



**City of El Monte**

11333 Valley Boulevard  
El Monte, California 91731

**Foreclosure Management Division**

**(626) 444-4852**

[foreclosure@elmonteca.gov](mailto:foreclosure@elmonteca.gov)

Building Division Application No.:

Date Application Accepted

By Chief Building Official:

City Inspector:

Date Copy of Application Provided

to Beneficiary:

Neighbor Contact No. 1:

Phone No.:

Neighbor Contact No. 2:

Phone No.:

Special Conditions Added By City  
of El Monte: Yes No

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(Space Above Line For Use By City)

**CITY OF EL MONTE  
FORECLOSED RESIDENTIAL  
PROPERTY REGISTRATION  
APPLICATION**

The City of El Monte (the “City”) has enacted Chapter 8.60 of the El Monte Municipal Code (EMMC)

“... to establish a foreclosure of residential property registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned or unoccupied residential properties which are being held by a beneficiary following the completion of a foreclosure proceeding, pending sale by the beneficiary or pending lease by the beneficiary and occupancy of the unoccupied residential structure.”

If the beneficiary or holder of a mortgage security interest in residential property subject to lien foreclosure proceedings (the “Beneficiary”) or any other interested person, including the Declarant identified in Part 16 of this Application, has any question regarding the City residential property foreclosure registration program, please contact , Foreclosure Management Division for the City of El Monte at (626) 444-4852 or send an email to [foreclosure@elmonteca.gov](mailto:foreclosure@elmonteca.gov) and put into the email subject line the words “Foreclosed Property Inquiry”.

This Foreclosure Residential Property Registration Application (the “Application”) shall be deemed to be complete by the City, when the information required below has been provided to

the City, the registration fee amount set forth in Part 17 below, has been paid to the City and the Chief Building Official of the City has accepted this Application, as indicated at Part 18, below.

A complete Application and the accompanying fee should be delivered to Community Relations Office, Foreclosure Management Division at El Monte City Hall – East, 11333 Valley Boulevard, El Monte, California 91731.

The information set forth below in this Application needs to be provided to the City by the Beneficiary, or the agent of the Beneficiary, to initiate the foreclosed property registration process with the City.

1. **Street Address of the Property:**

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2. **Los Angeles County Assessor Parcel Number for the Property:**

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3. **Los Angeles County Recorder Notice of Default Date:**

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**Twenty-Four Hour Phone Contact Information:**

If the City has any question regarding the Property or this Application who should the City contact by telephone?

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Print name of Application contact individual

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Print telephone number of Application contact individual

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Email address

4. (A) **Name, Address, Phone, and Email Contact for Beneficiary/Lender in Foreclosure:**

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Beneficiary Email Address: \_\_\_\_\_

(B) **Name, Address and Phone/Email Contact for Trustor (If known):**

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Trustor Email Address: \_\_\_\_\_

(C) **Name, Address and Phone/Email Contact for Renter/Occupant (If known):**

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Renter/Occupant Email Address: \_\_\_\_\_

5. (A) **Beneficiary Telephone Contact Information:**

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(B) **Trustor Telephone Contact Information:**

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(C) **Renter/Occupant Telephone Contact Information:**

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6. **Foreclosed Property Mortgage Description:**

Beneficiary Loan Identification Number: \_\_\_\_\_

Date of Deed of Trust; and \_\_\_\_\_

Original Principal Amount of Mortgage \$ \_\_\_\_\_

7. **Date of Initial Default Inspection of the Property (SEE: EMMC Section 8.60.030(A)):**

\_\_\_\_\_

Date of the initial default inspection of the Property unknown at time of submission of the Application

8. **Date of Default Inspection Which Confirmed Property to Be Vacant or Abandoned/Date When Beneficiary Believes Property Became Vacant or Abandoned (SEE: EMMC Section 8.60.030(C)):**

