

AMENDED IN ASSEMBLY APRIL 30, 2008

AMENDED IN ASSEMBLY MARCH 24, 2008

CALIFORNIA LEGISLATURE—2007—08 REGULAR SESSION

**ASSEMBLY BILL**

**No. 2187**

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**Introduced by Assembly Member Caballero**

February 20, 2008

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An act to amend Sections 2924 and 2924c of, and to add ~~Section 2924.8 to,~~ *and repeal Section 2929.3 of,* the Civil Code, relating to mortgages.

LEGISLATIVE COUNSEL'S DIGEST

AB 2187, as amended, Caballero. Mortgages: foreclosure.

Existing law regulates the process of foreclosing on real property subject to a mortgage or deed of trust. Existing law requires a lender or other specified person, in order to foreclose on real property subject to a mortgage or deed of trust, to file a notice of default in the office of the recorder for the county in which the property is located. Existing law regulates contracts between borrowers and mortgage foreclosure consultants.

This bill would require a lender or other person foreclosing on real property subject to a mortgage or deed of trust to mail to the borrower, at the time that the notice of default is mailed, a ~~homeowner's bill~~ *foreclosure statement* of rights specifying the ~~process~~ *processes* of foreclosure ~~employed by the lender or other person~~ and setting forth the rights of the borrower regarding contracts with mortgage foreclosure consultants.

~~The bill would require a lender or other person who takes possession of real property by foreclosure proceedings to notify the city or county~~

in which the property is located, by mail, of its plan for managing the property in the period prior to the sale of the property. It would require the lender or other person, if the city or county provides goods or services to maintain the property in order to prevent or remedy blight, hazardous conditions, or unsightliness, to reimburse the city or county for the reasonable cost of those goods or services.

*Existing law requires a person engaged in a trade or business who negotiates primarily in Spanish, Chinese, Tagalog, Vietnamese, or Korean in the course of entering into specified agreements, to deliver a translation of the agreement in the language in which it was negotiated. Existing law requires that, for certain agreements secured by a mortgage or deed of trust, a notice of default be in Spanish if the trustor requested a Spanish translation of the agreement.*

*This bill would require that, for certain agreements secured by a mortgage or deed of trust, a notice of default be in the appropriate language as required by the above provisions of law governing the translation of agreements.*

*Until January 1, 2013, this bill would require a legal owner to maintain vacant residential property purchased at a foreclosure sale, or acquired by that owner through foreclosure under a mortgage or deed of trust. The bill would authorize a governmental entity to impose civil fines and penalties for failure to maintain that property of up to \$1,000 per day for a violation. The bill would require a governmental entity that seeks to impose those fines and penalties to give notice of the claimed violation and an opportunity to correct the violation at least 14 days prior to imposing the fines and penalties, and to allow a hearing for contesting those fines and penalties.*

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.  
 State-mandated local program: no.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. Section 2924 of the Civil Code is amended to
- 2 read:
- 3 2924. (a) Every transfer of an interest in property, other than
- 4 in trust, made only as a security for the performance of another
- 5 act, is to be deemed a mortgage, except when in the case of
- 6 personal property it is accompanied by actual change of possession,
- 7 in which case it is to be deemed a pledge. If, by a mortgage created
- 8 after July 27, 1917, of any estate in real property, other than an

1 estate at will or for less than two years, or in any transfer in trust  
2 made after July 27, 1917, of a like estate to secure the performance  
3 of an obligation, a power of sale is conferred upon the mortgagee,  
4 trustee, or any other person, to be exercised after a breach of the  
5 obligation for which that mortgage or transfer is a security, the  
6 power shall not be exercised, unless the mortgage or transfer is  
7 made pursuant to an order, judgment, or decree of a court of record,  
8 or to secure the payment of bonds or other evidences of  
9 indebtedness authorized or permitted to be issued by the  
10 Commissioner of Corporations, or is made by a public utility  
11 subject to the provisions of the Public Utilities Act, until all of the  
12 following apply:

13 (1) The trustee, mortgagee, or beneficiary, or any of their  
14 authorized agents, shall first file for record, in the office of the  
15 recorder of each county in which the mortgaged or trust property,  
16 or some part or parcel of that property, is situated, a notice of  
17 default. That notice of default shall include all of the following:

18 (A) A statement identifying the mortgage or deed of trust by  
19 stating the name or names of the trustor or trustors and giving the  
20 book and page, or instrument number, if applicable, where the  
21 mortgage or deed of trust is recorded or a description of the  
22 mortgaged or trust property.

