SILVER & ARSHT
Attorneys at Law

SAMUEL J. ARSHT *
MICHAEL J. SILVER
BRENDA L. THOMAS
MARSHA C. BRILLIANT
RANDALL A. COHEN

*ALSO MEMBER OF PA BAR

1860 BRIDGEGATE STREET, SUITE 100
WESTLAKE VILLAGE, CALIFORNIA 91361-1409
TELEPHONE (805) 495-4044
FACSIMILE (805) 494-4704
www.silverandarsht.com
Email sanda@silverandarsht.com

OF COUNSEL:
J. PETER WAKEMAN
CERTIFIED SPECIALIST - ESTATE PLANNING, PROBATE AND TRUST LAW

August 16, 2012

VIA FACSIMILE (310) 945-0281 AND U.S. MAIL

Karen N. Jacobs, Esq.
Adams Kessler PLC
2566 Overland Avenue, Suite 730
Los Angeles, CA 90064

Re: Sullivan v. Wood Ranch Sycamore Canyon Village Association
Ventura County Superior Court Case No. 56-2011-00395532-CU-CO-SIM
Your Client: Wood Ranch Sycamore Canyon Village Association ("Association")
Our Clients: Ted and Paula Sullivan
Clients' Property: [redacted] Wood Ranch Parkway, Simi Valley, CA 93065 Lot 384, Tract 4053 ("Property")

Dear Ms. Jacobs:

Your letter dated July 26, 2012 entitled "Courtesy Notice and Request for Lot Maintenance" is yet one more example of the Association's continuing harassment of our clients, Ted and Paula Sullivan.

You are clearly attempting to litigate the above-referenced action through your letter by disingenuously asserting that "[t]he Sullivans have previously been informed that they are responsible for maintenance of the 47 trees that are located on their Lot." You know very well that this issue is the subject of our clients' above referenced lawsuit against the Association. Moreover, you and your client are well aware that the Sullivans did not, and do not, accept the Association's unilateral purported tender to them of the maintenance obligations of the approximately 47 trees ("Association Trees") which maintenance was undertaken (poorly) by the Association for the last 20+ years. The Association was clearly and repeatedly placed on notice that all maintenance obligations and liability remain that of the Association. Your continued disregard for the Sullivans' rights and your continued harassment caused the Sullivans to sue the Association.

Please do not continue to threaten Mr. and Mrs. Sullivan by asserting, as you did on page

2 of your letter, that "in the event that a third party is injured or suffers damages as a result of the aforementioned trees and weeds, the Sullivans shall hold harmless, indemnify and defend the Association and its directors, committee members, employees and agents from any claim of injury, loss or damage to other persons, tenants or guests originating from the Sullivans' Lot."

The Association is solely responsible for the poor and weak condition of the approximately 47 trees on the Property which do not include other trees and landscaping on the Property for which the Association has also failed to comply with its maintenance obligations. In January 2010 the Association unilaterally and secretly removed the Association's irrigation system from the Property, leaving the Association Trees without any irrigation since that date. Further, the Association intentionally ignored the many requests by the Sullivans, directly and through this office, as well as the advice of its insurance agent and property manager, and refused to name Mr. and Mrs. Sullivan as additional insureds at a nominal cost of $250.00.

It is truly shocking that the Association, by and through your office, is once again attempting to shift the responsibility of the Association Trees to Mr. and Mrs. Sullivan. The above referenced action will establish the Association's intentional and negligent actions that you now contend have increased the Sullivans' potential liability for the Association Trees.

The following will specifically respond to the highlighted paragraphs of your letter:

Tree Trimming and Clearing of Weeds. Your statement that "[n]either the Association nor our office received a response [to the earlier courtesy notice dated March 8, 2011, a copy of which was not enclosed with your letter] is false. Please refer to our letter dated April 27, 2011, to Aide Ontiveros, Esq. of your office which confirmed that, while reserving all of their rights, Mr. and Mrs. Sullivan caused all 47 of the Association Trees to be trimmed, enclosed copies of the invoices, and demanded reimbursement from the Association for the cost of the tree trimming. Neither your office nor the Association ever responded to our request on behalf of Mr. and Mrs. Sullivan.