\_\_\_\_\_

Date of such default inspection of the Property unknown at time of submission of Application

9. **Name, Address and Phone/Email Contact for Foreclosure Trustee:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Trustee Email Address: \_\_\_\_\_

10. **Name, Address, Phone, and Email Contact For Property Management Service For Inspections (SEE: EMMC Section 8.60.030):**

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Property Manager Email Address: \_\_\_\_\_

11. **Other Contact Person(s) (Specify Relationship to Beneficiary, Trustee, Property Manager or Real Estate Broker):**

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Phone Number: \_\_\_\_\_

Other Contact Person(s) Email Address: \_\_\_\_\_

12. **At Time of Submission of Application, Has the Property Been Posted By Beneficiary as required by EMMC Section 8.60.030?**

Yes

No

If "No", indicate estimated date by which the required Beneficiary contact notice will be placed on Property:

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13. **Photographs of Front, Rear and Side-yards of Property and indicate Date on Each Photograph**

- Photos attached by Declarant
- Photos to follow within seven (7) days of submission of the Application by Declarant

14. **Property Maintenance and Security Conditions**

The following paragraphs of this Part 14 of the Application (A)-(G), inclusive are conditions of the registration of the Property with the City under EMMC Chapter 8.60. The Beneficiary is responsible for compliance with each of the following property maintenance and security conditions as set forth below:

(A) EMMC Section 8.60.040 (Minimum Property Maintenance Standards)

“Properties which are abandoned or vacant shall be, in comparison to the neighborhood standard, maintained by the beneficiary and kept free of weeds, dry bush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including but not limited to furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

The beneficiary shall maintain such property free of graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.

In general, the maintenance of abandoned or vacant property by the beneficiary shall comply with the standards set forth in Section 8.59.040 and HUD Mortgagee Letter 2007-03, dated January 25, 2007, or such other standard as may hereafter be ordered in writing addressed to the beneficiary by the Chief Building Official.

Adherence to the maintenance and monitoring standard set forth in Section 8.60.040 does not relieve the beneficiary/trustee or property owner of any obligations set forth in any covenants, conditions and restrictions and/or homeowners’ association rules and regulations which may apply to the property.”

**[Special Note: the full text of HUD Mortgage Letter 2007-03, may be viewed by interested persons at [www.hud.gov/offices/adm/hudclips/letters/mortgagee](http://www.hud.gov/offices/adm/hudclips/letters/mortgagee)**

(B) EMMC Section 8.60.045 (Minimum Property Security Standard)

“Properties which are abandoned or vacant shall be maintained by the beneficiary in a secure manner so as not to be accessible to unauthorized persons. In general, the security of abandoned or vacant property by the beneficiary shall comply with the standards set forth in Section 8.59.030 and HUD Mortgagee Letter 2007-03, dated January 25, 2007, or such other standard as may hereafter be ordered in writing addressed to the beneficiary by the Chief Building Official.”

- (C) EMMC Section 8.60.050 (Supplemental Requirements for Property Maintenance and/or Property Security)

“In addition to the enforcement remedies established in Chapter 1.18, Chapter 1.19 and Chapter 1.24 of this Code, the Chief Building Official or his or her designee shall have the authority to require the beneficiary/trustee/owner and/or owner of record of any property subject to this Chapter to implement additional maintenance and/or security measures including but not limited to securing any/all door, window or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard or other measures as may be reasonably required to abate and correct the decline of the property.”

- (D) Basic Property Maintenance and Monitoring Guidance At Time of Submission of Application:

Active maintenance and monitoring of each vacant building or structure on each parcel of land shall include all of the follow:

- (1) Maintenance of landscaping and plant materials on the parcel of land on which the vacant building is located in good condition.
- (2) Maintenance of the exterior of the building and exterior signage and signage structures, in good condition.
- (3) Regular removal of all exterior trash and debris from the parcel of land on which the vacant building is located.
- (4) Maintenance of the vacant building in continuing compliance with all applicable codes and regulations.
- (5) Prompt removal of graffiti which has been applied to any exterior surface on the vacant building or fencing surrounding the building, including graffiti applied to any sign attached to the vacant building.
- (6) Prevention of criminal activity on the premises (vacant building and/or the parcel of land on which the vacant building is located), including but not

limited to use and sale of controlled substances, prostitution and criminal street gang activity.

