

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

VENTURA
SUPERIOR COURT
FILED

MAR 27 2013

By: Michael D. Planet, Deputy
Executive/Clerk
LYDIA GONZALEZ

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

BLONDE HOUSING, LLC, a Wyoming limited liability corporation;
and DOES 1 through 20, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

WOOD RANCH SYCAMORE CANYON VILLAGE ASSOCIATION,
a California nonprofit corporation

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): COUNTY OF VENTURA

CASE NUMBER:
(Número del Caso): 56-2013-00434052-CU-OR-VTA

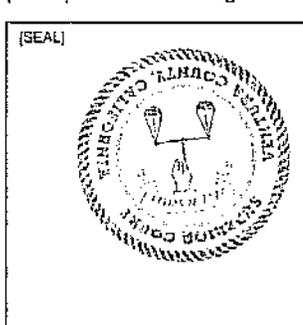
Ventura Hall of Justice - Main Courthouse
800 S. Victoria Avenue, Ventura, CA 93009

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Lisa A. Tashjian, Esq.; Beaumont Gitlin Tashjian, 21650 Oxnard St., Suite 1620, Woodland Hills, CA 91367;

DATE:
(Fecha) MAR 27 2013

MICHAEL D. PLANET, Deputy
Clerk, by Lydia Gonzalez, (Adjunto)
(Secretario)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



- NOTICE TO THE PERSON SERVED:** You are served
- as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
 - by personal delivery on (date):

1 Law Offices
2 **Beaumont Gitlin Tashjian**
3 A Partnership Including Professional Corporations
4 21650 Oxnard Street, Suite 1620
5 Woodland Hills, CA 91367-4620
6 telephone (818) 884-9998
7 facsimile (818) 884-1087
8 lawoffices@rgblawyers.com

9 Lisa A. Tashjian, Bar No. 187738
10 Tara Radley, Bar No. 273350

VENTURA
SUPERIOR COURT
FILED

MAR 27 2013

MICHAEL B. PLANET
Executive Officer and Clerk
BY *Lydia Gonzalez* Deputy
LYDIA GONZALEZ

11 Attorneys for Plaintiff, WOOD RANCH SYCAMORE CANYON VILLAGE ASSOCIATION

12 **SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF VENTURA - EAST COUNTY DIVISION**

14 WOOD RANCH SYCAMORE CANYON)
15 VILLAGE ASSOCIATION, a California)
16 nonprofit corporation,)

17 Plaintiff,)

18 vs.)

19 BLONDE HOUSING, LLC, a Wyoming)
20 limited liability corporation; and DOES 1)
21 through 20, inclusive,)

22 Defendants.)

CASE NO. 56-2013-00434052-CU-OR-VTA

COMPLAINT FOR:

DECLARATORY RELIEF

23 Plaintiff, WOOD RANCH SYCAMORE CANYON VILLAGE ASSOCIATION complains and
24 alleges as follows:

25 **GENERAL ALLEGATIONS**

26 1. Plaintiff, WOOD RANCH SYCAMORE CANYON VILLAGE ASSOCIATION
27 (hereinafter referred to as the "ASSOCIATION"), is, and at all times herein mentioned was, a California
28 non-profit mutual benefit corporation, organized and existing under the laws of the State of California
as a homeowners association as defined by the laws of California. Its principal office is in the City of
Simi Valley, Ventura County, California.

2. The purpose of Plaintiff ASSOCIATION is to manage, administer, maintain, preserve,

1 and operate certain real property, consisting of residential lots and common area, commonly known as
2 Wood Ranch, located in the City of Simi Valley, California (hereinafter the "Project").

3 3. The Project and the Defendants are subject to the provisions of the Declaration of
4 Covenants, Conditions, and Restrictions recorded on July 29, 1988 as Instrument Number 88-107320 in
5 the Official Records of the Ventura County Recorder ("Original Declaration"), thereafter amended by
6 the First Amendment to the Original Declaration, recorded on May 23, 1989 as Instrument No. 89-
7 080630 in the official records of Ventura County Recorder ("First Amendment"), and thereafter amended
8 and restated as the Restated Declaration of Covenants, Conditions, and Restrictions ("First Amendment"),
9 recorded on July 22, 1998 in the Official Records of the County of Ventura as Instrument No. 98-121774
10 ("Restated Declaration") (hereinafter referred to collectively and interchangeably as the "Restated
11 Declaration" and "CC&Rs"). True and correct copies of the Original Declaration, First Amendment, and
12 the operative Declaration are attached to this Complaint as **Exhibit A**, **Exhibit B**, and **Exhibit C**,
13 respectively.

