

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
IN AND FOR THE SECOND APPELLATE DISTRICT

Skyler Wells,

Plaintiff-Appellant,

vs.

Cameron Hopkins,

Defendant-Respondent.

} Appellate Case No.: B347182

} Trial Court Case No.: 22STCV05843

Appeal from Superior Court of California, County of Los Angeles,
Case No. 22STCV05843
Honorable Wendy Chang, Judge

=====

APPELLANT'S APPENDIX VOL. III

=====

Cliff Dean Schneider, Esq
8939 S. Sepulveda Blvd., Suite 102
Los Angeles, CA 90045
888-332-2999
State Bar Number 290819
Attorney for Appellant

Tri-Star Appraisal, Inc.
SUBJECT PHOTO ADDENDUM

File No. 1112-064/Order#96852
FHA CASE#197-6247233

Borrower	Skylar Wells/Marilyn & David Schiamberg						
Property Address	3345 1/2 Rowena Avenue						
City	Los Angeles	County	Los Angeles	State	CA	Zip Code	90027
Lender/Client	W.J. Bradley Mortgage Capital, LLC			Address	100 W Towne Ridge Parkway #300, Sandy, UT 84070		



SUBJECT-KITCHEN



SUBJECT-BEDROOM



SUBJECT-BEDROOM

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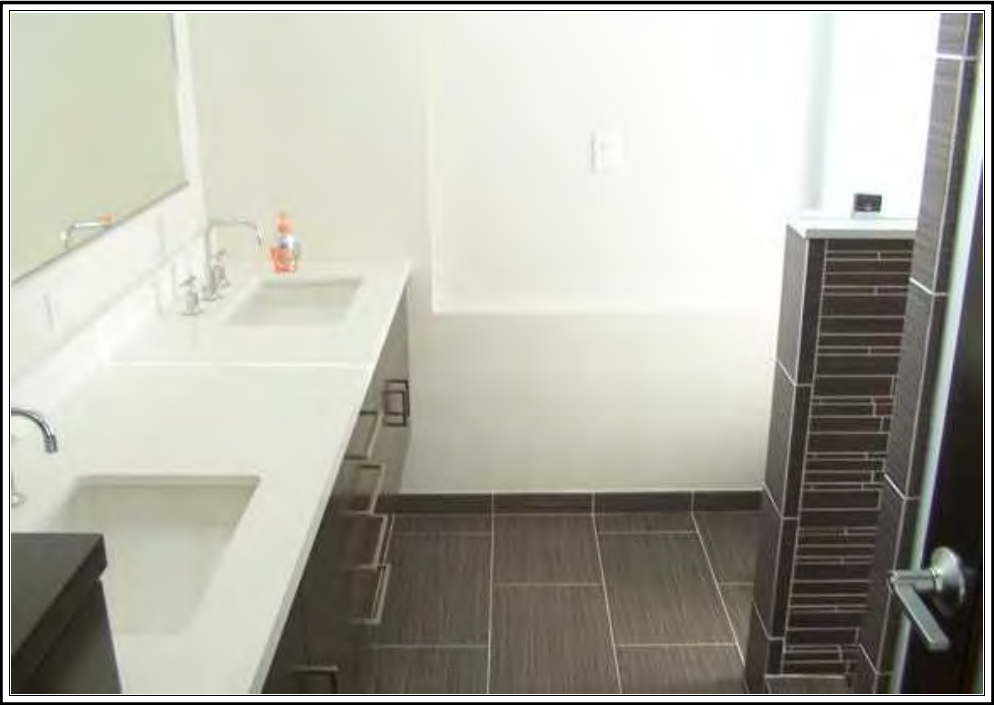
Tri-Star Appraisal, Inc.
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SUBJECT-BATHROOM



SUBJECT-BATHROOM



SUBJECT-BATHROOM

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SUBJECT PHOTO ADDENDUM

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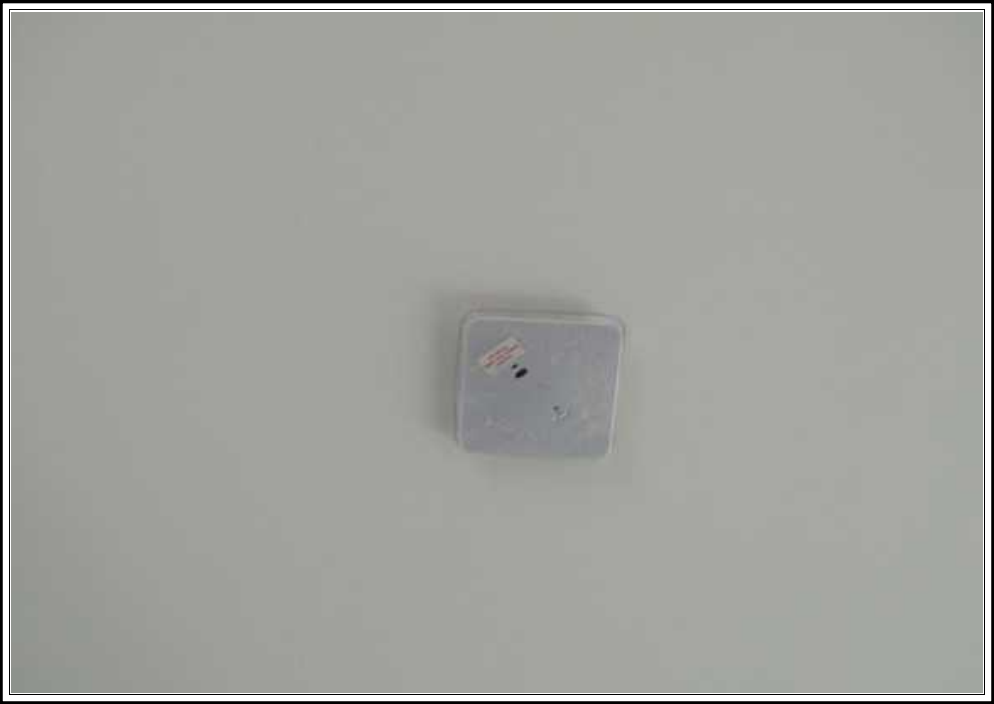
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SUBJECT-VIEW



SUBJECT-VIEW



SMOKE & CARBON MONOXIDE

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COMPARABLE SALE # 1
4327 Ambrose Avenue
Los Angeles, CA 90027



COMPARABLE SALE # 2
4144 Tracy Street
Los Angeles, CA 90027



COMPARABLE SALE # 3
4421 Finley Avenue
Los Angeles, CA 90027

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COMPARABLE SALE # 4
2154 Talmadge Street
Los Angeles, CA 90027



COMPARABLE SALE # 5
3807 Sunset Drive
Los Angeles, CA 90027



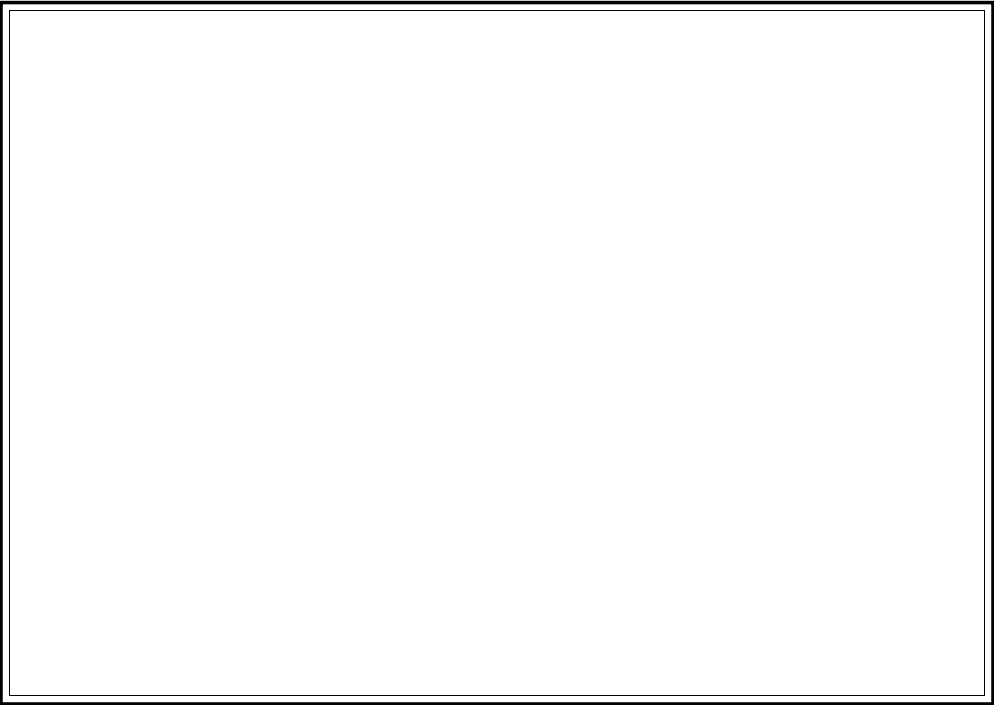
COMPARABLE SALE # 6
3341 Rowena Avenue
Los Angeles, CA 90027

Document received by the CA 2nd District Court of Appeal.

