINGTON NATIONAL INSURANCE COMPANY  
P.O. BOX 6098  
LUTHERVILLE, MD. 21094  
CAPACITY: INTERESTED PARTIES

**Property Detail Report**

For Property Located At



CoreLogic

RealQuest Professional

**9420 S HARVARD BLVD, LOS ANGELES, CA 90047-3810****Owner Information:**

Owner Name: **BOYCE VIVIAN M TRUST**  
 Mailing Address: **9420 S HARVARD BLVD, LOS ANGELES CA 90047-3810 C044**  
 Phone Number: Vesting Codes: **// RT**

**Location Information:**

Legal Description: **TRACT NO 6084 LOTS 199 AND LOT 200**  
 County: **LOS ANGELES, CA** APN: **6055-002-003**  
 Census Tract / Block: **2380.00 / 3** Alternate APN:  
 Township-Range-Sect: Subdivision: **6**  
 Legal Book/Page: **12-174** Map Reference: **57-E2 / 703-J4**  
 Legal Lot: **200** Tract #: **6**  
 Legal Block: School District: **LOS ANGELES**  
 Market Area: Munic/Township:  
 Neighbor Code:

**Owner Transfer Information:**

Recording/Sale Date: **12/07/2011 / 11/04/2011** Deed Type: **QUIT CLAIM DEED**  
 Sale Price: 1st Mtg Document #:  
 Document #: **1655065**

**Last Market Sale Information:**

Recording/Sale Date: **06/29/1965 /** 1st Mtg Amount/Type: **/**  
 Sale Price: **\$5,000** 1st Mtg Int. Rate/Type: **/**  
 Sale Type: **FULL** 1st Mtg Document #: **/**  
 Document #: 2nd Mtg Amount/Type: **/**  
 Deed Type: **DEED (REG)** 2nd Mtg Int. Rate/Type: **/**  
 Transfer Document #: Price Per SqFt: **\$1.59**  
 New Construction: Multi/Split Sale:  
 Title Company:  
 Lender:

Seller Name:

**Prior Sale Information:**

Prior Rec/Sale Date: **/** Prior Lender:  
 Prior Sale Price: Prior 1st Mtg Amt/Type: **/**  
 Prior Doc Number: Prior 1st Mtg Rate/Type: **/**  
 Prior Deed Type:

**Property Characteristics:**

Gross Area: <b>3,137</b>	Parking Type: <b>PARKING AVAIL</b>	Construction:
Living Area: <b>3,137</b>	Garage Area:	Heat Type: <b>CENTRAL</b>
Tot Adj Area:	Garage Capacity: <b>4</b>	Exterior wall: <b>STUCCO</b>
Above Grade:	Parking Spaces: <b>3</b>	Porch Type:
Total Rooms: <b>9</b>	Basement Area: <b>133</b>	Patio Type:
Bedrooms: <b>5</b>	Finish Bsmnt Area:	Pool:
Bath(F/H): <b>2 /</b>	Basement Type:	Air Cond:
Year Built / Eff: <b>1924 / 1924</b>	Roof Type:	Style: <b>CONVENTIONAL</b>
Fireplace: <b>Y / 1</b>	Foundation: <b>RAISED</b>	Quality: <b>AVERAGE</b>
# of Stories: <b>2.00</b>	Roof Material: <b>COMPOSITION SHINGLE</b>	Condition: <b>AVERAGE</b>

Other Improvements: **FENCE****Site Information:**

Zoning: <b>LAR1</b>	Acres: <b>0.30</b>	County Use: <b>SINGLE FAMILY RESID (0100)</b>
Lot Area: <b>13,250</b>	Lot Width/Depth: <b>100 x 133</b>	State Use:
Land Use: <b>SFR</b>	Res/Comm Units: <b>1 /</b>	Water Type: <b>PUBLIC</b>
Site Influence:		Sewer Type: <b>UNKNOWN</b>

**Tax Information:**

Total Value: <b>\$61,244</b>	Assessed Year: <b>2011</b>	Property Tax: <b>\$1,180.99</b>
Land Value: <b>\$16,244</b>	Improved %: <b>73%</b>	Tax Area: <b>307</b>
Improvement Value: <b>\$45,000</b>	Tax Year: <b>2011</b>	Tax Exemption:
Total Taxable Value: <b>\$61,244</b>		