14 4. The Declaration was established, executed, and recorded by the ASSOCIATION in order
15 to induce the purchase of residential lots and to enhance and protect the value, desirability, and
16 attractiveness of the Project, the exact legal description of which is set forth on the first page of the
17 Declaration.

18 5. The covenants, conditions, and restrictions contained in the Declaration constitute
19 equitable servitudes under Civil Code Section 1354 that inure to the benefit of, and are binding on, all
20 homeowners within the Project, who are also members of the ASSOCIATION, including Defendants.

21 6. The recitations of the Restated Declaration reinforces the binding effect of the
22 covenants, conditions, and restrictions, stating in pertinent part:

23 "This Declaration shall . . . Inure to the benefit of and be binding upon each successor
24 in interest of the Association each Member, lessee and occupant of any portion of the
25 [sub-association] as well as and their respective heirs, personal representatives,
grantees, lessees, licensees, successors and assigns; and [shall] . . . [a]ttach to the real
property as an obligation in the title."

26 7. The Project and the Defendants are also subject to the Restated Bylaws of the
27 ASSOCIATION, approved adopted by the Members on July 13, 1998. Attached hereto as **Exhibit D**
28 is a true and correct copy of the Restated Bylaws.

1 8. The Bylaws establish that ownership of a lot within the Project requires membership
2 within the ASSOCIATION. Article 2, Section 2.1 of the Bylaws provide:

3 “Each Lot owner in the Association shall be a Member. Members shall be
4 subject to the terms and provisions of the Articles of Incorporation, the
5 CC&Rs, these Bylaws, the Rules and
6 Regulations, and the Architectural Standards.”

7 9. Defendant BLONDE HOUSING, LLC and DOES 1 through 20, inclusive (hereinafter
8 referred to collectively as “Defendants”) are, and at all times herein mentioned were, individual
9 members of the ASSOCIATION and the owners in possession and control of real property commonly
10 known as ■ Donnington Court, Simi Valley, California (hereinafter referred to as the “Subject
11 Property”), and, as such, were and are residing in the State of California, Ventura County. A true and
12 correct copy of the grant deed to the Subject Property is attached to this Complaint as **Exhibit E**.

13 10. The true names and capacities, whether individual, corporate, associate, or otherwise,
14 of Defendants DOES 1 through 20, inclusive, are unknown to the Plaintiff who therefore sues said
15 Defendants by such fictitious names. Plaintiff alleges that each of the said Defendants designated as a
16 DOE is responsible in some manner for the events and happenings hereinafter referred to in this
17 Complaint.

18 11. At all times herein mentioned, each of the Defendants herein was the agent, servant,
19 and employee of each of the remaining Defendants, and was acting within the scope of said agency
20 and employment, and each such Defendant has ratified the acts of the other.

21 12. Defendants’ Subject Property is subject to and governed by the Declaration. Said
22 Declaration is binding on Defendants. As such, Defendants and the Subject Property are subject to
23 the Declaration. Defendants and the Subject Property are subject to the Declaration based,
24 among other things, on the following particulars:

25 (a) The Original Declaration contemplates the Project be developed in several
26 phases, specifically that the “Covered Property” as defined therein, would be
27 developed in several phases. (Original Declaration, Recitals)

28 (b) Article I, Section 1.14 of the Original Declaration provides:

 “Covered Property shall mean and refer, subject to the provisions of
 Section 15.21 of this Declaration, to the Initial Covered Property and so

1 much of the Annexation Property as shall be made subject to this
2 Declaration as provided in Article X of this Declaration." (Emphasis
3 added.)

- 4 (c) The legal description of the Subject Property is set forth in the second page of
5 **Exhibit E** hereto and states, in pertinent part:

6 "All that certain real property situated in the County of Ventura, State of
7 California, described as follows . . . being portions of Lots 388 and 389 of
8 Tract 4053 as per map recorded in Book 113, Page 63 of Miscellaneous
9 Records, in the City of Simi Valley, County of Ventura, State of California, in
10 the Office of the County Recorder of said County."

11 Article XV, Section 15.21 of the Original Declaration defines "Exempt
12 Property" as the following:

13 "Notwithstanding any provision in this Declaration to the contrary,
14 none of the provisions of this Declaration shall apply to lots 388, 390,
15 and 391 of tentative tract no. 4053 or to Lots 242 and 243 of tentative
16 tract no. 4153."

17 Moreover, Article III, Section 3.07 of the Original Declaration provides, in
18 pertinent part:

19 "The following portions of the Covered Property shall be exempt from
20 the Assessments created herein: (a) all properties dedicated to and
21 accepted by, or otherwise acquired by, a public authority; (b) the
22 Community Facilities; and (c) the property identified in Section 15.21
23 of this Declaration. However, no land or improvements devoted to
24 residential use shall be exempt from said Assessments."