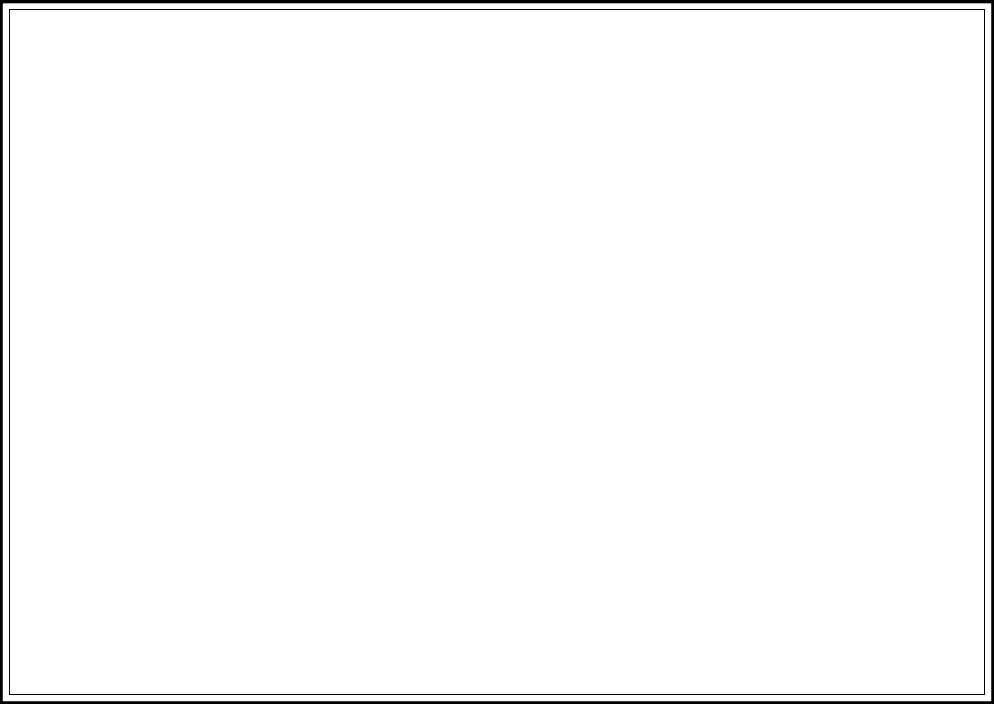
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City	Los Angeles	County	Los Angeles	State	CA	Zip Code	90027
Lender/Client	W.J. Bradley Mortgage Capital, LLC			Address	100 W Towne Ridge Parkway #300, Sandy, UT 84070		



COMPARABLE SALE # 7
3345 Rowena Avenue
Los Angeles, CA 90027



COMPARABLE SALE # 8



COMPARABLE SALE # 9

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Appraiser License Certificate

File No. 1112-064/Order#96852
FHA CASE#197-6247233

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Business, Transportation & Housing Agency OFFICE OF REAL ESTATE APPRAISERS REAL ESTATE APPRAISER LICENSE	
JOSEPH Y. KWON	
has successfully met the requirements for a license as a residential real estate appraiser in the State of California and is, therefore, entitled to use the title "Certified Residential Real Estate Appraiser".	
This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.	
OREA APPRAISER IDENTIFICATION NUMBER	AR019672
Date Issued:	July 12, 2012
Date Expires:	July 11, 2014
Director, OREA	
Audit No.	

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

Borrower Skylar Wells/Marilyn & David Schiamberg
Property Address 3345 1/2 Rowena Avenue
City Los Angeles County Los Angeles State CA Zip Code 90027
Lender/Client W.J. Bradley Mortgage Capital, LLC Address 100 W Towne Ridge Parkway #300, Sandy, UT 84070

Real Estate Appraisers Professional Liability



Date Issued	Policy Number	Previous Policy Number
08/03/2012	LIU004662-011	LIU004662-010

LIBERTY INSURANCE UNDERWRITERS, INC.

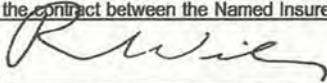
(A Stock Insurance Company, hereinafter the "Company")
55 Water Street, 18th Floor
New York, NY 10041

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

Item DECLARATIONS

1. Customer ID: 145607 Named Insured: TRI-STAR APPRAISAL, INC. Joseph Y. Kwon 3932 Wilshire Blvd., #211 Los Angeles, CA 90010	
2. Policy Period: From: 09/10/2012 To: 09/10/2013 12:01 A.M. Standard Time at the address stated in Item 1.	
3. Deductible: \$1,000 Each Claim	
4. Retroactive Date: 09/10/1997	
5. Inception Date: 09/10/2002	
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$1,000,000 Aggregate	The Limit of Liability for Each Claim and in the Aggregate is reduced by Damages and Claims Expenses as defined in the Policy.
7. Mail All Notices to Agent:	LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (805) 963-6624; Fax: (805) 962-0652
8. Annual Premium: \$995.00	
9. Number of Appraisers: 1	
10. Forms attached at issue: LIA002 (10/11) LIA009 (08/11) LIA012 (08/11) OFAC (08/09)	

This Declarations Page together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Real Estate Appraisers Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Company.

By 
Authorized Signature

LIA001 (04/10)

Document received by the CA 2nd District Court of Appeal.

DIGITAL SIGNATURE AUTHENTICATION

Borrower Skylar Wells/Marilyn & David Schiamberg							
Property Address 3345 1/2 Rowena Avenue							
City	Los Angeles	County	Los Angeles	State	CA	Zip Code	90027
Lender/Client W.J. Bradley Mortgage Capital, LLC		Address 100 W Towne Ridge Parkway #300, Sandy, UT 84070					

This report contains an electronic digital signature(s) affixed by the appraiser(s). This advanced technology has been authorized by the Appraisal Standards Board of the Appraisal Foundation as compliant under specific reporting guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP). The process not only acknowledges the authenticity of a printed paper copy of the report but also the file in its state of electronic storage.

The technology encompasses transmission integrity, signature security, and record keeping for each individual appraiser that affixes the signature. The appraiser has sole personal control of affixing a signature certifying its authenticity and accepting responsibility for content analysis, and conclusions in the report.

COMMENT ON PHOTO ADDENDA
=====

The original photos provided in the report are in color.

Signature 
Joseph Y. Kwon

Date 11/28/2012

Document received by the CA 2nd District Court of Appeal.

UNIFORM APPRAISAL DATASET (UAD)
Property Condition and Quality Rating Definitions

File No. 1112-064/Order#96852
FHA CASE# 197-6247233

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized conditions and quality ratings within the appraisal report.

Condition Ratings and Definitions

- C1
The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.
- Note:** *Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*
- C2
The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.
- Note:** *The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*
- C3
The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.
- Note:** *The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of complete renovation.*
- C4
The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.
- Note:** *The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*
- C5
The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.
- Note:** *Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*
- C6
The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.
- Note:** *Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with condition severe enough to affect the safety, soundness, or structural integrity of the improvements.*

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UNIFORM APPRAISAL DATASET (UAD)
Property Condition and Quality Rating Definitions

File No. 1112-064/Order#96852
FHA CASE# 197-6247233

Quality Ratings and Definitions

- Q1
Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified use. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.
- Q2
Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high-quality.
- Q3
Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.
- Q4
Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.
- Q5
Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.
- Q6
Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substantial non-conforming additions to the original structure.

Requirements - Definition of Not Updated, Updated and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominately dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectation. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

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UNIFORM APPRAISAL DATASET (UAD)
Property Description Abbreviations Used in This Report

File No. 1112-064/Order#96852
FHA CASE# 197-6247233

Abbreviation	Full Name	May Appear in These Fields
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmLth	Arms Length Sale	Sale or Financing Concessions
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concession
CrtOrd	Court Ordered Sale	Sale or Financing Concession
DOM	Days On Market	Data Sources
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Administration	Sale or Financing Concessions
GlfCse	Golf Course	Location
Glfw	Golf Course View	View
Ind	Industrial	Location & View
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
BsyRd	Busy Road	Location
o	Other	Basement & Finished Rooms Below Grade
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sales or Financing Concessions
sf	Square Feet	Area, Site, Basement
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdraw Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
Woods	Woods View	View

ABBREVIATED ENTRY	VIEW FACTOR
Wtr	Water View
Pstrl	Pastoral View
Woods	Woods View
Prk	Park View
Glfw	Golf Course View
CtySky	City Skyline View
Mtn	Mountain View
Res	Residential View
CtyStr	City Street View
Ind	Industrial View
PwnLn	Power Lines
LtdSght	Limited Sight
See Instruction Below	Other - Appraiser to enter a description of the view*

ABBREVIATED ENTRY	OVERALL VIEW RATING
N	Neutral
B	Beneficial
A	Adverse

* Other: If a view factor not on this list materially affects the value of the subject property, the appraiser must enter a description of the view associated with the property. The description entered must allow a reader of the appraisal report to understand what the view associated with the property actually is. Descriptors such as 'None', 'N/A', 'Typical', 'Average', etc., are unacceptable. Descriptions should be entered carefully because the same text will be represented in both the Site section and the comparable sales grid for the subject property. The text must fit in the allowable space.

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Exhibit 06

00614

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20122017140



Pages:
0013

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

12/28/12 AT 08:00AM

FEES:	73.00
TAXES:	0.00
OTHER:	0.00
PAID:	73.00



LEADSHEET



201212280170008

00006999205



004533946

SEQ:
05

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

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00615

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FIDELITY-VAN NUYS
Recording Requested By:
W.J. BRADLEY MORTGAGE
CAPITAL, LLC.



2

And After Recording Return To:
W.J. BRADLEY MORTGAGE CAPITAL, LLC.
100 WEST TOWNE RIDGE PARKWAY, SUITE #300
SANDY, UTAH 84070
Loan Number: 3000142230

19647881

[Space Above This Line For Recording Data]

DEED OF TRUST

FHA CASE NO.

197-6247233-703

MIN: 100252230001422308

MERS Phone: 888-679-6377

THIS DEED OF TRUST ("Security Instrument") is made on DECEMBER 13, 2012
The trustor is SKYLAR WELLS, A SINGLE MAN AND DAVID SCHIAMBERG AND
MARILYN SCHIAMBERG, HUSBAND AND WIFE, ALL AS JOINT TENANTS.

("Borrower").

The trustee is FIDELITY NATIONAL TITLE COMPANY
5900 CANOGA AVE., SUITE 100, WOODLAND HILLS, CALIFORNIA 91367 ("Trustee").
The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as
hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of
Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
W.J. BRADLEY MORTGAGE CAPITAL, LLC., A DELAWARE LIMITED
LIABILITY COMPANY ("Lender")

is organized and existing under the laws of DELAWARE
and has an address of 100 WEST TOWNE RIDGE PARKWAY, SUITE #300, SANDY,
UTAH 84070

Borrower owes Lender the principal sum of SEVEN HUNDRED FORTY-TWO THOUSAND FIVE
HUNDRED TWENTY AND 00/100 Dollars (U.S. \$ 742,520.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides
for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2043

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest,
and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest,
advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably

Document received by the CA 2nd District Court of Appeal.

00616

SB

5434-005-010

3

grants and conveys to Trustee, in trust, with power of sale, the following described property located in
LOS ANGELES County, California:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 5434-005-010

which has the address of 3345 1/2 ROWENA AVENUE

LOS ANGELES

[City]

, California

[Street]

90027

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully scised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

4

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note; and

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a

5

leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

6

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

1

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all

8

expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law. If the fee charged does not exceed the fee set by applicable law, the fee is conclusively presumed to be reasonable.

20. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

21. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by applicable law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

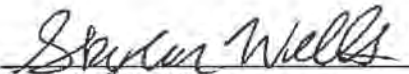
- | | | |
|--|--|--|
| ☐ Condominium Rider | ☐ Graduated Payment Rider | ☐ Growing Equity Rider |
| ☒ Planned Unit Development Rider | ☐ Adjustable Rate Rider | ☐ Rehabilitation Loan Rider |
| ☐ Non-Owner Occupancy Rider | ☐ Other [Specify] | |

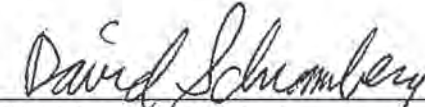
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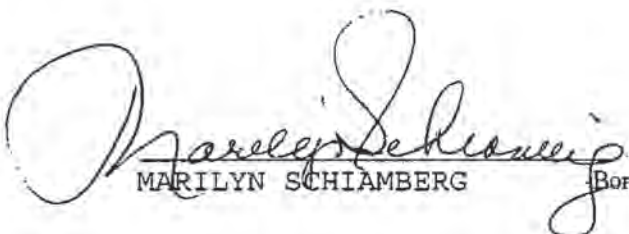
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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 9 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.


SKYLAR WELLS (Seal)
-Borrower


DAVID SCHIAMBERG (Seal)
-Borrower


MARILYN SCHIAMBERG (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

10

[Space Below This Line For Acknowledgment]

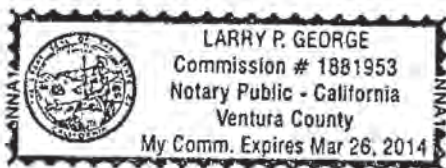
State of CALIFORNIA)
) ss.
County of LOS ANGELES)

On DECEMBER 20, 2012 before me, LARRY P. GEORGE, NOTARY PUBLIC
personally appeared SKYLAR WELLS AND DAVID SCHIAMBERG AND MARILYN
SCHIAMBERG

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



NOTARY SEAL

Larry P. George
NOTARY SIGNATURE

LARRY P. GEORGE
(Typed Name of Notary)

00624

Document received by the CA 2nd District Court of Appeal.

FHA Case No.: 197-6247233-703
Loan Number: 3000142230

FHA PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 13th day of DECEMBER, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to W.J. BRADLEY MORTGAGE CAPITAL, LLC., A DELAWARE LIMITED LIABILITY COMPANY ("Lender") of the same date and covering the Property described in the Security Instrument and located at: 3345 1/2 ROWENA AVENUE, LOS ANGELES, CALIFORNIA 90027

[Property Address]

The Property is part of a planned unit development ("PUD") known as:
ROWENA LOFTS

[Name of Planned Unit Development]

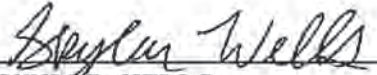
PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

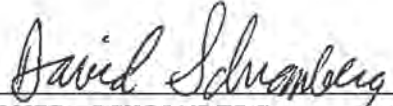
- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners' Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

12

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

 (Seal)
SKYLAR WELLS -Borrower

 (Seal)
DAVID SCHIAMBERG -Borrower

 (Seal)
MARILYN SCHIAMBERG -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

13

Loan Number: 3000142230

Date: DECEMBER 13, 2012

Property Address: 3345 1/2 ROWENA AVENUE
LOS ANGELES, CALIFORNIA 90027

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 1 of Tract No. 63131, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 1360 Pages 39 through 41, inclusive of maps, in the office of the County Recorder of said County.

Assessor's Parcel No: 5434-005-010

A.P.N. # : 5434-005-010

DocMagic eForms
www.docmagic.com

Document received by the CA 2nd District Court of Appeal.

00627

MIN: 100252230001422308

NOTE

Loan Number: 3000142230

FHA CASE NO.

197-6247233-703

DECEMBER 13, 2012
[Date]SANDY
[City]UTAH
[State]3345 1/2 ROWENA AVENUE, LOS ANGELES, CALIFORNIA 90027
[Property Address]**1. PARTIES**

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns.
 "Lender" means W.J. BRADLEY MORTGAGE CAPITAL, LLC., A DELAWARE
 LIMITED LIABILITY COMPANY and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of SEVEN HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED TWENTY AND 00/100 Dollars (U.S.\$ 742,520.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of THREE AND 375/1000 percent (3.375 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT**(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 1, 2013. Any principal and interest remaining on the first day of JANUARY, 2043, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at DEPT 1409, DENVER, COLORADO 80256

or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 3,282.65. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

☐ Growing Equity Allonge
☐ Other [specify]

☐ Graduated Payment Allonge

Bernice Arnold

00628

Document received by the CA 2nd District Court of Appeal.

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR AND 000/1000 percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. GROUNDS FOR ACCELERATION OF DEBT**(A) Default**

Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by the Security Instrument and due under this Note if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Note and the Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in the Security Instrument securing this Note.

(B) Sale Without Credit Approval

Lender shall, if permitted by applicable law (including section 341 (d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j - 3(d)) and with the prior approval of the Secretary, require immediate payment in full of all the sums due under this Note and secured by the Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(C) No Waiver

If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(D) Regulations of HUD Secretary

In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Note and the Security Instrument do not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(E) Mortgage Not Insured

Borrower agrees that if the Security Instrument and this Note are not determined to be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by the Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure the Security Instrument and this Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

8. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 4 of this Note.

Skylar Wells (Seal)
SKYLAR WELLS -Borrower

David Schiamberg (Seal)
DAVID SCHIAMBERG -Borrower

Marilyn Schiamberg (Seal)
MARILYN SCHIAMBERG -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

PAY TO THE ORDER OF:
WITHOUT RECOURSE

W.J. BRADLEY MORTGAGE CAPITAL, LLC., A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

ITS:

[Sign Original Only]

Exhibit 07

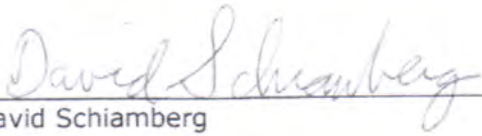
00632

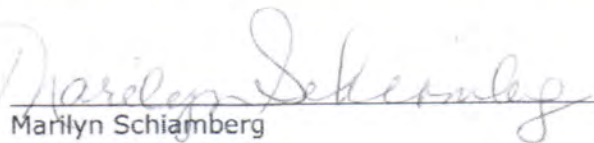
Document received by the CA 2nd District Court of Appeal.

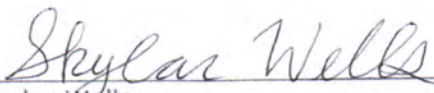
May 21, 2013

Property: 3345 1/2 Rowena Avenue, Los Angeles, CA 90027

I, David Schiamberg and I, Marilyn Schiamberg, understand and agree that we have co-signed the loan for this property as an accommodation and that Skylar Wells is the 100% owner of this property. We will at all times cooperate with any needs Skylar Wells may have in connection with the fact we are on title to this property. Including but not limited to, refinance of this property and sale of this property.


David Schiamberg


Marilyn Schiamberg


Skylar Wells

Document received by the CA 2nd District Court of Appeal.

00633

Exhibit 08

00634

Document received by the CA 2nd District Court of Appeal.

Rowena Loftis

This page is part of your document - DO NOT DISCARD



20191434431



Pages:
0010

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

12/23/19 AT 04:59PM

FEES:	44.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	119.00



LEADSHEET



201912233350047

00017654295



010389397

SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

Robert D. Hillshafer, Esq.
Loewenthal, Hillshafer & Carter, LLP
5700 Canoga Avenue, Suite 160
Woodland Hills, CA 91367



WHEN RECORDED MAIL TO

NAME: Same as above

Space Above This Line Reserved For Recorders Use Only

**CERTIFICATE OF FIRST AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
ROWENA LOFTS (TRACT 63131)**

Document received by the CA 2nd District Court of Appeal.

00636

**CERTIFICATE OF FIRST AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF
EASEMENTS FOR ROWENA LOFTS (TRACT 63131)**

Document received by the CA 2nd District Court of Appeal.

CERTIFICATE OF FIRST AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
ROWENA LOFTS (TRACT 63131)

We, Brandon Cohen, Cameron Hopkins, Martin Park, Genevieve Ko and Jay Dyckman,
certify and declare that:

We are the Owners of Lots within the Rowena Lofts project in Tract 63131 in the City of
Los Angeles, County of Los Angeles, State of California.

Various individuals are the owners of certain properties located in the County of Los
Angeles, State of California, consisting of that real property described as Lot 1 through 6 of
Tract 63131 as per Map recorded in Book 1360, pages 39 through 41 of Maps in the Office of
the County Recorder of Los Angeles County; (hereinafter referred to as the "Property").

The Declarant for the Property previously established a general plan for the protection,
maintenance, improvements and development of the Property and fixed covenants, conditions,
restrictions, easements, reservations, liens and charges upon and subject to which all the
Property and each portion thereof and for the benefit of the Declarant and each present and
future owner. Said covenants, conditions and restrictions were set forth in that certain
Declaration of Covenants, Conditions, Restrictions and Reservation of Easements
("Declaration") recorded in the office of the County Recorder of Los Angeles on or about
February 7, 2012 as Instrument No. 20120210654.

Said Declaration provides that it has been created under the laws of the State of
California for the purpose of enforcing the covenants, conditions and restrictions placed upon
the Property and protecting the value, desirability and attractiveness of the Property.

Pursuant to Article 7, Section 7.1, Owners comprising sixty-six and 2/3rds of the Owners
of Lots within the Property may cause the amendment of the Declaration. At a meeting noticed
to each and every Owner of a Lot within the Property, eighty-three and 1/3rd of the Owners (5
out of 6) voted in favor of amending the Declaration as provided herein. These same Owners have
executed the Certificate demonstrating the requisite approval.

NOW, THEREFORE the Declaration is amended as follows:

Section 1.1.11 is amended to read as follows in its entirety: "Responsible Owner shall mean and
refer to the two (2) Owners elected by all Owners to serve as their agents for the preservation,
operation, maintenance, management, repair and replacement of the common improvements
and facilities in the Easement Maintenance Areas, and for managing the sub-metering of
common utilities, on behalf of all Owners and to collect the pro rata share of expenses from
each Owner and prosecute any collection action on behalf of all Owners as their appointed
Agent."

Section 3.2.1 is amended to read as follows in its entirety: "The Responsible Owners shall serve as the agents of all Owners until replaced and shall be responsible to diligently preserve, maintain, repair and replace as necessary, the common use improvements and facilities in the Easement Maintenance Areas. The Responsible Owners shall have the express authority of the Owners to initiate and prosecute legal action for the collection of the pro rata share of expenses assessed collectively by the Owners from each Owner. The Responsible Owners shall have the discretion to retain legal counsel, the cost of which shall become an expense which shall be borne collectively in pro rata shares by the Owners hereunder. The Responsible Owners may, in their sole discretion, prosecute any such collection action in Los Angeles Superior Court and shall not be obligated to engage in binding arbitration under Section 5.2 of this Declaration.