**Comparable Summary**

For Property Located At



CoreLogic

RealQuest Professional

**9420 S HARVARD BLVD, LOS ANGELES, CA 90047-3810****1 Comparable(s) found.** (Click on the address to view more property information)[View Report](#)[Configure Display Fields](#)[Modify Comparable Search Criteria](#)**Summary Statistics For Selected Properties: 1**

	Subject Property	Low	High	Average
Sale Price	\$5,000	\$360,000	\$360,000	\$360,000
Bldg/Living Area	3,137	3,034	3,034	3,034
Price/Sqft	\$1.59	\$118.66	\$118.66	\$118.66
Year Built	1924	1938	1938	1938
Lot Area	13,250	6,775	6,775	6,775
Bedrooms	5	4	4	4
Bathrooms/Restrooms	2	2	2	2
Stories	2.00	1.00	1.00	1.00
Total Value	\$61,244	\$271,000	\$271,000	\$271,000
Distance From Subject	0.00	0.45	0.45	0.45

\* = user supplied for search only

<input checked="" type="checkbox"/> #	Address	Sale Price	Yr Blt	Bed	Baths/Restrooms(Full)	Last Recording	Bld/Liv	Lot Area	Dist
<b>Subject Property</b>									
	9420 S HARVARD BLVD	\$5,000	1924	5	2	06/29/1965	3,137	13,250	0.0
<b>Comparables</b>									
<input checked="" type="checkbox"/> 1	10040 LA SALLE AVE	\$360,000	1938	4	2	11/03/2011	3,034	6,775	0.45

**Comparable Sales Report**

For Property Located At



CoreLogic

RealQuest Professional

**9420 S HARVARD BLVD, LOS ANGELES, CA 90047-3810****1 Comparable(s) Selected.**

Report Date: 05/19/2012

**Summary Statistics:**

	<b>Subject</b>	<b>Low</b>	<b>High</b>	<b>Average</b>
Sale Price	\$5,000	\$360,000	\$360,000	\$360,000
Bldg/Living Area	3,137	3,034	3,034	3,034
Price/Sqft	\$1.59	\$118.66	\$118.66	\$118.66
Year Built	1924	1938	1938	1938
Lot Area	13,250	6,775	6,775	6,775
Bedrooms	5	4	4	4
Bathrooms/Restrooms	2	2	2	2
Stories	2.00	1.00	1.00	1.00
Total Value	\$61,244	\$271,000	\$271,000	\$271,000
Distance From Subject	0.00	0.45	0.45	0.45

\* = user supplied for search only

Comp #:	1	Distance From Subject: 0.45 (miles)	
Address:	10040 LA SALLE AVE, LOS ANGELES, CA 90047-4242		
Owner Name:	SMITH RUTH		
Seller Name:	DM RESIDENTIAL FUND II		
APN:	6059-004-009	Map Reference:	57-E3 / 703-J5
County:	LOS ANGELES, CA	Census Tract:	2380.00
Subdivision:	7464	Zoning:	LAR1
Rec Date:	11/03/2011	Prior Rec Date:	10/21/2004
Sale Date:	07/25/2011	Prior Sale Date:	09/30/2004
Sale Price:	\$360,000	Prior Sale Price:	\$465,000
Sale Type:	FULL	Prior Sale Type:	FULL
Document #:	1488649	Acres:	0.16
1st Mtg Amt:	\$343,076	Lot Area:	6,775
Total Value:	\$271,000	# of Stories:	1.00
Land Use:	SFR	Park Area/Cap#:	1 2
		Living Area:	3,034
		Total Rooms:	6
		Bedrooms:	4
		Bath(F/H):	2 /
		Yr Built/Eff:	1938 / 1969
		Air Cond:	
		Style:	SPANISH
		Fireplace:	1
		Pool:	
		Roof Mat:	ROLL COMPOSITION
		Parking:	PARKING AVAIL

# EXHIBIT D

ASSIGNED INSPECTOR: **ED DECKERT**

Date: May 31, 2012

JOB ADDRESS: **9420 SOUTH HARVARD BLVD., LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **6055-002-003**

CASE#: 111285

ORDER NO: A-1229240

EFFECTIVE DATE OF ORDER TO COMPLY: **June 27, 2006**

COMPLIANCE EXPECTED DATE: **September 25, 2006**

DATE COMPLIANCE OBTAINED: **No Compliance to Date**

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## LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-1229240

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

EFREN R. ABRATIQUE, P.E.  
PRESIDENT

JAVIER NUNEZ  
VICE-PRESIDENT

VAN AMBATIELOS

PEDRO BIRBA

MARSHA L. BROWN

CITY OF LOS ANGELES  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

DEPARTMENT OF  
BUILDING AND SAFETY  
201 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90012