23 (B) A statement that a breach of the obligation for which the  
24 mortgage or transfer in trust is security has occurred.

25 (C) A statement setting forth the nature of each breach actually  
26 known to the beneficiary and of his or her election to sell or cause  
27 to be sold the property to satisfy that obligation and any other  
28 obligation secured by the deed of trust or mortgage that is in  
29 default.

30 (D) If the default is curable pursuant to Section 2924c, the  
31 statements specified in paragraphs (1) and (2) of subdivision (b)  
32 of Section 2924c.

33 (2) Not less than three months shall elapse from the filing of  
34 the notice of default.

35 (3) After the lapse of the three months described in paragraph  
36 (2), the mortgagee, trustee, or other person authorized to take the  
37 sale shall give notice of sale, stating the time and place thereof, in  
38 the manner and for a time not less than that set forth in Section  
39 2924f.

1 (b) In performing acts required by this article, the trustee shall  
 2 incur no liability for any good faith error resulting from reliance  
 3 on information provided in good faith by the beneficiary regarding  
 4 the nature and the amount of the default under the secured  
 5 obligation, deed of trust, or mortgage. In performing the acts  
 6 required by this article, a trustee shall not be subject to Title 1.6c  
 7 (commencing with Section 1788) of Part 4.

8 (c) A recital in the deed executed pursuant to the power of sale  
 9 of compliance with all requirements of law regarding the mailing  
 10 of copies of notices, the publication of a copy of the notice of  
 11 default, the personal delivery of the copy of the notice of default,  
 12 the posting of copies of the notice of sale, or the publication of a  
 13 copy thereof shall constitute prima facie evidence of compliance  
 14 with these requirements and conclusive evidence thereof in favor  
 15 of bona fide purchasers and encumbrancers for value and without  
 16 notice.

17 (d) All of the following shall constitute privileged  
 18 communications pursuant to Section 47:

19 (1) The mailing, publication, and delivery of notices as required  
 20 by this section.

21 (2) Performance of the procedures set forth in this article.

22 (3) Performance of the functions and procedures set forth in  
 23 this article if those functions and procedures are necessary to carry  
 24 out the duties described in Sections 729.040, 729.050, and 729.080  
 25 of the Code of Civil Procedure.

26 (e) There is a rebuttable presumption that the beneficiary  
 27 actually knew of all unpaid loan payments on the obligation owed  
 28 to the beneficiary and secured by the deed of trust or mortgage  
 29 subject to the notice of default. However, the failure to include an  
 30 actually known default shall not invalidate the notice of sale, and  
 31 the beneficiary shall not be precluded from asserting a claim to  
 32 this omitted default or defaults in a separate notice of default.

33 SEC. 2. Section 2924c of the Civil Code is amended to read:

34 2924c. (a) (1) Whenever all or a portion of the principal sum  
 35 of any obligation secured by deed of trust or mortgage on real  
 36 property or an estate for years has, prior to the maturity date fixed  
 37 in that obligation, become due or been declared due by reason of  
 38 default in payment of interest or of any installment of principal,  
 39 or by reason of a failure of the trustor or mortgagor to pay, in  
 40 accordance with the terms of that obligation or of the deed of trust