- 25 (d) Further, the Original Declaration defines Annexation Property as "Planning
26 Unit 50 and that portion of Planning Unit 100 lying south of First Street, all as
27 depicted in the Specific Plan."

- 28 (e) Article X, Section 10.02 of the Original Declaration sets forth the procedure
for the annexation of additional property into the Project as follows:

"The annexation of all or any part of the Annexation Property by Declarant shall be effected by the recordation of a Supplemental Declaration by or with the consent of Declarant describing the portion of the Annexation Property to be annexed and providing for such additional covenants, conditions and restrictions on such annexed property as may be necessary to include such property in the Covered Property and specifying that all of the covenants, conditions and restrictions of the Declaration shall apply to such annexed property in the same manner as if it were originally covered by the Declaration as part of the Covered Property."

1 (f) Although the Original Declaration does not encompass the Subject Property as
2 Initial Covered Property of the ASSOCIATION, the Subject Property was
3 annexed into the ASSOCIATION on May 23, 1989 by the First Amendment.

4 (g) Lots 388 and 389 of Tract 4053 were validly annexed into the ASSOCIATION
5 by the Declarant pursuant to the First Amendment, thereby deleting Section
6 1.27 of the Original Declaration and restating same with the following
7 language:

8 "Phase shall mean and refer to each of the three development
9 increments of the Covered Property consisting of the 'Planning Units'
10 (as defined in the Specific Plan) per phase specified in Exhibit C
11 attached hereto."

12 Furthermore, Exhibit C to the First Amendment expressly provides that
13 Planning Unit 100, described as "Farm/Ranch Lots," includes Lot Numbers
14 388 and 389 and is part of "Phase I - Tract 4053."

15 (h) Article XV, Section 15.03 of the Original CC&Rs state:

16 "The provisions of this Declaration shall be liberally construed to
17 effectuate its purpose of creating a uniform plan for the development of
18 a residential community or tract and for the maintenance of the Covered
19 Property and the Community Facilities."

20 (i) California Civil Code Section 1370 states:

21 "Any deed, declaration, or condominium plan for a common interest
22 development shall be liberally construed to facilitate the operation of the
23 common interest development, and its provisions shall be presumed
24 independent and severable."

25 13. Notwithstanding the foregoing, Defendants contend they and the Subject Property are
26 not bound by, nor subject to, the Declaration.
27
28

///

///

///

1 **FIRST CAUSE OF ACTION**

2 **DECLARATORY RELIEF**

3 **(Against All Defendants)**

4 14. Plaintiff repeats and realleges Paragraphs 1 through 13 of this Complaint as though
5 fully set forth herein.

6 15. A controversy has arisen and now exists between Plaintiff and Defendants herein in
7 that Plaintiff contends that the aforesaid Declaration is binding on, and therefore governs Defendants'
8 conduct and the Subject Property, and Defendants maintain that said Declaration has no force and
9 effect upon said conduct and Subject Property.

10 16. Plaintiff desires a judicial determination of its rights and duties and a declaration as to
11 the proper interpretation of the Declaration as to its applicability on Defendants and the Subject
12 Property.

13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, Plaintiff prays for judgment against the Defendants, and each of them, as
15 follows:

16 **AS TO ALL CAUSES OF ACTION**

- 17 1. For a judgment interpreting the Declaration herein above referred to and declare the
18 rights, obligations and duties of the parties hereto;
- 19 2. For reasonable attorney's fees;
- 20 3. For costs of suit herein; and,
- 21 4. For such other and further relief as the Court deems just and proper.

22
23 Dated: March 12, 2013

24 **BERNARD GITLIN TASHJIAN**

25 By:

26 **LISA A TASHJIAN, ESQ.**
27 **TARA RADLEY, ESQ.**
28 Attorneys for Plaintiff, WOOD RANCH
SYCAMORE CANYON VILLAGE
ASSOCIATION

EXHIBIT "A"

All that certain real property situated in the County of Ventura, State of California, described as follows:

Parcel 1 as described and delineated in that certain Lot Line Adjustment No. 02-10, recorded May 8, 2003 as Instrument No. 03-153745 of Official Records, and being portions of Lots 388 and 389 of Tract 4053 as per map recorded in Book 113, Page 63 of Miscellaneous Records, in the City of Simi Valley, County of Ventura, State of California, in the Office of the County Recorder of said County

Assessor Parcel No. 580-0-360-775