ANDREW A. ADELMAN, P.E.  
GENERAL MANAGER

RAYMOND CHAN  
EXECUTIVE OFFICER

ORDER TO COMPLY

BOYCE, VIVIAN M  
9420 S HARVARD BLVD  
LOS ANGELES, CA 90047



CASE #: 111285  
ORDER #: A-1229240  
EFFECTIVE DATE: June 27, 2006  
COMPLIANCE DATE: September 25, 2006

OWNER OF

SITE ADDRESS: 9420 S HARVARD BLVD

ASSESSORS PARCEL NO.: 6055-002-003

ZONE: R1; One-Family Zone

This order is a supplement to any and all preceding orders issued by the Department of Building and Safety relative to the case number noted above. You are hereby required to comply with the terms of this and all preceding orders.

Further investigation of the property (Site Address) listed above has revealed that there are additional violations of the Los Angeles Municipal Code (L.A.M.C.). Following is a current list of violations:

VIOLATION(S):

1. A permit is required for the patio installed in front of the garage.

You are therefore ordered to: 1) Obtain all required building permits.

Or

2) Remove the unapproved patio.

Code Section(s) in Violation: 91.106.1.1 of the L.A.M.C.

Location: In front of the detached garage.

2. The garage has been converted to habitable space (with 2 bedrooms and a full bathroom) without the required permits and approvals.

You are therefore ordered to: 1) Discontinue the use as a habitable space and restore the garage to its originally permitted use as a garage.

Code Section(s) in Violation: 12.21A.1.(a), 12.21A4(a), 12.21A4(m) and 91.8105 of the L.A.M.C.

Location: Garage.

Comments: Remove all interior partition and ceiling drywall, and all combustible flooring as well as window opening within three(3) feet from property line

PENALTY WARNING:

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$1000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) L.A.M.C.



CODE ENFORCEMENT BUREAU  
1-888-LA4-BUILD (1-888-524-2845)  
www.ladbs.org

**NON-COMPLIANCE FEE WARNING:**

You must comply with this order by the compliance date shown. A Non-Compliance Fee may be imposed for failure to comply with this order within 15 days of the compliance date, unless an appeal or request for slight modification is filed within 15 days of the compliance date. If an appeal or request for slight modification is not filed within 15 days of the compliance date, the determination of the department to impose and collect a Non-Compliance Fee shall be final. Section 98.0411 L.A.M.C.

**NOTE: FAILURE TO PAY THE NON-COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE NOTICE, MAY RESULT IN A PENALTY OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE.**

**APPEAL PROCEDURES:**

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine error and abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

If you have any questions or require any additional information please feel free to contact me at (323)789-2795.  
Office hours are 7:00 a.m. to 5:00 p.m. Monday through Friday.

Inspector: \_\_\_\_\_

*[Signature]* FOR UTRERAS

Date: June 27, 2006

JOHN UTRERAS  
8475 S VERMONT AVE  
LOS ANGELES, CA 90044  
(323) 789-2795

*[Signature]*  
REVIEWED BY



## EXHIBIT D

ASSIGNED INSPECTOR: **ED DECKERT**

Date: May 31, 2012

JOB ADDRESS: **9420 SOUTH HARVARD BLVD., LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **6055-002-003**

CASE#: 111285

ORDER NO: A-2379351

EFFECTIVE DATE OF ORDER TO COMPLY: **October 26, 2009**

COMPLIANCE EXPECTED DATE: **November 25, 2009**

DATE COMPLIANCE OBTAINED: **No Compliance to Date**

.....

### LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

#### **VIOLATIONS:**

SEE ATTACHED ORDER # A-2379351

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

MARSHA L. BROWN  
PRESIDENT

VAN AMBATIELOS  
VICE PRESIDENT

VICTOR H. CUEVAS  
HELENA JUBANY  
ELENORE A. WILLIAMS

CITY OF LOS ANGELES  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

DEPARTMENT OF  
BUILDING AND SAFETY  
201 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90012

RAYMOND S. CHAN, C.E., S.E.  
INTERIM GENERAL MANAGER

SUBSTANDARD ORDER

BOYCE, VIVIAN M  
9420 S HARVARD BLVD  
LOS ANGELES, CA 90047

CASE #: 111285  
ORDER #: A-2379351  
EFFECTIVE DATE: October 26, 2009  
COMPLIANCE DATE: November 25, 2009

OWNER OF  
SITE ADDRESS: 9420 S HARVARD BLVD  
ASSESSORS PARCEL NO.: 6055-002-003  
ZONE: R1; One-Family Zone

This order is a supplement to any and all preceding orders issued by the Department of Building and Safety relative to the case number noted above. You are hereby required to comply with the terms of this and all preceding orders.