Tree Trimming. In accordance with, among other things, (1) the Association's original CC&Rs, as amended; (2) Easement Corporation Grant Deed recorded on August 7, 1989 as Instrument No. 89-123061 ("Easement Corporation Grant Deed"); (3) the annexation by the City Council of the City of Simi Valley of Tract No. 4053, which includes the Property, as Zone 86, into Simi Valley Landscape District No. 1; (4) Assessment District; (5) Rights of Way areas on the Property; (6) Wood Ranch Design Guidelines; and (7) the agreement between Mr. and Mrs. Sullivan and the Association for the Association to properly maintain the Association Trees and "Strip" in perpetuity, the Association is solely responsible for maintaining all of the Association Trees, including any required trimming, as well as other maintenance responsibilities on the Property. Mr. and Mrs. Sullivan are not obligated in any way to trim any of the Association Trees.

Weeds. This is at least the fourth time that the Association has wrongly requested that the Sullivans remove weeds from the Property which demonstrates the continuing harassment and discriminatory treatment by the Association against our clients. First, any removal of the weeds remains the Association's responsibility including, but not limited to, maintaining the Strip. During prior years, after receiving these requests, representatives of The Emmons Company acknowledged their mistake in requesting that the Sullivans perform this work and had the Association's workers remove the weeds. Second, please refer to our letter dated September 1, 2010 to Karen Nagad, Esq. of your office which addressed the issues of the weeds and the prior request by your office that the Sullivans remove them. Among other pertinent facts, the Sullivans' Lot is a Farm style Ranch lot which, under the Wood Ranch Specific Plan, permits the Sullivans to maintain their Property in a natural state which means that they do not have to remove any weeds.

Dumping Debris. We are glad to see that the Association now admits that it has an obligation to maintain the Sullivan Property within the areas described on the Easement Corporation Grant Deed. We do not understand, and disagree with your assertion, that this easement "prevents the Sullivans from making personal use of the Lot." Mr. and Mrs. Sullivan have record, legal and equitable title to their entire Property and have a right to use every portion of it as they choose, subject to any specific requirements by the City of Simi Valley or Association that apply to them. Please advise under what authority you made the foregoing assertion in your letter.

Your letter referred to "this area" where "the Board appreciates the Sullivans clearing the debris and branches they previously discarded." You did not define the alleged "debris" nor did you specifically identify "this area". Mr. and Mrs. Sullivan believe that you are referring to the area described on Exhibit "L" to the Easement Corporation Grant Deed known by the Sullivans as the "Sandstone Garden." Please be advised that Mr. and Mrs. Sullivan have never "discarded" debris in this area. Please refer to our letter to Karen Nagad, Esq. of your office dated September 1, 2010 which, among other things, identified "debris" that the Association, by and through its workers, dumped on the Sullivan Property. After many requests, the Association finally removed the debris from the Sullivan Property. Please refer to the letter dated November 23, 2010 to Mr. and Mrs. Sullivan from the Board of Directors, requesting a time "to schedule the removal of debris, which includes the railroad ties and the concrete from the posts along the split rail fence" and the letter from your office dated December 13, 2010 which confirmed that "the Association has removed debris from the Sullivan's property as agreed at the October 11th meet and confer." Since Mr. and Mrs. Sullivan have never dumped debris in this area, there is no reason for them to refrain from doing so "in the future to help keep the culvert clear." Mr. Sullivan has photographs of the culvert to which you were apparently referring. If it is the same culvert, the branches you assert were discarded are actually part of the tree located there.

Drainage System in Easement Area of Sullivan Property. The Board of Directors of the Association caused a drainage system to be installed in the area of the Sandstone Garden

and Zone 86 which the Association is obligated to maintain. The drainage system is clogged and does not work. Mr. and Mrs. Sullivan need this drainage system to be repaired before the rainy season begins, which may be as early as October 2012. The Sullivans have not been able to obtain a quote for repair of this drainage system because the contractor(s) hired must dig the roots out and will not know the extent of the necessary repairs until this is done. Reserving all rights, Mr. and Mrs. Sullivan intend to hire a contractor(s) on a time and material basis to repair this drainage system and will send copies of the invoices to the Association for reimbursement. Within five (5) days from the date of this letter, please confirm in writing whether the Association will immediately reimburse the Sullivans for all costs of repair of the drainage system. If the Association does not respond within the requested five days, or refuses to immediately reimburse the Sullivans, they will seek recovery through a small claims action or these monies will be added to Mr. and Mrs. Sullivan's damages to be recovered in the above referenced lawsuit against the Association.