Section 3.4 is amended to read as follows in its entirety: "Financial Responsibility. The Responsible Owners shall cause the trash collection account, insurance policy and the electrical billing account for the Easement Maintenance Areas to be placed in his or her names, and shall have charge of the financial arrangements therefor, including maintenance of a separate bank account for the Easement Maintenance Areas, payment of bills, costs and expenses, and collection of the respective shares of such costs from the Owners as well as interest on said sums at 12% per annum commencing 30 days after payment is due and attorney's fees and legal costs incurred in the prosecution of any legal action to collect the respective shares of such costs. Costs of collection including costs of any necessary legal action that are not recovered, shall be a common cost of the Owners. Two bank accounts shall be established, one for payment of the operating expenses, including trash collection, utility bills, periodic cleaning and maintenance and minor repairs, and another account for the accumulation of reserves for the replacement capital improvements. The signatures of two (2) Owners (either both Responsible Owners, or at least one of the, Responsible Owners together with either the Record Keeper or another Owner) shall be required for any single check, expenditure or withdrawal in excess of \$250.00.

Section 3.4.2. is amended to read as follows in its entirety: "The Owner shall jointly establish the amount to be prepaid by each Owner on an annual or other more frequent basis to provide sufficient funds for the operation, maintenance and repair of the Easement Maintenance Areas, including common utility costs. Each Owner shall pay such one-sixth (1/6th) share of such expenses on the first day of each month to the elected Responsible Owners and said payment shall be delinquent if not received by Responsible Owners by the fifteenth day of each month. Notice shall be mailed via first class mail by the elected Responsible Owner to each of the Owners annually to inform concerning the amount of each Owner's share and the due dates for payment of same. The Owners shall also jointly establish the amount necessary for the accumulation of reserves to replace the capital improvements in the Easement Maintenance Areas, such as repaving of the Common Use Driveway, repainting or restaining of any fences and walls and bridge railing, and replacement of the common entrance gates and related equipment. Each Owner shall pay such Owner's one-sixth (1/6th) proportional share of such reserve amount to the Responsible Owners for deposit into the reserve account, on an annual or other more frequent agreed upon basis. Notice shall be mailed via first class mail by the

elected Responsible Owner to each of the Owners annually to inform concerning the amount of each Owner's share and the due dates for payment of same.

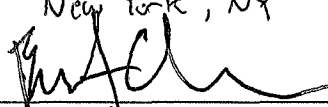
Section 5.2 shall be amended to read as follows in its entirety: "Remedies specified in this Declaration shall be deemed cumulative. Every act or omission whereby any covenant, restriction or condition in this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by an Owner, Owners. Upon a two-third's vote of the Owners, the Responsible Owners may act as the representatives of the Owners in an action to enjoin or abate a nuisance. Such actions may be filed in any court of competent jurisdiction in the discretion of the filing party or parties. Upon mutual agreement of the disputing parties, such disputes may be arbitrated upon such terms and conditions agreed to by the parties. The failure of any Owners or Responsible Owners to enforce any of the covenants, restrictions or conditions contained herein shall not be deemed a waiver of the right to enforce the same thereafter or to enforce any other covenant, restriction or condition herein."

Section 5.3 shall be amended to read as follows in its entirety: "Owners collectively shall indemnify, defend and hold harmless the Responsible Owners to the fullest extent permitted under California law, in any action, claim, complaint, lawsuit, cross-complaint, judgment or the like, brought by another Owner arising out of or directly or indirectly relating to Responsible Owner's good faith prosecution of any action to collect an Owner's pro rata share of expenses assessed under this Declaration or any enforcement action concerning covenants, restrictions or conditions hereunder, brought as the agent of the Owners which has been approved by a vote of two-thirds (2/3rd) of the Owners at a meeting of the Owners under Section 5.2 hereof.

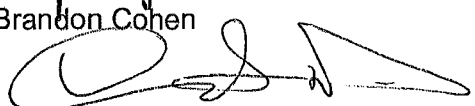
Section 5.4 shall be amended to read as follows in its entirety: "In the event of a dispute between an Owner and another Owner or Responsible Owners acting as agents of the Owners, relating to enforcement of this Declaration, excluding actions for collection of pro rata shares of expenses assessed to each Owner, the party seeking to enforce shall comply with the Alternative Dispute Resolution provisions as set forth in Civil Code Section 5925-5955."

Section 9.4 shall be amended to read as follows in its entirety: "In the event the Declarant, any Owner or Owners jointly, or the Responsible Owners acting as agent for the Owners collectively should commence any legal or equitable action or proceeding, including judicial reference or binding arbitration, to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover, have judgment against and recover from the other party in such proceeding reasonable attorney's fees and costs of court, judicial reference or arbitration as the court, referee or arbitrator may determine reasonable and appropriate.

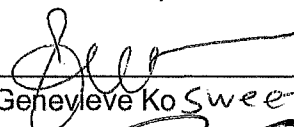
I declare under penalty of perjury according to the laws of the State of California that the foregoing is true and correct. Executed in ~~Los Angeles, California~~ New York, NY on September 22, 2019.



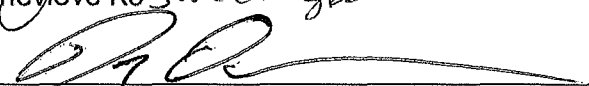
Brandon Cohen



Cameron Hopkins



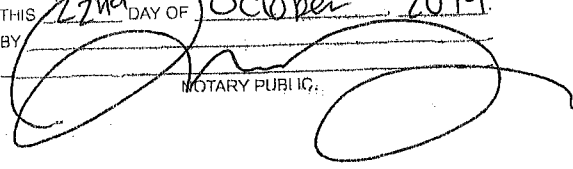
Genevieve Ko Sweet gks



Jay Dyckman



Martin Park

STATE OF New York
COUNTY OF New York
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 22nd DAY OF October, 2019.
BY 

NOTARY PUBLIC

DAVID M ZIDEK JR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01Z16394330
Qualified in New York County
My Commission Expires 07-01-2023

See Attached Notary Public
Certificate

Exhibit 09

00642

Document received by the CA 2nd District Court of Appeal.

Sevan Gobel (SBN: 221768)
sgobel@lbbklaw.com
Artin Avetisove (SBN: 258777)
aavetisove@lbbklaw.com
LAGASSE BRANCH BELL + KINKEAD LLP
626 Wilshire Blvd., Suite 1000
Los Angeles, CA 90017
Telephone: (213) 817-9152
Facsimile: (213) 817-9154

Attorneys for Defendants
Cameron Hopkins and Jay Dyckman

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SKYLER WELLS,

Plaintiff,

vs.

CAMERON HOPKINS, an individual; and JAY
DYCKMAN, an individual,

Defendants.

CASE NO. 22STCV05843

**DEFENDANT CAMERON HOPKINS
AND JAY DYCKMAN'S RESPONSE TO
PLAINTIFF SKYLER WELLS'
REQUEST FOR PRODUCTION OF
DOCUMENTS, SET ONE**

Judge: Hon. Wendy Chang
Dept.: 36

Complaint filed: 02/16/2022
First Amended Complaint filed: 03/29/2022
Second Amended Complaint filed: 12/09/2022
Third Amended Complaint filed: 12/26/2023
Fourth Amended Complaint filed: 06/09/2023
Trial date: 01/10/2025

CAMERON HOPKINS, an individual,

Cross-Complainant,

vs.

SKYLER WELLS aka SKYLAR WELLS, an
individual; DAVID SCHIAMBERG, an
individual; MARILYN SCHIAMBERG, an
individual, and ROES 1-20

Cross-Defendants.

PROPOUNDING PARTY: Plaintiff SKYLER WELLS

RESPONDING PARTY: Defendants CAMERON HOPKINS and JAY DYCKMAN

SET NO.: One (1)

Defendants CAMERON HOPKINS and JAY DYCKMAN (Responding Party or Defendants) responds to Plaintiff SKYLER WELLS Request for Production of Documents, Set One, as follows:

RESPONSES TO REQUEST FOR PRODUCTION OF DOCUMENTS

Defendants' responds to Propounding Party's Request for Production of Documents, Set One as follows.

REQUEST FOR PRODUCTION NO. 1:

All DOCUMENTS RELATING to a request for individual notice from the ASSOCIATION provided by the owners of the SUBJECT PROPERTY to YOU prior to August 2019 pursuant to California Civil Code § 4040.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request.

REQUEST FOR PRODUCTION NO. 2:

All DOCUMENTS RELATING to a request for individual notice from the ASSOCIATION provided by the owners of the OTHER PROPERTIES to YOU prior to August 2019 pursuant to California Civil Code § 4040.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request.

REQUEST FOR PRODUCTION NO. 3:

All DOCUMENTS RELATING to a written notice to the ASSOCIATION of the preferred delivery method for receiving notices from the ASSOCIATION by the owners of the SUBJECT PROPERTY provided to YOU prior to August 2019 pursuant to California Civil Code § 4041.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request.

///

REQUEST FOR PRODUCTION NO. 4:

All DOCUMENTS RELATING to a written notice to the ASSOCIATION of the preferred delivery method for receiving notices from the ASSOCIATION by the owners of the OTHER PROPERTIES provided to YOU prior to August 2019 pursuant to California Civil Code § 4041.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request.

REQUEST FOR PRODUCTION NO. 5:

All DOCUMENTS RELATING to the text of the proposed amendment to the CC&Rs with the ballot provided by YOU to the owners of the SUBJECT PROPERTY between August 2019 and December 2019 pursuant to California Civil Code § 5115(c) and (g).

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and

subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request.

REQUEST FOR PRODUCTION NO. 6:

All DOCUMENTS RELATING to the text of the proposed amendment to the CC&Rs with the ballot provided by YOU to the owners of the OTHER PROPERTIES between August 2019 and December 2019 pursuant to California Civil Code § 5115(c) and (g).

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request. Upon information and belief, any documents responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA 91367.

REQUEST FOR PRODUCTION NO. 7:

All DOCUMENTS EVIDENCING that the text of the proposed amendment to the CC&Rs with the ballot provided by YOU to the owners of the SUBJECT PROPERTY between August 2019 and December 2019 pursuant to California Civil Code § 5115(c) and (g) was sent via first-class mail, registered or certified mail, express mail, or overnight delivery by an express service carrier addressed to the owners of the SUBJECT PROPERTY at the address last shown on the books of the ASSOCIATION pursuant to California Civil Code § 4040.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request. Upon information and belief, any documents responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA 91367.