1 or mortgage, taxes, assessments, premiums for insurance, or  
2 advances made by the beneficiary or mortgagee in accordance  
3 with the terms of that obligation or of the deed of trust or mortgage,  
4 the trustor or mortgagor, his or her successor in interest in the  
5 mortgaged or trust property or any part thereof, any beneficiary  
6 under a subordinate deed of trust, or any other person having a  
7 subordinate lien or encumbrance of record on the real property, at  
8 any time within the period specified in subdivision (e), if the power  
9 of sale is to be exercised, or, otherwise at any time prior to entry  
10 of the decree of foreclosure, may pay to the beneficiary or the  
11 mortgagee, or their successors in interest, respectively, the entire  
12 amount due, at the time payment is tendered, with respect to (A)  
13 all amounts of principal, interest, taxes, assessments, insurance  
14 premiums, or advances actually known by the beneficiary to be,  
15 and that are, in default and shown in the notice of default, under  
16 the terms of the deed of trust or mortgage and the obligation  
17 secured thereby, (B) all amounts in default on recurring obligations  
18 not shown in the notice of default, and (C) all reasonable costs and  
19 expenses, subject to subdivision (c), that are actually incurred in  
20 enforcing the terms of the obligation, deed of trust, or mortgage,  
21 and trustee's or attorney's fees, subject to subdivision (d), other  
22 than the portion of principal as would not then be due had no  
23 default occurred, and thereby cure the default. If the default is  
24 cured, all proceedings instituted prior to that event shall be  
25 dismissed or discontinued, and the obligation and deed of trust or  
26 mortgage shall be reinstated and shall be and remain in force and  
27 effect, the same as if the acceleration had not occurred. This section  
28 does not apply to bonds or other evidences of indebtedness  
29 authorized or permitted to be issued by the Commissioner of  
30 Corporations or made by a public utility subject to the Public  
31 Utilities Code. For the purposes of this subdivision, the term  
32 "recurring obligation" means all amounts of principal and interest  
33 on the loan, or rents, subject to the deed of trust or mortgage in  
34 default due after the notice of default is recorded; all amounts of  
35 principal and interest or rents advanced on senior liens or  
36 leaseholds that are advanced after the recordation of the notice of  
37 default; and payments of taxes, assessments, and hazard insurance  
38 advanced after recordation of the notice of default. If the  
39 beneficiary or mortgagee has made no advances on defaults that  
40 would constitute recurring obligations, the beneficiary or mortgagee

1 may require the trustor or mortgagor to provide reliable written  
2 evidence that the amounts have been paid prior to reinstatement.

3 (2) If the trustor, mortgagor, or other person authorized to cure  
4 the default pursuant to this subdivision does cure the default, the  
5 beneficiary or mortgagee, or the agent for the beneficiary or  
6 mortgagee shall, within 21 days following the reinstatement,  
7 execute and deliver to the trustee a notice of rescission which  
8 rescinds the declaration of default and demand for sale and advises  
9 the trustee of the date of reinstatement. The trustee shall cause the  
10 notice of rescission to be recorded within 30 days of receipt of the  
11 notice of rescission and of all allowable fees and costs.

12 No charge, except for the recording fee, shall be made against  
13 the trustor or mortgagor for the execution and recordation of the  
14 notice that rescinds the declaration of default and demand for sale.

15 (b) (1) The notice of any default described in this section,  
16 recorded pursuant to Section 2924 and mailed to any person  
17 pursuant to Section 2924b, shall begin with the following  
18 statement, printed or typed on the notice:

19  
20 “IMPORTANT NOTICE [14-point boldface type if printed or  
21 in capital letters if typed]

22  
23 IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE  
24 YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD  
25 WITHOUT ANY COURT ACTION, [14-point boldface type if  
26 printed or in capital letters if typed] and you may have the legal  
27 right to bring your account in good standing by paying all of your  
28 past due payments plus permitted costs and expenses within the  
29 time permitted by law for reinstatement of your account, which is  
30 normally five business days prior to the date set for the sale of  
31 your property. No sale date may be set until three months from  
32 the date this notice of default may be recorded (which date of  
33 recordation appears on this notice).

34  
35 This amount is \_\_\_\_\_ as of \_\_\_\_\_  
36 (Date)

37  
38 and will increase until your account becomes current.

39 While your property is in foreclosure, you still must pay other  
40 obligations (such as insurance and taxes) required by your note

1 and deed of trust or mortgage. If you fail to make future payments  
 2 on the loan, pay taxes on the property, provide insurance on the  
 3 property, or pay other obligations as required in the note and deed  
 4 of trust or mortgage, the beneficiary or mortgagee may insist that  
 5 you do so in order to reinstate your account in good standing. In  
 6 addition, the beneficiary or mortgagee may require as a condition  
 7 to reinstatement that you provide reliable written evidence that  
 8 you paid all senior liens, property taxes, and hazard insurance  
 9 premiums.

10 Upon your written request, the beneficiary or mortgagee will  
 11 give you a written itemization of the entire amount you must pay.  
 12 You may not have to pay the entire unpaid portion of your account,  
 13 even though full payment was demanded, but you must pay all  
 14 amounts in default at the time payment is made. However, you  
 15 and your beneficiary or mortgagee may mutually agree in writing  
 16 prior to the time the notice of sale is posted (which may not be  
 17 earlier than the end of the three-month period stated above) to,  
 18 among other things, (1) provide additional time in which to cure  
 19 the default by transfer of the property or otherwise; or (2) establish  
 20 a schedule of payments in order to cure your default; or both (1)  
 21 and (2).

