

# Adams Kessler

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Please reply to Los Angeles office

July 26, 2012

RECEIVED

JUL 30 2012

SILVER & ARSHT

Samuel J. Arsht, Esq.  
Silver & Arsht  
1860 Bridgegate Street, Suite 100  
Westlake Village, CA 91361-1409

Re: Courtesy Notice and Request for Lot Maintenance

Dear Mr. Arsht:

As you know our firm serves as general counsel for Wood Ranch Sycamore Canyon Village Homeowners Association ("Association"). We are contacting you regarding the condition of Mr. and Mrs. Sullivan's lot within the Association located at ■ Wood Ranch Parkway, Simi Valley, CA 93065 ("Lot").

**Tree Trimming and Clearing of Weeds.** We have been advised that during a recent routine inspection of the community, it was noted that many of the 47 trees located on the Sullivan Lot along Martha Morrison Drive are over hanging and in need of trimming, pruning or both. The Sullivans may contact the Emmons Company if they have any difficulty determining which trees are in need of pruning or trimming.

The Sullivans have previously been informed that they are responsible for maintenance of the 47 trees that are located on their Lot. These trees were the subject of an earlier courtesy notice, dated March 8, 2011 (copy enclosed). Neither the Association nor our office received a response to this notice but your clients trimmed the trees albeit after the 20 day period expired.

Accordingly, and pursuant to the provisions of Article 3.6(a) of the CC&Rs, the Sullivans are kindly requested to once again prune or trim the trees. **The Board also requests in fulfilling with their maintenance responsibilities, that the Sullivans clear the weeds next to the split rail fence along Martha Morrison.**

**Dumping Debris.** As the Sullivans are aware, the Association has an easement to maintain and control that portion of the Lot which prevents the Sullivans from making personal use of the Lot. The Board appreciates the Sullivans clearing the debris and branches they previously discarded in this area. This letter will serve as a request that the

Sullivans refrain from dumping debris in this area in the future to help keep the culvert clear.

**Deadline to Comply.** The Sullivans are requested to notify the Emmons Company as to the date that the tree pruning or trimming is completed, the weeds are cleared, and the debris is removed from the easement area. In the event that the Sullivans fail to carry out the required maintenance within 20 days of the date of this letter, the Board will make arrangements to have the trees trimmed or pruned and the weeds and debris cleared, and shall assess the cost thereof, including the cost of any permits, to the Sullivans in accordance with Article 3.6(b) of the CC&Rs. If the Sullivans fail to allow the Association's representatives entry on their Lot for the necessary maintenance, the Association shall have the right to assess all expenses including attorney fees incurred by the Association arising from the Sullivans' refusal to allow entry. See Article 3.6(c) of the CC&Rs.

Further, per Article 3.9 of the CC&Rs, 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.

Thank you for your courtesy and anticipated cooperation in this regard.

Very truly yours,



Karen N. Jacobs, Esq.  
Adams Kessler PLC