REQUEST FOR PRODUCTION NO. 8:

All DOCUMENTS EVIDENCING that the text of the proposed amendment to the CC&Rs with the ballot provided by YOU to the owners of the OTHER PROPERTIES between August 2019 and December 2019 pursuant to California Civil Code § 5115(c) and (g) was sent via first-class mail, registered or certified mail, express mail, or overnight delivery by an express service carrier addressed to the owners of the OTHER PROPERTIES at the addresses last shown on the books of the ASSOCIATION pursuant to California Civil Code § 4040.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule,

and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request. Upon information and belief, any documents responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA 91367.

REQUEST FOR PRODUCTION NO. 9:

All DOCUMENTS EVIDENCING that the text of the proposed amendment to the CC&Rs with the ballot provided by YOU to the owners of the SUBJECT PROPERTY between August 2019 and December 2019 pursuant to California Civil Code § 5115(c) and (g) was sent via a valid email address, which did not result in a bounce or other error notification indicating failure of the email message, pursuant to California Civil Code § 4041.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request. Upon information and belief, any documents responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA 91367.

///

REQUEST FOR PRODUCTION NO. 10:

All DOCUMENTS EVIDENCING that the text of the proposed amendment to the CC&Rs with the ballot provided by YOU to the owners of the OTHER PROPERTIES between August 2019 and December 2019 pursuant to California Civil Code § 5115(c) and (g) was sent via valid email addresses, which did not result in a bounce or other error notification indicating failure of the email message, pursuant to California Civil Code § 4041.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request. Upon information and belief, any documents responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA 91367.

REQUEST FOR PRODUCTION NO. 11:

All DOCUMENTS RELATING to the ballot and a copy of election operation rules for the proposed amendment to the CC&Rs provided by YOU to the owners of the SUBJECT PROPERTY between August 2019 and December 2019 pursuant to California Civil Code § 5105(h)(4).

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of

1 item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and
2 ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of
3 admissible evidence. Responding Party also objects to the extent the Request seeks information
4 and documents that are protected by the attorney-client privilege, attorney work-product rule,
5 and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and
6 subject thereto, Responding Party responds as follows to the extent it is able to understand this
7 Request: Responding Party will comply with this Request.

8 **REQUEST FOR PRODUCTION NO. 12:**

9 All DOCUMENTS RELATING to the ballot and a copy of election operation rules for
10 the proposed amendment to the CC&Rs provided by YOU to the owners of the OTHER
11 PROPERTIES between August 2019 and December 2019 pursuant to California Civil Code §
12 5105(h)(4).

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

14 Objection. This Request is improper because it fails to designate documents by
15 specifically describing each individual item or by reasonably particularizing each category of
16 item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and
17 ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of
18 admissible evidence. Responding Party also objects to the extent the Request seeks information
19 and documents that are protected by the attorney-client privilege, attorney work-product rule,
20 and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and
21 subject thereto, Responding Party responds as follows to the extent it is able to understand this
22 Request: After a reasonable search and diligent inquiry, Responding Party is not in possession
23 of any documents responsive to this request. Upon information and belief, any documents
24 responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of
25 Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA
26 91367.

27 ///

28 ///

REQUEST FOR PRODUCTION NO. 13:

All DOCUMENTS EVIDENCING that the ballot and a copy of election operation rules for the proposed amendment to the CC&Rs provided by YOU to the owners of the SUBJECT PROPERTY between August 2019 and December 2019 pursuant to California Civil Code § 5105(h)(4) was sent via first-class mail, registered or certified mail, express mail, or overnight delivery by an express service carrier addressed to the owners of the SUBJECT PROPERTY at the address last shown on the books of the ASSOCIATION pursuant to California Civil Code § 4040.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request. Upon information and belief, any documents responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA 91367.

REQUEST FOR PRODUCTION NO. 14:

All DOCUMENTS EVIDENCING that the ballot and a copy of election operation rules for the proposed amendment to the CC&Rs provided by YOU to the owners of the OTHER PROPERTIES between August 2019 and December 2019 pursuant to California Civil Code § 5105(h)(4) was sent via first-class mail, registered or certified mail, express mail, or overnight delivery by an express service carrier addressed to the owners of the OTHER PROPERTIES at

the addresses last shown on the books of the ASSOCIATION pursuant to California Civil Code § 4040.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request. Upon information and belief, any documents responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA 91367.

REQUEST FOR PRODUCTION NO. 15:

All DOCUMENTS EVIDENCING that the ballot and a copy of election operation rules for the proposed amendment to the CC&Rs provided by YOU to the owners of the SUBJECT PROPERTY between August 2019 and December 2019 pursuant to California Civil Code § 5105(h)(4) was sent via a valid email address, which did not result in a bounce or other error notification indicating failure of the email message, pursuant to California Civil Code § 4041.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information

1 and documents that are protected by the attorney-client privilege, attorney work-product rule,
2 and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and
3 subject thereto, Responding Party responds as follows to the extent it is able to understand this
4 Request: After a reasonable search and diligent inquiry, Responding Party is not in possession
5 of any documents responsive to this request. Upon information and belief, any documents
6 responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of
7 Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA
8 91367.

9 **REQUEST FOR PRODUCTION NO. 16:**

10 All DOCUMENTS EVIDENCING that the ballot and a copy of election operation rules
11 for the proposed amendment to the CC&Rs provided by YOU to the owners of the OTHER
12 PROPERTIES between August 2019 and December 2019 pursuant to California Civil Code §
13 5105(h)(4) was sent via valid email addresses, which did not result in a bounce or other error
14 notification indicating failure of the email message, pursuant to California Civil Code § 4041.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 16:**

16 Objection. This Request is improper because it fails to designate documents by
17 specifically describing each individual item or by reasonably particularizing each category of
18 item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and
19 ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of
20 admissible evidence. Responding Party also objects to the extent the Request seeks information
21 and documents that are protected by the attorney-client privilege, attorney work-product rule,
22 and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and
23 subject thereto, Responding Party responds as follows to the extent it is able to understand this
24 Request: After a reasonable search and diligent inquiry, Responding Party is not in possession
25 of any documents responsive to this request. Upon information and belief, any documents
26 responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of
27 Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA
28 91367.

REQUEST FOR PRODUCTION NO. 17:

All DOCUMENTS RELATING to the tabulated results for the proposed amendment to the CC&Rs provided by YOU to the owners of the SUBJECT PROPERTY between August 2019 and January 2020 pursuant to California Civil Code § 5120(b).

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request. Upon information and belief, any documents responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA 91367.

REQUEST FOR PRODUCTION NO. 18:

All DOCUMENTS RELATING to the tabulated results for the proposed amendment to the CC&Rs provided by YOU to the owners of the OTHER PROPERTIES between August 2019 and January 2020 pursuant to California Civil Code § 5120(b).

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information

1 and documents that are protected by the attorney-client privilege, attorney work-product rule,
2 and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and
3 subject thereto, Responding Party responds as follows to the extent it is able to understand this
4 Request: After a reasonable search and diligent inquiry, Responding Party is not in possession
5 of any documents responsive to this request. Upon information and belief, any documents
6 responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of
7 Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA
8 91367.

9 **REQUEST FOR PRODUCTION NO. 19:**

10 All DOCUMENTS EVIDENCING that the tabulated results for the proposed amendment
11 to the CC&Rs provided by YOU to the owners of the SUBJECT PROPERTY between August
12 2019 and January 2020 pursuant to California Civil Code § 5120(b) was sent via first-class mail,
13 registered or certified mail, express mail, or overnight delivery by an express service carrier
14 addressed to the owners of the SUBJECT PROPERTY at the address last shown on the books of
15 the ASSOCIATION pursuant to California Civil Code § 4040.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

17 Objection. This Request is improper because it fails to designate documents by
18 specifically describing each individual item or by reasonably particularizing each category of
19 item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and
20 ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of
21 admissible evidence. Responding Party also objects to the extent the Request seeks information
22 and documents that are protected by the attorney-client privilege, attorney work-product rule,
23 and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and
24 subject thereto, Responding Party responds as follows to the extent it is able to understand this
25 Request: After a reasonable search and diligent inquiry, Responding Party is not in possession
26 of any documents responsive to this request. Upon information and belief, any documents
27 responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of
28

Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA 91367.

REQUEST FOR PRODUCTION NO. 20:

All DOCUMENTS EVIDENCING that the tabulated results for the proposed amendment to the CC&Rs provided by YOU to the owners of the OTHER PROPERTIES between August 2019 and January 2020 pursuant to California Civil Code § 5120(b) was sent via first-class mail, registered or certified mail, express mail, or overnight delivery by an express service carrier addressed to the owners of the OTHER PROPERTIES at the addresses last shown on the books of the ASSOCIATION pursuant to California Civil Code § 4040.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request. Upon information and belief, any documents responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA 91367.

REQUEST FOR PRODUCTION NO. 21:

All DOCUMENTS EVIDENCING that the tabulated results for the proposed amendment to the CC&Rs provided by YOU to the owners of the SUBJECT PROPERTY between August 2019 and January 2020 pursuant to California Civil Code § 5120(b) was sent via a valid email

address, which did not result in a bounce or other error notification indicating failure of the email message, pursuant to California Civil Code § 4041.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request. Upon information and belief, any documents responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA 91367.

REQUEST FOR PRODUCTION NO. 22:

All DOCUMENTS EVIDENCING that the tabulated results for the proposed amendment to the CC&Rs provided by YOU to the owners of the OTHER PROPERTIES between August 2019 and January 2020 pursuant to California Civil Code § 5120(b) was sent via valid email addresses, which did not result in a bounce or other error notification indicating failure of the email message, pursuant to California Civil Code § 4041.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information

and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request. Upon information and belief, any documents responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA 91367.

REQUEST FOR PRODUCTION NO. 23:

All DOCUMENTS that reflect COMMUNICATIONS between YOU and any PERSON, between August 2019 and January 2020, RELATING to the proposed amendment to the CC&Rs.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

Objection. This Request is improper because it fails to designate documents by specifically describing each individual item or by reasonably particularizing each category of item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of admissible evidence. Responding Party also objects to the extent the Request seeks information and documents that are protected by the attorney-client privilege, attorney work-product rule, and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and subject thereto, Responding Party responds as follows to the extent it is able to understand this Request: After a reasonable search and diligent inquiry, Responding Party is not in possession of any documents responsive to this request. Upon information and belief, any documents responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA 91367.

