

REQUEST FOR RESOLUTION

TO: Wood Ranch Sycamore Canyon Village Association
c/o Alicia Camarillo, agent for service of process
One Boardwalk Avenue #102
Thousand Oaks, California 91360

This Request for Resolution ("Request") relates to a dispute involving enforcement of the Davis-Stirling Common Interest Development Act and Governing Documents of the common interest development commonly referred to as Wood Ranch Sycamore Canyon Village Association, a California non-profit mutual benefit corporation ("Association") and located in the master planned community known as Wood Ranch in Simi Valley, California. The following is a brief description of the dispute and is not meant to be comprehensive:

Theodore M. Sullivan and Paula C. Sullivan, Husband and Wife as Community Property (collectively "Sullivans") are the record owners of real property located at [REDACTED], Simi Valley, California 93065 (Lot [REDACTED], Tract No. 4053), which property is located within the Association ("Property"). The Sullivans are the first owners of the Property which they purchased in October 1999. Prior to and after the Sullivans' purchase of the Property, the Association, via the Developer and/or Board of Directors, planted approximately 47 trees on the Property owned by the Association ("Association Trees"). After the Sullivans purchased the Property, the Association continued to maintain the Association Trees. In or about 1999, the Association entered into an agreement with the Sullivans (the "1999 Agreement") whereby, in exchange for the Sullivans agreeing to permit the Association to plant additional Association Trees on the Property, the Association agreed to continue to maintain all of the Association Trees on the Property in perpetuity (in "first class" condition per the CC&Rs) at its sole cost and expense. The Association also agreed to have the Association's maintenance company move the above ground irrigation pipes/system off of the Sullivans' maintenance road and place the pipes/system as close as possible to the Wood Ranch split rail fence so that the irrigation pipes/system did not obstruct the Sullivans' maintenance road. The Association also agreed to maintain the approximate 10-foot wide strip of land on the Property all along the Wood Ranch split rail fence in perpetuity at its sole cost and expense ("Strip"). Pursuant to the 1999 Agreement, the Association planted the additional Association Trees on the Property, moved its irrigation pipes/system to the new location, continued maintenance of the original and new Association Trees and commenced maintenance of the Strip.

For approximately 21 years, the Association watered and maintained the Association Trees on the Property (often improperly) at its sole cost and expense. For approximately 11 years, the Association maintained the Strip at its sole cost and expense. In January 2010 the Association unilaterally, and without any prior notice to the Sullivans, removed its irrigation pipes/system from the Property apparently in an attempt to deny its long history of watering/maintaining the Association Trees on the Property and to avoid any continued

responsibility. The Association improperly removed one or more of the pipes, which caused flooding on the Property.

The Association has ignored the Sullivans' requests that it comply with the terms of the 1999 Agreement with them and the Governing Documents to properly maintain and water the Association Trees. The Association has also ignored the hazardous conditions on and off the Property that it caused because of its failures to properly maintain the Association Trees. The Association has caused many, if not most, of the Association Trees to become non-viable and the rest to need drastic rehabilitation. The Association has breached its 1999 Agreement with, and fiduciary duties to, the Sullivans, and has violated the Governing Documents of the Association.

As a result of the above dispute, the Association is hereby requested to agree to submit the dispute to a form of alternative dispute resolution, specifically mediation. You must respond to this Request within 30 days of your receipt of this Request, by contacting the undersigned in writing at Silver & Arsht, 1860 Bridgegate Street, Suite 100, Westlake Village, California 91361. If you do not respond within the foregoing 30-day period, you will be deemed to have rejected this Request.

This notice is provided pursuant to Civil Code sections 1369.510 through 1369.590. The Sullivans reserve all rights to file an enforcement action that is not solely for declaratory, injunctive or writ relief, and for monetary damages exceeding \$7,500.

Dated: February 22, 2011

SILVER & ARSHT



By:

Samuel J. Arsht, Esq.
Marsha C. Brilliant, Esq.
Attorneys for Theodore M. Sullivan and
Paula C. Sullivan

cc: Adrian J. Adams, Esq./Aide Ontiveros, Esq.
Adams Kessler PLC (by facsimile)

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I am employed in the County of Ventura, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 1860 Bridgegate Street, Westlake Village, California 91361-1409.

On February 28, 2011, I served the foregoing document described as **REQUEST FOR RESOLUTION** on the interested parties by facsimile transmission to the following:

Wood Ranch Sycamore Canyon Village Association
c/o Alicia Camarillo, Agent for Service of Process
One Boardwalk Avenue #102
Thousand Oaks, CA 91360
Facsimile No. (805) 413-1190

Adrian J. Adams, Esq.
Aide C. Ontiveros, Esq.
Adams Kessler PLC
2566 Overland Avenue, Suite 730
Los Angeles, CA 90064
Facsimile No. (310) 945-0281

I transmitted a true copy of said document by facsimile machine, pursuant to Rule 2005. The facsimile machine I used complied with Rule 2003(3) and no error was reported by the machine. Said facsimile transmission was directed as indicated to the fax number listed above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 28, 2011, at Westlake Village, California.



JENNIFER COSTIN