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September 1, 2010

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Adams Kessler PLC

2566 Overland Avenue, Suite 730  
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**Re: Your Client: Wood Ranch Sycamore Canyon Village Homeowners' Association ("Association")**  
**Our Clients: Ted and Paula Sullivan**  
**Clients' Property: [REDACTED] Wood Ranch Parkway, Simi Valley, California 93065 - Lot 384, Tract 4053 ("Property")**

Dear Ms. Nagad:

This letter responds to yours dated June 29, 2010, which represents yet one more example of promises made, and then broken, by the Association. We are pleased that you have acknowledged that the Association, by and through the Developer and Landscape Committee, planted all of the trees on the Property that are at issue. Upon a careful review of the history of this matter, and for the reasons discussed below, our clients will not agree to the Association's belated offer to maintain "the approximate 47 trees planted on the Sullivans' Property along the street side of Martha Morrison Drive by the Developer and the Landscaping Committee."

Summary of our May 18, 2010 letter to the Board of Directors of Association.

Prior to our clients' purchase of the Property, the Developer and/or Association planted various trees on the Property including at least 10 near Wood Ranch Parkway and at least 37 arranged in a straight line approximately every 30 feet close to the curb of North Martha Morrison Drive to beautify that road. Prior to and at the time that our clients purchased the Property, the Developer/Association was watering and maintaining all 47 (approximately) trees.

Shortly after our clients purchased the Property, they entered into an agreement with the Association, by and through Board member and Chairman of the Landscape Committee ("LC") Steve Logan. Mr. Logan requested the Sullivans' permission to plant between 5 to 10 additional trees on the Property to replace some of the 37 (approximately) trees that had died. In exchange for the Sullivans' agreement to do so, Mr. Logan, on behalf of the Association's Board of

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On behalf of the Sullivans, our May 13 letter very reasonably requested that the Board of Directors pay in full for the removal of the approximately 37 trees and the approximately 10 trees, identified by our clients as having been planted by the Developer/Board of Directors/LC, respectively. To that end, we enclosed 4 proposals/estimates for the removal of all 47 trees (approximately), two more than the Board of Directors requested. In addition, very reasonably, we, again requested that the Board of Directors add Mr. and Mrs. Sullivan as additional insureds on all of the Association's liability insurance policies, for so long as any trees planted by the Developer and/or Board of Directors/LC remained planted on the Property.

Given the long history of the Association's many violations of its agreement with our clients to properly water and maintain the trees and Strip on the Property, and the Board's/LC's deliberate and unilateral removal of its irrigation system from the Property in January 2010, we would have thought that the Association would have immediately agreed to remove the trees from the Property and thanked our clients for their many years of service related to the trees. However, instead of receiving the Board's agreement to remove the trees, we received your letter dated June 29, stating that the Board would assume the maintenance responsibilities for all of these trees.

The Association has proven, time and time again, that it lacks the desire and the ability to water and maintain the trees on the Property in the proper manner required to keep them healthy. Frankly, the Board/LC have demonstrated that they do not care about these trees nor have they appreciated the efforts throughout the years by the Sullivans to burden themselves with the responsibility of having these trees planted on the Property and the energy that they expended to keep them alive and in good condition. As a result, many, if not most, of the trees are now unhealthy, damaged and dangerous. A perfect example of the foregoing can be shown by the Board's lack of courtesy to respond to our clients' verbal and written requests to retain an ISA Certified Arborist to evaluate the trees on the Property. Moreover, our clients have never waived their rights to require that the Association name them as additional insureds on its liability insurance policies. As both you and the Board/LC know, this is not the typical situation where a homeowner is maintaining his or her own landscaping. It is an insult to Mr. and Mrs. Sullivan to deny their request to be named as additional insureds and by stating: "Although the Association understands the Sullivans' concern of potential exposure to liability, there are other recourses available to them in the unfortunate event a claim is made." It is unbelievable that the Association now purportedly intends to maintain the trees while refusing to name our clients as additional insureds. Please be advised that any potential liability suffered by the Sullivans related to the trees and/or Strip will fall squarely on the shoulders of the Association.

Letter from the Board of Directors to Sullivans dated August 17, 2010.

On August 19, 2010, our clients received a letter from Alicia Camarillo, on behalf of the Board of Directors, stating, in pertinent part: ". . . the Board of Directors is requesting that the

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overgrown weeds along Martha Morrison North (inside the split rail fence be cleared/removed) to bring your property into compliance so as to be consistent with the standards of the neighborhood. It was noted that along with the weeds overgrown that debris from your property has been accumulating along the split-rail fence and against the trees along Martha Morrison North. Please arrange for the weeds and debris to be removed no later than August 31, 2010 . . . .”