(E) Does the Property have a Pool or Spa?

Yes

No

If "YES" describe pool maintenance arrangements to be undertaken by Beneficiary:

\_\_\_\_\_  
\_\_\_\_\_

(F) At the time of submission of the Application to the City, the undersigned Declarant (See Part 16, below) on behalf of the Beneficiary, hereby certifies that there is no graffiti on any structure, fence, wall or sign on the Property.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

(G) The Chief Building Official of the City may, for good cause, add additional property maintenance and security conditions to the Property upon written notice to the Beneficiary at any time after the date of submission of this Application to the City.

15. **Number of Dwelling Units on the Property:**

one dwelling unit

two dwelling units

three or more dwelling units

16. **Name and Contact Information for Person (the “Declarant”) Submitting this Application to the City:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

The undersigned hereby represents and warrants to the City of El Monte that this Application is submitted to the City on behalf of \_\_\_\_\_ who is the:

Check each of the applicable boxes below:

- Beneficiary (See Part 4)
- Trustee in foreclosure (See Part 9)
- Property Manager (See Part 10)
- Other \_\_\_\_\_ (See Part 11)

The undersigned Declarant on behalf of the Beneficiary, whose name, address and contact information appears in Part 4 of this Application, hereby authorizes, requests and gives consent to the City of El Monte to conduct such regulatory inspections of the Property as set forth in EMMC Chapter 8.59 and EMMC Chapter 8.60, from time-to-time as may be indicated.

The undersigned Declarant hereby declares under penalty of perjury that the facts set forth in this Application are true and correct to the best personal knowledge of the Declarant.

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Declarant

\_\_\_\_\_  
Phone Number of Declarant

\_\_\_\_\_  
Email Address of Declarant

17. **Fee Schedule**

|  |                  |
|--|------------------|
| Registration for Property (per legal parcel) | \$198.00         |
| Inspection and Maintenance Deposit           | <u>\$200.00*</u> |
| <b>TOTAL FEE</b>                             | <b>\$398.00</b>  |

*Additional costs for inspections or other specific City response costs relating to the Property in excess of the foreclosed residential property program requirements set forth in the City Fee Report, dated August 2008, are the responsibility of the Beneficiary to pay the City and if not paid within thirty (30) days following the date of an invoice from the City, shall be deducted from the Inspection and Maintenance Deposit: (i) at the rate of \$60.00 per hour for such additional City services, rounded to the half hour for City employee time, plus 20% of such additional hourly cost, as City indirect overhead expense recovery; and (ii) for third party service costs (e.g., pool maintenance, property security, window replacement and the like) at the City's direct cost for the third party services if any, plus 20% for such third party cost as indirect City overhead expense recovery.*

\*Any unused Maintenance and Inspection Deposit funds are refundable by the City to the Beneficiary upon submission to the City of proof of sale (escrow closing) or lease of the Property to a residential occupant.

**NOTE: ALL RESIDENTIAL PROPERTY SOLD OR TRANSFERRED IN THE CITY IS SUBJECT TO THE SEPERATE REAL PROPERTY INSPECTION PROGRAM OF THE CITY UNDER EMMC SECTION 17.016.040. CONTACT THE CITY OF EL MONTE, BUILDING DIVISION FOR MORE INFORMATION REGARDING THE INSPECTION OF THE PROPERTY PRIOR TO SALE OR TRANSFER UNDER THIS SEPARATE PROGRAM.**

18. **ACCEPTANCE OF APPLICATION BY THE CITY OF EL MONTE**

The undersigned hereby deems this Application to be complete, and accepts this Application for registration of the Property on behalf of the City of El Monte.