22 Following the expiration of the time period referred to in the  
 23 first paragraph of this notice, unless the obligation being foreclosed  
 24 upon or a separate written agreement between you and your creditor  
 25 permits a longer period, you have only the legal right to stop the  
 26 sale of your property by paying the entire amount demanded by  
 27 your creditor.

28 To find out the amount you must pay, or to arrange for payment  
 29 to stop the foreclosure, or if your property is in foreclosure for any  
 30 other reason, contact:

31  
 32 \_\_\_\_\_  
 33 (Name of beneficiary or mortgagee)  
 34 \_\_\_\_\_  
 35 (Mailing address)  
 36 \_\_\_\_\_  
 37 (Telephone)  
 38

39 If you have any questions, you should contact a lawyer or the  
 40 governmental agency which may have insured your loan.

1 Notwithstanding the fact that your property is in foreclosure,  
2 you may offer your property for sale, provided the sale is concluded  
3 prior to the conclusion of the foreclosure.

4 Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO**  
5 **NOT TAKE PROMPT ACTION.** [14-point boldface type if printed  
6 or in capital letters if typed]”

7 Unless otherwise specified, the notice, if printed, shall appear  
8 in at least 12-point boldface type.

9 If the obligation secured by the deed of trust or mortgage is a  
10 contract or agreement described in paragraph (1) ~~or (4)~~ of  
11 ~~subdivision (a), (4), or (5) of subdivision (b)~~ of Section 1632, the  
12 notice required by this paragraph shall be in ~~Spanish if the trustor~~  
13 ~~requested a Spanish language translation of the contract or~~  
14 ~~agreement pursuant to the appropriate language required by~~  
15 Section 1632. If the obligation secured by the deed of trust or  
16 mortgage is contained in a home improvement contract, as defined  
17 in Sections 7151.2 and 7159 of the Business and Professions Code,  
18 which is subject to Title 2 (commencing with Section 1801), the  
19 seller shall specify on the contract whether or not the contract was  
20 principally negotiated in ~~Spanish~~ *a language other than English*,  
21 and if the contract was principally negotiated in ~~Spanish~~ *a language*  
22 *other than English*, the notice required by this paragraph shall be  
23 in ~~Spanish~~ *that language*. No assignee of the contract or person  
24 authorized to record the notice of default shall incur any obligation  
25 or liability for failing to mail a notice in ~~Spanish unless Spanish~~  
26 *a language other than English unless that language* is specified  
27 in the contract or the assignee or person has actual knowledge that  
28 the secured obligation was principally negotiated in ~~Spanish~~ *a*  
29 *language other than English*. Unless specified in writing to the  
30 contrary, a copy of the notice required by subdivision (c) of Section  
31 2924b shall be in English.

32 (2) The trustee, mortgagee, or beneficiary, or any of their  
33 authorized agents, shall mail to the mortgagor or trustor, at the  
34 time ~~that and in the same manner as~~ the notice of default is mailed  
35 pursuant to paragraph (1), ~~a homeowner’s bill of rights. The bill~~  
36 ~~of rights shall specify the process of foreclosure employed by the~~  
37 ~~trustee, mortgagee, or beneficiary a foreclosure statement of rights.~~  
38 *The statement of rights shall specify, in detail and in plain language*  
39 *at a reading level no higher than grade 6, the processes of*  
40 *foreclosure provided in this article, including the legal rights of*

1 *the mortgagor or trustor with respect to the foreclosure*, and shall  
2 set forth the rights of the mortgagor or trustor regarding contracts  
3 with mortgage foreclosure consultants, as specified in Article 1.5  
4 (commencing with Section 2945). If the notice of default is  
5 required to be in ~~Spanish~~ *a language other than English* pursuant  
6 to paragraph (1), ~~the homeowner's bill of rights shall also be in~~  
7 ~~Spanish~~. *(1), the foreclosure statement of rights shall also be in*  
8 *that language.*

9 (3) Any failure to comply with the provisions of this subdivision  
10 shall not affect the validity of a sale in favor of a bona fide  
11 purchaser or the rights of an encumbrancer for value and without  
12 notice.