Deadline to Comply. As usual, the Association, by and through your office, has made unreasonable demands on Mr. and Mr. Sullivan to comply with items that you know very well are not their responsibility. Moreover, as a procedural matter, please note that your unilateral requirement that the "tree pruning or tree trimming", clearing of weeds and removal of debris be completed "within 20 days of the date of this letter" is expressly contrary to the requirements of the CC&Rs which state the following in Section 3.6 a.:

> "*Notice*. The Board shall give written notice to such Member, **stating with particularity** the work, maintenance or repair which the Board finds to be required and directing that the same be carried out within a period of twenty (20) days from the giving of such notice **or such longer period as may be reasonably required for the prompt completion thereof**." (emphasis added).

Your letter did not identify with any particularity what alleged debris now exists in "this area" of the Sullivan Property and, in fact, stated: "This letter shall serve as a request that the Sullivans refrain from dumping debris in this area in the future . . . ." There is no debris for Mr. and Mrs. Sullivan to remove and you did not request that they remove any debris.

The Sullivans' Actions Undertaken Without Prejudice

While reserving all rights, Mr. and Mrs. Sullivan have completed the removal of the weeds requested in your letter and are in the process of obtaining bids for the tree trimming which will be completed as soon as possible, after which we will send copies of the invoices to your office. This letter shall serve as the demand by Mr. and Mrs. Sullivan that the Association immediately reimburse them for all monies that they have paid, and will pay, related to this removal of weeds and tree trimming. If the Association does not immediately reimburse them, the Sullivans intend to seek recovery in small claims court or these monies will be added to Mr.

and Mrs. Sullivan's damages to be recovered in their lawsuit against the Association.

As part of this tree trimming, Mr. and Mrs. Sullivan propose that they remove the 16 Association Trees that the Association, through your office, acknowledged were non-viable, and one large Tipuana Tipu tree that split nearly in half several years ago ("Split Tree") about which your office is well aware. The Sullivans will ask the arborist who removes the Split Tree to keep several cross section areas of the trunk as evidence of the non-viability of the Split Tree. As alleged in our clients' Complaint against the Association, we do not believe that the Association has the authority to prevent the Sullivans from removing these non-viable trees, or any of the Association Trees. However, since this is one of the issues being litigated, we are requesting the prior consent of the Association to remove them. The Association has forced Mr. and Mrs. Sullivan to keep non-viable trees on their Property which are a danger to all Members of the Association as well as the Sullivans and their workers. It makes no sense to have to prune/trim trees that are non-viable and should be removed. There is no reason for the Association to refuse this request by the Sullivans to remove the non-viable Association Trees except to cause further damages to the Sullivans.

The Association is responsible for all costs of removing the non-viable Association Trees including the Split Tree from the Property. Please confirm in writing, within five (5) days from the date of this letter, whether the Association consents to the removal of these non-viable Association Trees and, if so, whether the Association will immediately reimburse the Sullivans for the cost of their removal. If the Association will not immediately reimburse Mr. and Mrs. Sullivan for the cost of their removal, recovery will be sought in small claims court or these monies will be added to Mr. and Mrs. Sullivans' damages to be recovered in their lawsuit against the Association. If the Association does not respond to this office within the requested five (5) days, or refuses the Sullivans' request, the Sullivans will not remove the non-viable Association Trees including the Split Tree, and will cause them to be trimmed. The Association's refusal to allow our clients to remove the non-viable Association Trees from the Property will be brought to the attention of the jury and/or court at trial.

Non-Response by Association To Letter Dated June 25, 2012

To date, the Association has failed to respond to our letter dated June 25, 2012 to the Board of Directors c/o Alicia Camarillo in response to the "Stop Work Order" that the Board of Directors sent to our clients dated June 15, 2012. Please be advised that Mr. and Mrs. Sullivan and this office deem the Association's failure to respond to our letter to constitute the Association's withdrawal and rescission of the Stop Work Order.

All of our clients' rights remain reserved.

Very truly yours,

SILVER & ARSHT

SAMUEL J. ARSHT
MARSHA C. BRILLIANT

cc: Mr. and Mrs. Ted Sullivan
W:\SULLIVAN\HOA\JACOBS.LTR.wpd