Date: \_\_\_\_\_

By: \_\_\_\_\_

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APPLICATION NOTES FOR CITY BELOW:

17.16.040 - Property inspection report upon sale or transfer of real property.

- A. Property Inspection Report. The title owner of real property or the duly authorized agent of the real property owner shall also apply to the Building Division for the preparation of a property inspection report in the case of any sale, exchange, transfer or conveyance of the real property in question. The property inspection report shall be prepared by the Building Official.
- B. Exceptions. The requirements of this section shall not apply to the sale, exchange, transfer or conveyance of any of the following:
  - 1. Multifamily residential buildings containing five (5) or more residential dwelling units;
  - 2. Real property that is both vacant and unimproved; or
  - 3. Real property that will soon be made vacant and unimproved and thereafter remain vacant and unimproved for an indefinite period of time, provided the owner or owner's agent posts a demolition compliance bond and provided all demolition and debris removal is completed within one hundred eighty (180) calendar days of the date sale, exchange, transfer or conveyance, whichever the case may be.
- C. Mixed-Use Developments—Rented Units. If all residential dwelling units within the residential portion of a mixed-use development are owned by a single owner with each such unit being rented, leased, licensed or otherwise made available for residential purposes by the single owner (e.g., as would be the case with a multi-unit apartment complex), the requirements of this section shall not apply if the residential portion of the mixed-use development consists of five (5) or more residential dwelling units.
- D. Mixed-Use Developments—Owned Units. If two (2) or more residential dwelling units within the residential portion of a mixed-use development are owned by different owners under an arrangement of separate ownership (e.g., as would be the case with a multi-unit condominium complex), the requirements of this section shall apply to the sale, exchange, transfer or conveyance of any residential unit within the residential portion of the mixed-use development.
- E. Demolition Compliance Bond. In the event of any sale, exchange, transfer or conveyance of real property that will soon be made vacant and unimproved with the aim of leaving said real property in a vacant and unimproved state for an indefinite period of time, the owner or owner's agent shall be required to post a

demolition compliance bond to guarantee the full and timely demolition of all buildings, structures and other improvements upon the real property. The amount of the demolition compliance bond shall be determined by the Building Officials utilizing such criteria and methodology as may be adopted, and from time to time revised and/or modified, by City Council resolution. Following the completion of such sale, exchange, transfer or conveyance as evidenced by close of escrow or the change in title, whichever is earlier in time, no person may continue to occupy or use the subject real property unless the Building Official issues a temporary certificate of occupancy which shall remain valid until the stated commencement of date of demolition activities. The Building Official may issue such a temporary certificate of occupancy using the issuance criteria set forth under subsection E of Section 17.16.010. Temporary certificates of occupancy issued pursuant to this subsection shall state the anticipated date upon which demolition will commence and shall expire upon the earlier of the following: (a) the date upon which demolition actually commences; or (b) the anticipated commencement date stated on the temporary certificate of occupancy. No temporary certificate of occupancy issued pursuant to this subsection shall set forth an anticipated demolition commencement date that is more than one hundred eighty (180) days from the date the temporary certificate of occupancy is issued.

F. Content of Property Inspection Report. The property inspection report shall contain the following information:

1. The street address and legal description of the subject real property;
2. The zone classification;
3. The legally authorized use of the subject real property;
4. As determined by the Planning Services Manager and/or the Building Official, the identification of all land use restrictions including, but not limited to, those imposed by way of variances, modifications, conditional use permits, subdivision maps, parcel maps and the like;
5. All corrections needed to bring the subject real property into compliance with provisions of this code relating to building and construction standards; zoning requirements and restrictions; and housing restrictions; and

All other corrections needed to correct any other condition constituting a violation of this code, including, but not limited to, provisions relating to public health and safety.