REQUEST FOR PRODUCTION NO. 24:

All DOCUMENTS that reflect COMMUNICATIONS between YOU and any PERSON

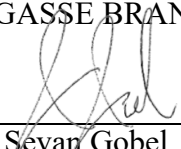
1 between August 2019 and January 2020, RELATING to the voting on the proposed amendment
2 to the CC&Rs.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 24:**

4 Objection. This Request is improper because it fails to designate documents by
5 specifically describing each individual item or by reasonably particularizing each category of
6 item in contravention of *Code of Civil Procedure* § 2031.030(c)(1). This Request is vague and
7 ambiguous as phrased. This Request is not reasonably calculated to lead to the discovery of
8 admissible evidence. Responding Party also objects to the extent the Request seeks information
9 and documents that are protected by the attorney-client privilege, attorney work-product rule,
10 and/or were prepared in anticipation of litigation. Without waiving the foregoing objections and
11 subject thereto, Responding Party responds as follows to the extent it is able to understand this
12 Request: After a reasonable search and diligent inquiry, Responding Party is not in possession
13 of any documents responsive to this request. Upon information and belief, any documents
14 responsive to this Request (if any) may be in the possession of Robert D. Hillshafer, Esq. of
15 Loewenthal, Hillshafer & Carter, LLP, 5700 Canoga Ave., Suite 160, Woodland Hills, CA
16 91367.

17
18 Dated: July 15, 2024

LAGASSE BRANCH BELL + KINKEAD LLP

19
20 By: 
21 Sevan Gobel
22 Artin Avetisove
23 Attorneys for Defendants
24 Cameron Hopkins and Jay Dyckman

Case: Skyler Wells v. Cameron Hopkins, et al.
Case No.: 22STCV05843

VERIFICATION

I, Cameron Hopkins, declare:

I am the Defendant in the above-entitled action. I have read the foregoing
**DEFENDANT CAMERON HOPKINS AND JAY DYCKMAN'S RESPONSE TO
PLAINTIFF SKYLER WELLS' REQUEST FOR PRODUCTION OF DOCUMENTS,
SET ONE**, on file herein and know the contents thereof. To the extent I have personal
knowledge of the matters set forth herein, the same are true and correct. Insofar as said
matters are a composite of the information of many individuals, I do not have personal
knowledge concerning all of the information contained in said Response, but I am informed
and believe that the information set forth therein for which I lack personal knowledge is true
and correct.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed in VENTURA, California on July 10, 2024.


Cameron Hopkins

Case: Skyler Wells v. Cameron Hopkins, et al.
Case No.: 22STCV05843

VERIFICATION

I, Jay Dyckman, declare:

I am the Defendant in the above-entitled action. I have read the foregoing
**DEFENDANT CAMERON HOPKINS AND JAY DYCKMAN'S RESPONSE TO
PLAINTIFF SKYLER WELLS' REQUEST FOR PRODUCTION OF DOCUMENTS, SET
ONE**, on file herein and know the contents thereof. To the extent I have personal knowledge of
the matters set forth herein, the same are true and correct. Insofar as said matters are a composite
of the information of many individuals, I do not have personal knowledge concerning all of the
information contained in said Response, but I am informed and believe that the information set
forth therein for which I lack personal knowledge is true and correct.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed in Los Angeles, California on July 11, 2024.


Jay Dyckman

Case: Skyler Wells v. Cameron Hopkins, et al.

SUPERIOR COURT OF CALIFORNIA LOS ANGELES COUNTY	COURT USE ONLY
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): TELEPHONE NO.: Sevan Gobel (SBN : 221768) Tel: (213) 817-9152 sgobel@lbbklaw.com Artin Avetisove (SBN: 258777) aavetisove@lbbklaw.com LAGASSE BRANCH BELL + KINKEAD LLP 626 Wilshire Blvd. Suite 1000 Los Angeles, CA 90017	
SHORT CASE TITLE Skyler Wells v. Cameron Hopkins, et al.	Judge: Hon. Wendy Chang Dept.: 36
ATTORNEY FOR DEFENDANTS: CAMERON HOPKINS AND JAY DYCKMAN	CASE NUMBER: 22STCV05843

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 626 Wilshire Blvd, Suite 1000, Los Angeles, CA 90017.

On **July 15, 2024**, I caused to be served the within document(s):

- 1. DEFENDANT CAMERON HOPKINS AND JAY DYCKMAN'S RESPONSE TO PLAINTIFF SKYLER WELLS' REQUEST FOR ADMISSIONS, SET ONE**
- 2. DEFENDANT CAMERON HOPKINS AND JAY DYCKMAN'S RESPONSE TO PLAINTIFF SKYLER WELLS' REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE**
- 3. DEFENDANT CAMERON HOPKINS AND JAY DYCKMAN'S DOCUMENT PRODUCTION BATES STAMPED DEFENDANTS_000001-000015**

for each addressee named hereafter and addressed as follows:

James C. Diefenbach
DIEFENBACH LAW GROUP
11835 Carmel Mountain Rd., Suite 1304-313
San Diego CA 92128
Telephone: (858) 524-4950
james@diefenbachlawgroup.com
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Facsimile: (833) 830-1240
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**Attorneys for Defendant/Cross-Complainant,
Cameron Hopkins, an Individual**

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JBE@ezerwilliamsonlaw.com
rew@ezerwilliamsonlaw.com
**Attorneys for Cross-Defendants David
Schiamberg and Marilyn Schiamberg**

- (X) **ONLY BY ELECTRONIC TRANSMISSION.** Only by e-mailing the document(s) to the persons at the e-mail address(es) listed pursuant to Code of Civil Procedure section 1010.6. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission.

Document received by the CA 2nd District Court of Appeal.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 15, 2024, at San Diego, California.



Lisa Rodriguez

Document received by the CA 2nd District Court of Appeal.

Exhibit 10

00665

Document received by the CA 2nd District Court of Appeal.

SWEDELSONGOTTLIEB

David C. Swedelson, Esq., SBN 84490
Joan E. Lewis-Heard, Esq., SBN 125888
11900 West Olympic Blvd., Suite 700
Los Angeles, California 90064
Tel: (310) 207-2207
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Attorneys for Petitioners

MICHAEL KREMIN, SCOTT BOXENBAUM, PAUL ASPLUND,
KARL DUNN, LEE GONZALEZ, ROBB DICKEHUT, JEAN PARK,
MATTHEW PARK and MARTIN PARK

FILED
Superior Court of California
County of Los Angeles
SEP 30 2016
Sherri R. Carter, Executive Officer/Clerk
By: Steve Temblador Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES -STANLEY MOSK COURTHOUSE
UNLIMITED JURISDICTION

MICHAEL KREMIN, an individual; SCOTT
BOXENBAUM, an individual; PAUL
ASPLUND, an individual; KARL DUNN, an
individual; LEE GONZALEZ, an individual;
ROBB DICKEHUT, an individual; JEAN
PARK, an individual; MATTHEW PARK an
individual; and MARTIN PARK, an
individual;

Petitioners.

v.

SKYLER WELLS, an individual;

Respondent.

CASE NO. BS162671

Assigned to Ernest M. Hiroshige, Dept. 54
for all purposes

**PROPOSED JUDGMENT AND
CONFIRMATION OF
ARBITRATION AWARD**

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

On June 30, 2016 the Notice of Motion/Hearing on the petition to confirm the
Arbitration Award, presented by Petitioners, MICHAEL KREMIN, an individual; SCOTT
BOXENBAUM, an individual; PAUL ASPLUND, an individual; KARL DUNN, an individual;
LEE GONZALEZ, an individual; ROBB DICKEHUT, an individual; JEAN PARK, an

1 individual; MATTHEW PARK an individual; and MARTIN PARK an individual;
2 ("Petitioners") came on for a duly noticed and served hearing to confirm the Arbitration Award
3 and enter Judgment thereon against Respondent SKYLER WELLS, an individual
4 ("Respondent" or "Wells"), before Hon. Ernest M. Hiroshige, which was continued by the court
5 at Respondent's request to July 19, 2016. On July 19, 2016, oral argument ensued before the
6 court on both Petitioners' Motion to Confirm the Arbitration Award and Respondent's Cross-
7 Petition to Vacate the Arbitration Award.

8 David C. Swedelson, Esq. of SwedelsonGottlieb appeared on behalf of Petitioners,
9 MICHAEL KREMIN, an individual; SCOTT BOXENBAUM, an individual; PAUL
10 ASPLUND, an individual; KARL DUNN, an individual; LEE GONZALEZ, an individual;
11 ROBB DICKEHUT, an individual; JEAN PARK, an individual; MATTHEW PARK an
12 individual; and MARTIN PARK an individual.

13 Respondent, Skyler Wells appeared by Steven R. Lovett, Esq., his attorney.

14 The court granted Respondent Wells' request for supplemental briefing to which
15 Petitioners were given the opportunity to respond. The matter was thereafter submitted on the
16 briefs and after review of the Petition, the Cross-Petition and after having determined that the
17 Petition and Notice of the Motion/Hearing has been properly served and oral argument being
18 heard, if any, and **GOOD CAUSE APPEARING THEREFORE**; the court on August 30,
19 2016 ordered that: The Petition to Confirm the Arbitration Award was GRANTED and the
20 Cross-Petition to Vacate the Arbitration Ward was DENIED.

21 **THEREFORE, IT IS ORDERED ADJUDGED AND DECREED** as to the Address
22 Sign (street numbers) that Wells is ordered to pay the other homeowners the sum of \$1,048.00 for
23 the cost of moving back the address sign to its original condition.

24 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to the Pedestrian
25 Promenade, that Wells is ordered not to interfere with the legitimate use by other owners, of the
26 Pedestrian Promenade Easement from the street to all residences as set forth in Section 1.1.5.3 of the
27 CC&Rs and related provisions.
28

1 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to Lot 1 Landscaping
2 that the majority of the homeowners have the right, duty and obligation to maintain, manage,
3 operate, repair, and/or replace the landscaping on Lot I as a part of the Easement Maintenance Areas
4 as provided by the CC&Rs and that Wells is ordered to pay the sum of \$3,540.00 to the other
5 owners for restoring the landscaping and is enjoined from interfering with the maintenance of said
6 landscaping by the owners.

7 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to the Trees, that the
8 4 trees that are no longer at the front of the property may be restored by the homeowners
9 collectively. The cost of this item is included in the Lot 1 landscaping amount of \$3,540.00 set forth
10 above.

11 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to the Primary
12 Pedestrian Security Gate, that the Arbitrator declares that the gate is a part of the Pedestrian
13 Promenade Easements and the will of the majority of the owners shall prevail, as to any
14 modifications to the gate and that Wells is ordered not to interfere with any such modifications.