This letter from Ms. Camarillo is both disingenuous and a clearly veiled attempt by the Board of Directors/LC to avoid its maintenance responsibilities regarding the Strip. The Association/LC, by and through Steve Logan, expressly agreed to properly maintain the Strip in perpetuity, as evidenced by long consistent conduct. Through the years, as with the trees, Mr. and Mrs. Sullivan have had to continuously remind the Board/LC of their agreement to maintain the Strip. The Association has violated the agreement by not maintaining the Strip since January 2010, when the Association breached its agreement with the Sullivans by removing the irrigation system from the Property. As a result, the Strip is full of weeds.

Aside from the agreement for Strip maintenance that the Association is violating, please note that the Wood Ranch Specific Plan (Reformatted and Published: July 1999) (“Specific Plan”) is relevant to the issue of the weeds. Section I. (Introduction), paragraph 15 (Open Space Land Use) is defined as follows: “. . . land which will remain essentially undeveloped and provide for preservation of an environment suitable to wildlife and flora indigenous to the area as well as an environment for food production and outdoor recreation. Such designation shall include single family farm lots with a minimum of 40 acres of open space for each dwelling unit.” The Sullivans’ Lot is a Farm Style Ranch Lot.

Section VII (Open Space) B.1. of the Specific Plan explains: “Areas of Open Space shall be used, where feasible, to preserve natural features, views, native vegetation and provide for 40 acre farm lots.” The legends on page 41 and 45 clearly designate the Sullivans’ Lot as “Private Open Space.” Section VIII (Landscape Plan), paragraph B. (Goals) 6. states: “Agricultural uses shall be encouraged as means of maintaining open space areas.” Paragraph C (Landscape Concept) 4. (Open Space) states: “These areas shall be maintained in their natural state except where agriculture is feasible.”

Based upon the above, the August 17 letter reflects the Association’s improper application of the requirements described in the CC&Rs for standard residential lots to the Sullivans’ Lot which is a Farm style Ranch lot in accordance with the Specific Plan.

Please be advised that Farm style Ranch lots and Open Space lots (that the Association maintains) along Wood Ranch Parkway have weeds growing right up to and through the Wood Ranch split rail fence. On August 28, 2010, Mr. Sullivan took several photos of these weeds. We are enclosing three (3) of the photographs for your reference. Please note that Photo #3

shows the area just north of the entry monument at the intersection of Wood Ranch Parkway and North Martha Morrison Drive. These weeds are located less than 150 feet from the Strip on the Property.

Article 4, Section 4.2 (Entrance Monuments) of the CC&Rs reads: "The Association shall maintain in a first-class condition (i) the Village entrance monuments, lighting, landscaping and rail fences located on Wood Ranch Parkway, Martha Morrison Drive . . . ." We understand from Mr. Sullivan that the weeds shown in the enclosed photographs are consistent with the way the areas have typically looked in the ten (10) plus years that the Sullivans have been walking along Wood Ranch Parkway. Our clients find it to be apparently discriminatory that the Board is adamant that the weeds on the Property be removed while, at the same time, permitting the wild, natural growth of weeds along Wood Ranch Parkway.

On August 24, 2010, when two representatives from the Association inspected the Strip for weeds and "debris," they should have noticed that most of the Strip is neatly mowed. Mr. Sullivan uses his tractor/mower on a regular basis to mow this area. However, the Association's trees prevent him from mowing any closer to the Wood Ranch split rail fence. When the Association's trees are removed from the Property, Mr. Sullivan may be able to mow closer to the Wood Ranch split rail fence.

Since January 2010, Mr. and Mrs. Sullivan has been waiting to receive a copy of the Association's Architectural Standards described in Section 6.2 of the CC&Rs. Alicia Camarillo told Mr. Sullivan that she would look into it and get back to him. To date, the Sullivans have not heard from or received any information from Ms. Camarillo, regarding the Architectural Standards.

The Sullivans are disappointed that the Board of Directors and AC are not familiar with the different requirements relating to the Farm style Ranch lots versus the standard lots.

On August 19, 2010, our clients walked along the Strip and found the following:

1. Green and blue landscape flags next to the 37 trees and 10 trees to mark them. These flags are not "debris."
2. Yellow stakes in the ground to mark the several areas where the Association cut the pipes to the irrigation system and left the pipes uncapped. This is not "debris."
3. PVC caps/traps that Mr. Sullivan installed on the cutoff Association pipes to stop the flooding of the Property and verify the flooding water source. The Association removed these traps in April 2010 and left them on the ground. The Sullivans have every right to retain