G. Completion Period. Each property inspection report shall be completed within ten (10) city business days from the date the real property in question is inspected and shall remain valid for a period of six (6) months from the date of its issuance

by the Building Official. If a property inspection report is not completed within the foregoing ten (10) day period, the requirements of this section shall be deemed waived. The foregoing notwithstanding, the waiver of the requirements of this section shall not constitute a waiver of any other requirements set forth under this chapter nor shall such waiver preclude the city from pursuing any and all remedies available to it at law or in equity in order to enforce the requirements and standards set forth under this code.

- H. Non-liability of City for Failure to Identify all Deficiencies. In issuing a property inspection report, neither the Building Official nor the Building Division warrant or represent that all outstanding code violations or deficiencies are stated therein. Violations and deficiencies identified in each property inspection report represent the Building Official's and Building Division's best attempt to identify all outstanding violations and deficiencies, but do not necessarily represent an exhaustive listing of such violations or deficiencies. The failure of the Building Official and/or the Building Division to identify a violation or deficiency in the property inspection report shall not prevent the city from taking all legal action available to it to cause such violation to be corrected, including, but not limited to, the issuance of criminal citations.
- I. Non-liability of City for Failure to Identify Utility Charges. The failure of a property inspection report to identify delinquent utility charges for the subject real property shall not prevent the city from taking all legal action available to it to obtain payment of such charges.
- J. Delivery of Report to Prospective Buyer. Each applicant shall deliver the property inspection report to the person attempting to acquire the subject real property (e.g., to the prospective buyer) and within fourteen (14) calendar days thereafter shall deliver to the Building Division a delivery confirmation receipt evidencing the successful delivery of the property inspection report. The delivery confirmation receipt form shall be provided to each applicant.
- K. Time Period for Making Corrections to Property. If the subject real property is in need of corrections as specified in the property inspection report, the applicant shall initiate such corrections within thirty (30) calendar days of the date the property inspection report is issued and shall complete such corrections before a certificate of occupancy may be issued but in no event later than one hundred eighty (180) calendar days from the date the property inspection report is issued.
- L. Parties Responsible for Corrections. The owner of real property that is the subject of a property inspection report shall be responsible for the completion of all needed corrections identified in the property inspection report. The person attempting to acquire the real property may assume legal responsibility for the completion of all corrections by execution and submission of an "Acknowledgement & Assumption Affidavit" coincident with the completion of the

real property sale or exchange. The execution of an "Acknowledgement & Assumption Affidavit" notwithstanding, no new certificate of occupancy may be issued until all needed corrections are completed.

M. Compliance Bond. The execution of an "Acknowledgement & Assumption Affidavit" shall in turn require the posting by the buyer of a compliance bond with the city to guarantee the full and timely completion of all required corrections. The compliance bond shall be submitted at the same time as the submission of the "Acknowledgement & Assumption Affidavit" and no "Acknowledgement & Assumption Affidavit" shall be considered complete absent the posting of an adequate compliance bond. The amount of the compliance bond shall be determined by the Building Official using such criteria and methodology as may be adopted, and from time to time revised and/or modified, by City Council resolution. Following the Building Official's receipt of the posted compliance bond and pending the completion of all required corrections, the Building Official, in his or her discretion, may issue a temporary certificate of occupancy subject to the requirements of subsection E of Section 17.16.010 of this chapter in an effort to reasonably minimize any undue delay in the closing of escrow on the sale, exchange, transfer or conveyance of the subject real property.

N. Failure to Make Corrections. If any corrections prescribed in the property inspection report are not corrected within the time frame specified herein or within a temporary certificate of occupancy, such failure shall constitute a violation of this chapter and may be referred to the City Prosecutor for appropriate action.

(Ord. 2722 § 2 , 2008; Ord. 2683 § 1 (part), 2007)