15 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to the City Parkway,
16 that Wells is ordered to comply with the CC&Rs as it relates to the landscaping, maintenance and
17 signs on the City Parkway and not modify landscaping or irrigation in the Easement Maintenance
18 Areas.

19 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to Restoration of
20 Lighting that the majority of the owners may restore the exterior lighting on Lot 1 to its original
21 condition or a suitable alternative, as determined by them. That cost is included in the Lot 1
22 landscaping amount of \$3,540.00 as set forth above.

23 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to Unpaid Fees, that
24 Wells is ordered to pay the unpaid fees of \$6,748.19, plus \$350.00 per month for each month after
25 January 2016 for a total of \$8,498.19 through June of 2016, together with interest if applicable, per
26 the CC&Rs.

27 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to the American
28

1 Arbitration Association Fees and Charges, that the fees and charges of the American Arbitration
2 Association shall be paid as incurred. The arbitrator's compensation in the amount of \$44,100.00
3 shall be equally borne (50/50) by Mr. Wells on the one hand, and the other homeowners on the other
4 hand. The administrative fees and expenses of the AAA totaling \$2,930.00 are to be borne as
5 incurred. The compensation and expenses of the Arbitrator totaling \$44,100.00 are to be borne
6 \$22,050.00 by Skyler Wells; \$4,410.00 by Michael Kremin; \$4,410.00 by Scott Boxenbaum;
7 \$4,410.00 by Paul Asplund and Karl Dunn; \$4,410.00 by Lee Gonzalez and Robb Dickehut;
8 \$4,410.00 by Jean Park, Matthew Park and Martin Park. Therefore, Wells is ordered to pay
9 Petitioners as follows: Michael Kremin, the amount of \$2,940.00; Scott Boxenbaum, the amount of
10 \$2,940.00; Paul Asplund and Karl Dunn, the amount of \$2,940.00; Lee Gonzalez and Robb
11 Dickehut, the amount of \$2,940.00; and Jean Park, Matthew Park and Martin Park, the amount of
12 \$2,940.00.

13 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to Attorneys' Fees,
14 that attorneys' fees and costs are awarded in favor of Petitioners and against Respondent Wells
15 in the sum of \$87,580.00.

16 **THEREFORE, IT IS FURTHER ORDERED ADJUDGED AND DECREED** that
17 the arbitration award be, and is hereby confirmed, and that Judgment is entered thereon and
18 herein against Skyler Wells, an individual in the principal amount of **\$115,016.19** calculated as
19 follows:

20	Street Sign:	\$ 1,048.00
21	Landscaping/Trees:	\$ 3,540.00
22	Unpaid Fees through June 2016:	\$ 8,498.19 (\$6,748.19 plus \$350.00 per month for each 23 month after Jan. 2016) and (continuing thereafter at \$350.00 per month)
24	Costs	\$ 14,700.00 (\$2,940 x 5)
25	<u>Attorneys' Fees:</u>	<u>\$ 87,580.00</u>
26	Total	\$115,016.19

27 **AND IT IS FURTHER ORDERED ADJUDGED AND DECREED** that the Total
28

1 Judgment Amount of \$115,016.19 is payable by Wells to Petitioners as follows:

- 2 a. \$ 23,003.24 in favor of Michael Kremin;
3 b. \$ 23,003.24 in favor of Scott Boxenbaum;
4 c. \$ 23,003.24 in favor of Paul Asplund and Karl Dunn, jointly;
5 d. \$ 23,003.24 in favor of Lee Gonzalez and Robb Dickehut, jointly;
6 e. \$ 23,003.23 in favor of Jean Park, Matthew Park and Martin Park, jointly

7 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** that attorneys' fees in
8 the sum of \$ Ø and costs in the sum of \$ Ø be entered on the Judgment for
9 attorneys' fees incurred in the preparation of this Petition and supporting papers, and incurred
10 since the entry of attorneys' fees on the award by the Arbitrator, and for interest on the
11 Judgment from the date of entry through satisfaction at the rate of 10% per annum.

12
13 **IT IS SO ORDERED**

14
15 Dated 9-30, 2016


Hon. Ernest M. Hiroshige
Judge of the Superior Court

Document received by the CA 2nd District Court of Appeal.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles. I am over the age of eighteen (18) years and am not a party to the within action. My business address is: 11900 W. Olympic Blvd., Suite 700, Los Angeles, CA 90064.

On August 31, 2016, I served a copy of the following document(s): **[PROPOSED] JUDGMENT AND CONFIRMATION OF ARBITRATION AWARD** on the interested party in this action addressed as follows:

SEE ATTACHED SERVICE LIST

- ☒ (Via First Class Mail) I am readily familiar with the firm's procedures for collecting and processing correspondence for mailing and that pursuant to such procedure, such envelope would be deposited in the U.S. Postal Service on this same day with postage thereon fully prepaid at Los Angeles, California. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing listed in the affidavit.
- ☐ (Via Overnight Service) I am readily familiar with the firm's practice of collecting and processing correspondence for delivery by overnight delivery service. In accordance with that practice the documents would be delivered to an authorized courier or driver authorized by the express courier to receive documents, in an envelope or package designated by the express service carrier with delivery fees paid or provided for, addressed to the person on whom it is to be served, at the office address as last given by that person on any document filed in the cause and served on the party making service; otherwise at the party's place of residence.
- ☐ (Via Personal Service) I caused the above-referenced document(s) to be personally delivered to the office of the person(s) listed below.
- ☐ (Via Electronic Mail) On said date, I transmitted the aforementioned document(s) to the person(s) at the e-mail address(es) listed. My e-mail address is: alinda@sghoalaw.com; I did not receive, within a reasonable amount of time after the transmission, any e-mail or other indication that the transmission was unsuccessful.
- ☐ (Via Facsimile) By transmitting from my business address a true copy thereof sending facsimile machine (310) 207-2115, addressed to each individual at its facsimile telephone number set forth above.
- ☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 31, 2016**, at Los Angeles, California.


ALINDA TURNER

SERVICE LIST

Steven R. Lovett, Esq.
Law Office of Steven R. Lovett
21860 Burbank Blvd., Ste. 130
Woodland Hills, CA 91367-6492
Phone: (818) 999-9397
Facsimile: (818) 999-5048
E-mail: slovett@lovettlawusa.com

ATTORNEYS FOR RESPONDENT
Skyler Wells

9/10/2018

James C. Diefenbach (SBN 286177)
DIEFENBACH LAW GROUP
11835 Carmel Mountain Road, Ste. 1304-313
San Diego, CA 92128
Phone: (858) 524-4950
Fax: (866) 606-4703
Email: james@diefenbachlawgroup.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
9/30/2024 12:00 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Hung, Deputy Clerk

Attorney for Cross-Defendant
SKYLER WELLS

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL JUDICIAL DISTRICT

SKYLER WELLS

Plaintiff.

vs.

CAMERON HOPKINS, and JAY DYCKMAN

Defendants.

CAMERON HOPKINS

Cross-Complainant.

vs.

SKYLER WELLS, DAVID SCHIAMBERG,
MARILYN SCHIAMBERG, and ROES 1-20

Cross-Defendants.

) Case No. 22STCV05843

) [Unlimited Civil Action]

) **CROSS-DEFENDANT SKYLER WELLS**
) **REQUEST FOR JUDICIAL NOTICE**

) *[Filed Concurrently with Motion for Summary*
) *Adjudication of Issues, Declaration of Skyler*
) *Wells, Separate Statement, Compendium of*
) *Exhibits, and Proposed Order]*

) **DEPT:** 36

) **JUDGE:** Hon. Wendy Chang

) **DATE:** January 23, 2025

) **TIME:** 8:30 am

) **RESERVATION ID:** 867108915190

1 **TO THE COURT, CROSS-COMPLAINANT AND HIS ATTORNEY OF RECORD:**

2 Pursuant to California Evidence Code Sections 451, 452, and 453, Cross-Defendant Skyler
3 Wells ("Cross-Defendant") hereby requests that this Court take judicial notice of the following
4 documents and records in ruling on his Motion for Summary Adjudication of Issues:
5

6 1. Rowena Lofts Community Tract Map filed in Los Angeles County. A true and correct
7 copy of which is hereto attached as Exhibit "A".

8 Judicial notice of this document is proper under EVID § 452(h) ("Facts and propositions that
9 are not reasonably subject to dispute and are capable of immediate and accurate determination by
10 resort to sources of reasonably indisputable accuracy.").

11 2. Rowena Lofts Community Declaration of Covenants, Conditions, and Restrictions filed in
12 Los Angeles County on February 7, 2012. A true and correct copy of which is hereto attached as
13 Exhibit "B".

14 Judicial notice of this document is proper under EVID § 452(h) ("Facts and propositions that
15 are not reasonably subject to dispute and are capable of immediate and accurate determination by
16 resort to sources of reasonably indisputable accuracy.").

17 3. Lot 1 Loan Note and Security Instrument filed in Los Angeles County on December 28,
18 2012. A true and correct copy of which is hereto attached as Exhibit "C".

19 Judicial notice of this document is proper under EVID § 452(h) ("Facts and propositions that
20 are not reasonably subject to dispute and are capable of immediate and accurate determination by
21 resort to sources of reasonably indisputable accuracy.").

22 4. Rowena Lofts Community 2019 Amendment to the CC&Rs filed in Los Angeles County
23 on December 23, 2019. A true and correct copy of which is hereto attached as Exhibit "D".

24 Judicial notice of this document is proper under EVID § 452(h) ("Facts and propositions that
25 are not reasonably subject to dispute and are capable of immediate and accurate determination by
26 resort to sources of reasonably indisputable accuracy.").

27 5. Los Angeles Superior Court Case No. BS162671 Judgment and Confirmation of
28 Arbitration Award. A true and correct copy of which is hereto attached as Exhibit "E".

1 Judicial notice of this record is proper under EVID § 452(d) ("Records of (1) any court of
2 this state or (2) any court of record of the United States or of any state of the United States.").

3
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5 DATED: September 25, 2024

Respectfully submitted,

DIEFENBACH LAW GROUP

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James C. Diefenbach
Attorney for Cross-Defendant
SKYLER WELLS

Exhibit A

00676

Document received by the CA 2nd District Court of Appeal.