13 (c) Costs and expenses that may be charged pursuant to Sections  
14 2924 to 2924i, inclusive, shall be limited to the costs incurred for  
15 recording, mailing, including certified and express mail charges,  
16 publishing, and posting notices required by Sections 2924 to 2924i,  
17 inclusive, postponement pursuant to Section 2924g not to exceed  
18 fifty dollars (\$50) per postponement and a fee for a trustee's sale  
19 guarantee or, in the event of judicial foreclosure, a litigation  
20 guarantee. For purposes of this subdivision, a trustee or beneficiary  
21 may purchase a trustee's sale guarantee at a rate meeting the  
22 standards contained in Sections 12401.1 and 12401.3 of the  
23 Insurance Code.

24 (d) Trustee's or attorney's fees that may be charged pursuant  
25 to subdivision (a), or until the notice of sale is deposited in the  
26 mail to the trustor as provided in Section 2924b, if the sale is by  
27 power of sale contained in the deed of trust or mortgage, or  
28 otherwise at any time prior to the decree of foreclosure, are hereby  
29 authorized to be in a base amount that does not exceed three  
30 hundred dollars (\$300) if the unpaid principal sum secured is one  
31 hundred fifty thousand dollars (\$150,000) or less, or two hundred  
32 fifty dollars (\$250) if the unpaid principal sum secured exceeds  
33 one hundred fifty thousand dollars (\$150,000), plus one-half of 1  
34 percent of the unpaid principal sum secured exceeding fifty  
35 thousand dollars (\$50,000) up to and including one hundred fifty  
36 thousand dollars (\$150,000), plus one-quarter of 1 percent of any  
37 portion of the unpaid principal sum secured exceeding one hundred  
38 fifty thousand dollars (\$150,000) up to and including five hundred  
39 thousand dollars (\$500,000), plus one-eighth of 1 percent of any  
40 portion of the unpaid principal sum secured exceeding five hundred

1 thousand dollars (\$500,000). Any charge for trustee's or attorney's  
2 fees authorized by this subdivision shall be conclusively presumed  
3 to be lawful and valid where the charge does not exceed the  
4 amounts authorized by this subdivision. For purposes of this  
5 subdivision, the unpaid principal sum secured shall be determined  
6 as of the date the notice of default is recorded.

7 (e) Reinstatement of a monetary default under the terms of an  
8 obligation secured by a deed of trust or mortgage may be made at  
9 any time within the period commencing with the date of recordation  
10 of the notice of default until five business days prior to the date of  
11 sale set forth in the initial recorded notice of sale.

12 In the event the sale does not take place on the date set forth in  
13 the initial recorded notice of sale, or a subsequent recorded notice  
14 of sale is required to be given, the right of reinstatement shall be  
15 revived as of the date of recordation of the subsequent notice of  
16 sale and shall continue from that date until five business days prior  
17 to the date of sale set forth in the subsequently recorded notice of  
18 sale.

19 In the event the date of sale is postponed on the date of sale set  
20 forth in either an initial or any subsequent notice of sale, or is  
21 postponed on the date declared for sale at an immediately preceding  
22 postponement of sale, and the postponement is for a period that  
23 exceeds five business days from the date set forth in the notice of  
24 sale, or declared at the time of postponement, then the right of  
25 reinstatement is revived as of the date of postponement and shall  
26 continue from that date until five business days prior to the date  
27 of sale declared at the time of the postponement.

28 Nothing in this subdivision shall give rise to a right of  
29 reinstatement during the period of five business days prior to the  
30 date of sale, whether the date of sale is noticed in a notice of sale  
31 or declared at a postponement of sale.

32 Pursuant to the terms of this subdivision, no beneficiary, trustee,  
33 mortgagee, or their agents or successors shall be liable in any  
34 manner to a trustor, mortgagor, their agents or successors, any  
35 beneficiary under a subordinate deed of trust or mortgage, or any  
36 other person having a subordinate lien or encumbrance of record  
37 on the property for the failure to allow a reinstatement of the  
38 obligation secured by a deed of trust or mortgage during the period  
39 of five business days prior to the sale of the security property, and  
40 no such right of reinstatement during this period is created by this

1 section. Any right of reinstatement created by this section is  
2 terminated five business days prior to the date of sale set forth in  
3 the initial date of sale, and is revived only as prescribed, and only  
4 as of the date set forth, in this subdivision.