As a result of an inspection of the property (Site Address) listed above, this office has determined the building(s) to be SUBSTANDARD as pursuant to the provisions of Division 89 of Article 1 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.). You are therefore ordered to secure all required permits and begin the necessary work to eliminate the following code violations within 30 days from the effective date of this order. All necessary work shall be completed within 90 days from the effective date of this order. If the necessary permits are not obtained or the required work is not physically commenced within 45 days from the effective date of this order, the Department of Building and Safety may order the owner to cause the building(s) to be vacated.

VIOLATION(S):

1. Unapproved construction.

You are therefore ordered to: 1) Demolish and remove the unapproved conversion of garage to habitable space without the required permits and inspections; or provide approved plans and permits and then call for inspections.

Code Section(s) in Violation: 91.8105, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

Comments: The above property had been in violation of the Los Angeles Municipal Code since June 2006.

2. A permit is required for the patio installed in front of the garage.

You are therefore ordered to: 1) Obtain all required building permits.  
Or  
2) Remove the unapproved patio.

Code Section(s) in Violation: 91.106.1.1 of the L.A.M.C.

Location: In front of the detached garage.

3. The garage has been converted to habitable space (with 2 bedrooms and a full bathroom) without the required permits and approvals.



CODE ENFORCEMENT BUREAU  
For routine City business and non-emergency services: Call 3-1-1  
[www.ladbs.org](http://www.ladbs.org)

You are therefore ordered to: 1) Discontinue the use as a habitable space and restore the garage to its originally permitted use as a garage.

Code Section(s) in Violation: 12.21A.1.(a), 12.21A4(a), 12.21A4(m) and 91.8105 of the L.A.M.C.

Location: Garage.

Comments: Remove all interior partition and ceiling drywall, and all combustable flooring as well as window opening within three(3) feet from property line

NOTE: A certificate has been filed with the County Recorder noting the above substandard condition.

**NON-COMPLIANCE FEE WARNING:**

**YOU ARE IN VIOLATION OF THE L.A.M.C. IT IS YOUR RESPONSIBILITY TO CORRECT THE VIOLATION(S) AND CONTACT THE INSPECTOR LISTED BELOW TO ARRANGE FOR A COMPLIANCE INSPECTION BEFORE THE NON-COMPLIANCE FEE IS IMPOSED. Failure to correct the violations and arrange for the compliance inspection within 15 day from the Compliance Date, will result in imposition of the fee noted below.**

A proposed noncompliance fee in the amount of \$550.00 may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

NOTE: FAILURE TO PAY THE NON-COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,925.00.

Any person who fails to pay the non-compliance fee, late charge and collection fee shall also pay interest. Interest shall be calculated at the rate of one percent per month.

**PENALTY WARNING:**

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$1000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) L.A.M.C.

**INVESTIGATION FEE REQUIRED:**

Whenever any work has been commenced without authorization by a permit or application for inspection, and which violates provisions of Articles 1 through 8 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.) , and if no order has been issued by the department or a court of law requiring said work to proceed, a special investigation fee which shall be double the amount charged for an application for inspection, license or permit fee, but not less than \$400.00 , shall be collected on each permit, license or application for inspection. Section 98.0402 (a) L.A.M.C.

**APPEAL PROCEDURES:**

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine err or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

**NOTIFICATION OF THE HOUSING DEPARTMENT:**

The Department of Building and Safety is required by law to refer to the Housing Department any building containing an untenable residential unit. Failure to correct the deficiencies noted on this order will subject this property and units to inclusion in the City of Los Angeles Rent Reduction Program and Rent Escrow Account Program. Section 152.03 and 151.06.5 L.A.M.C.

If you have any questions or require any additional information please feel free to contact me at (323)789-2789.  
Office hours are 7:00 a.m. to 5:00 p.m. Monday through Friday.

Inspector:

*M. Rodriguez*

Date: October 28, 2009

ANSEL RODRIQUES  
8475 S. VERMONT AVE.  
LOS ANGELES, CA 90044  
(323)789-2789

*[Signature]*  
REVIEWED BY