5 As used in this subdivision, the term “business day” has the same  
6 meaning as specified in Section 9.

7 ~~SEC. 3.— Section 2924.8 is added to the Civil Code, to read:~~

8 ~~2924.8.— (a) A trustee, mortgagee, or beneficiary that takes~~  
9 ~~possession of real property by foreclosure proceedings shall, within~~  
10 ~~10 business days of completing foreclosure proceedings, notify~~  
11 ~~the city, county, or city and county in which the property is located,~~  
12 ~~by mail, of its plan for managing the property in the period prior~~  
13 ~~to the sale of the property.~~

14 ~~(b) If the city, county, or city and county in which the property~~  
15 ~~is located provides goods or services to maintain the property in~~  
16 ~~order to prevent or remedy blight, hazardous conditions, or~~  
17 ~~unsightliness, the trustee, mortgagee, or beneficiary shall reimburse~~  
18 ~~the city, county, or city and county for the reasonable cost of those~~  
19 ~~goods or services.~~

20 ~~SEC. 3. Section 2929.3 is added to the Civil Code, to read:~~

21 ~~2929.3. (a) (1) A legal owner shall maintain vacant residential~~  
22 ~~property purchased by that owner at a foreclosure sale, or acquired~~  
23 ~~by that owner through foreclosure under a mortgage or deed of~~  
24 ~~trust. A governmental entity may impose a civil fine of up to one~~  
25 ~~thousand dollars (\$1,000) per day for a violation. If the~~  
26 ~~governmental entity chooses to impose a fine pursuant to this~~  
27 ~~section, it shall give notice of the alleged violation, including a~~  
28 ~~description of the conditions giving rise to the allegation, and~~  
29 ~~notice of the entity’s intent to assess a civil fine if action to correct~~  
30 ~~the violation is not commenced within a period of not less than 14~~  
31 ~~days and completed within a period of not less than 30 days. The~~  
32 ~~notice shall be mailed to the address provided in the deed or other~~  
33 ~~instrument, as specified in subdivision (a) of Section 27321.5 of~~  
34 ~~the Government Code, or, if none, to the return address provided~~  
35 ~~on the deed or other instrument.~~

36 ~~(2) The governmental entity shall provide a period of not less~~  
37 ~~than 30 days for the legal owner to remedy the violation prior to~~  
38 ~~imposing a civil fine and shall allow for a hearing and opportunity~~  
39 ~~to contest any fine imposed. In determining the amount of the fine,~~  
40 ~~the governmental entity shall take into consideration any timely~~

1 *and good faith efforts by the legal owner to remedy the violation.*  
 2 *The maximum civil fine authorized by this section is one thousand*  
 3 *dollars (\$1,000) for each day that the owner fails to maintain the*  
 4 *property, commencing on the day following the expiration of the*  
 5 *period to remedy the violation established by the governmental*  
 6 *entity.*

7 *(3) Subject to the provisions of this section, a governmental*  
 8 *entity may establish different compliance periods for different*  
 9 *conditions on the same property in the notice of alleged violation*  
 10 *mailed to the legal owner.*

11 *(b) For purposes of this section, “failure to maintain” means*  
 12 *failure to care for the exterior of the property, including, but not*  
 13 *limited to, permitting excessive foliage growth that diminishes the*  
 14 *value of surrounding properties, failing to take action to prevent*  
 15 *trespassers or squatters from remaining on the property, failing*  
 16 *to take action to prevent mosquito larvae from growing in standing*  
 17 *water, or any other condition that creates a public nuisance.*

18 *(c) Notwithstanding subdivisions (a) and (b), a governmental*  
 19 *entity may provide less than 30 days to remedy a condition before*  
 20 *imposing a fine if the entity determines that a specific condition*  
 21 *of the property threatens public health or safety, and the entity*  
 22 *gives notice of that determination and time for compliance.*

23 *(d) Fines and penalties collected pursuant to this section shall*  
 24 *be directed to local nuisance abatement programs.*

25 *(e) A governmental entity may not impose fines on a legal owner*  
 26 *under both this section and a local ordinance.*

27 *(f) These provisions shall not preempt any local ordinance.*

28 *(g) This section shall only apply to residential real property.*

29 *(h) The rights and remedies provided in this section are*  
 30 *cumulative and in addition to any other rights and remedies*  
 31 *provided by law.*

32 *(i) This section shall remain in effect only until January 1, 2013,*  
 33 *and as of that date is repealed, unless a later enacted statute, that*  
 34 *is enacted before January 1, 2013, deletes or extends that date.*

O