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA
FOR SUBDIVISION PURPOSES



FILED
AT REQUEST OF OWNER

NOV 30 3PM
BOOK 1360
PAGE 39-41
LOS ANGELES COUNTY, CA

Register-Recorder/County Clerk

Horia Horea

DATE 11-30-09

DA 43

BEING A SUBDIVISION OF LOTS 7, IN BLOCK 4 OF THE MAP OF
IVANHOE, AS PER MAP RECORDED IN BOOK 17 PAGES 65 TO 68
INCLUSIVE OF MISCELLANEOUS RECORDS, RECORDS OF
LOS ANGELES COUNTY

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION, AND WE HEREBY DEDICATE FOR PUBLIC USE THE STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS, SHOWN ON SAID MAP AND SUBDIVISION, AND WE HEREBY GRANT AND DEDICATE TO THE CITY OF LOS ANGELES EASEMENTS FOR ~~THE~~ PUBLIC UTILITY PURPOSES OVER THE STRIP OF LAND SO DESIGNATED ON SAID MAP.

COTTAGE LOFTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, (OWNERS)

Richard Abramson
RICHARD ABRAMSON MANAGING MEMBER

RAY KLOSTERMANN FAMILY TRUST MANAGING MEMBER

RAY KLOSTERMANN MANAGING MEMBER



FIRST REGIONAL BANK, BENEFICIARY UNDER A DEED OF TRUST RECORDED APRIL 27, 2007 AS INSTRUMENT NO. 2007-1020307, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

Carolyn Nicholson
Carolyn Nicholson, Exec. Vice Pres
Nelly E. Paladinos
Nelly E. Paladinos, First Vice Pres.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON OCTOBER 15, 2009 BEFORE ME, ALLAN A. SASSOON, NOTARY PUBLIC, PERSONALLY APPEARED RICHARD ABRAMSON and RAY KLOSTERMANN WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HERS/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE *Allan A. Sassoon*
NAME OF NOTARY ALLAN A. SASSOON
COUNTY IN WHICH COMMISSIONED LOS ANGELES
DATE COMMISSION EXPIRES 10/22/2010
COMMISSION NUMBER 1695694

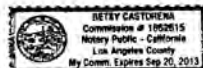
STATE OF CALIFORNIA
COUNTY OF Los Angeles

ON October 1, 2009 BEFORE ME, BETSY CASTORENA, NOTARY PUBLIC, PERSONALLY APPEARED Carolyn Nicholson and Nelly E. Paladinos WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HERS/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE *Betsy Castorena*
NAME OF NOTARY BETSY CASTORENA
COUNTY IN WHICH COMMISSIONED Los Angeles
DATE COMMISSION EXPIRES Sep 28, 2013
COMMISSION NUMBER 1602615



ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PAUL KLOVKA ON JANUARY 4, 2005, I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO CONDITIONALLY APPROVED TENTATIVE MAP; THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF 3 SHEETS CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY DIRECTION ON JANUARY 12, 2008, THAT THE MONUMENTS OF THE CHARACTER AND LOCATION SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE READILY RETRACED, THAT BOTH BOUNDARY AND CENTERLINE MONUMENTS ARE IN PLACE OR WILL BE IN PLACE WITHIN 6 MONTHS AFTER BEING NOTIFIED OF THE DATE OF ACCEPTANCE OF THE STREET IMPROVEMENTS NOT TO EXCEED 24 MONTHS FOLLOWING THE FILING DATE OF THIS MAP; AND THAT REQUIRED TIE NOTES TO CENTERLINE MONUMENT SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN THE TIME LIMITATION STATED ABOVE.

Reynaldo T. De Rama
REYNALDO T. DE RAMA, R.C.E. 29108
LICENSE EXP. DATE: 03-31-11

09-30-09
DATE



BASIS OF BEARINGS:

THE BEARING OF N. 82°22'12" E. OF THE CENTERLINE OF HOWENA AVENUE, AS SHOWN ON TRACT 14886, AS RECORDED IN BOOK 348, PAGES 12 OF MAPS, RECORDS OF LOS ANGELES COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

SIGNATURE OMISSION NOTE:

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, HOLDER OF AN EASEMENT FOR GAS PIPELINES ALSO INGRESS AND EGRESS PURPOSES BY DEED RECORDED JULY 20, 2009 AS INSTRUMENT NO. 2009-109198 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66000 SUB - SECTION (a)(2) (C-VII) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RISE INTO A REAL TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTION 66000 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY *Valerye J. Falow*
DEPUTY
DATE 12/21/09



I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP NO. 63131 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____
DEPUTY DATE

NOTE:

THIS MAP IS BEING RECORDED AS SMALL LOT SUBDIVISION PER ORDINANCE NO. 176354.

NOTIFICATION OF STREET LIGHTING
MAINTENANCE ASSESSMENT

NOTICE IS HEREBY GIVEN THAT assessments may be levied for the costs of maintenance and energy for any street lighting facilities installed with this subdivision. The initial billing may be for a period of up to three years with subsequent bills annually. For further information call the Bureau of Street Lighting at (213) 847-1500.

CERTIFICATION OF SPECIAL ASSESSMENT

I hereby certify that according to the records of the City Engineer of the City of Los Angeles none of the lines at lots or parcels of the subdivision shown in this subdivision map will divide any land subject to any special assessment which may be paid in full.

DATE: December 11, 2009
City Engineer *by [Signature]*

CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY that I have examined this map and that this subdivision as shown hereon is substantially the same as it appeared on the tentative map and any approved alterations thereof and that all the provisions of Division 2 of Title 7 of the Government Code, State of California, and of all local ordinances applicable and in effect at the time of the approval of the tentative map have been complied with.

DATE: December 17, 2009
City Engineer *by [Signature]*

I hereby certify that I am satisfied that this map is technically correct.

DATE: December 15, 2009
Engineer of Surveys *by [Signature]*



CERTIFICATE OF TITLE

I HEREBY CERTIFY that there is no file in the office of the City Engineer of the City of Los Angeles, State of California, a Certificate made by the STATE TITLE OF CALIFORNIA of said City Order No. 33074484 dated 12-9-09 certifying that it appears from the records of said City and County that COTTAGE LOFTS LLC, RAY KLOSTERMANN FAMILY TRUST, and FIRST REGIONAL BANK, are the only persons whose consents are required for the recording of this map by law.

DATE: December 19, 2009
City Engineer *by [Signature]*

CERTIFICATE OF ACCEPTANCE

I HEREBY CERTIFY that the City Council of the City of Los Angeles approved this map and accepted on behalf of the public all offers of dedication shown hereon unless otherwise rejected, except those marked "Future Street", "Future Alley" or "Future Easement" provided that nothing herein contained shall be construed as an acceptance of any improvements made in or upon any street, alley or easement shown on this map.

DATE: December 17, 2009
City Clerk
By *[Signature]* Deputy

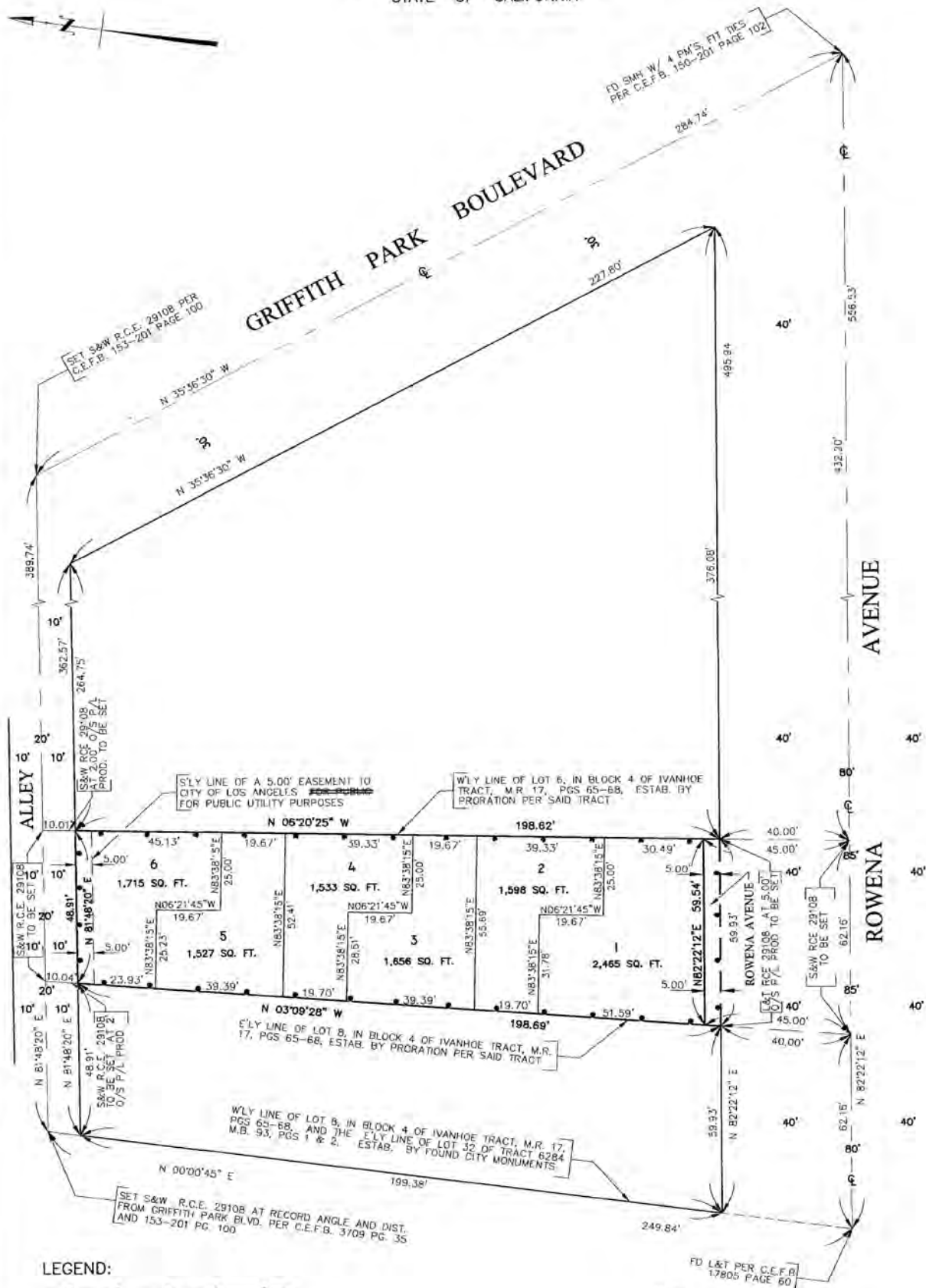
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SCALE: 1"=20'

TRACT NO. 63131

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA

SHEET 2 OF 3 SHEETS



LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING
SUBDIVIDED BY THIS MAP

NOTE:

THIS MAP IS BEING RECORDED AS FOR SMALL LOT SUBDIVISION PER ORDINANCE NO. 176354

Document received by the CA 2nd District Court of Appeal.

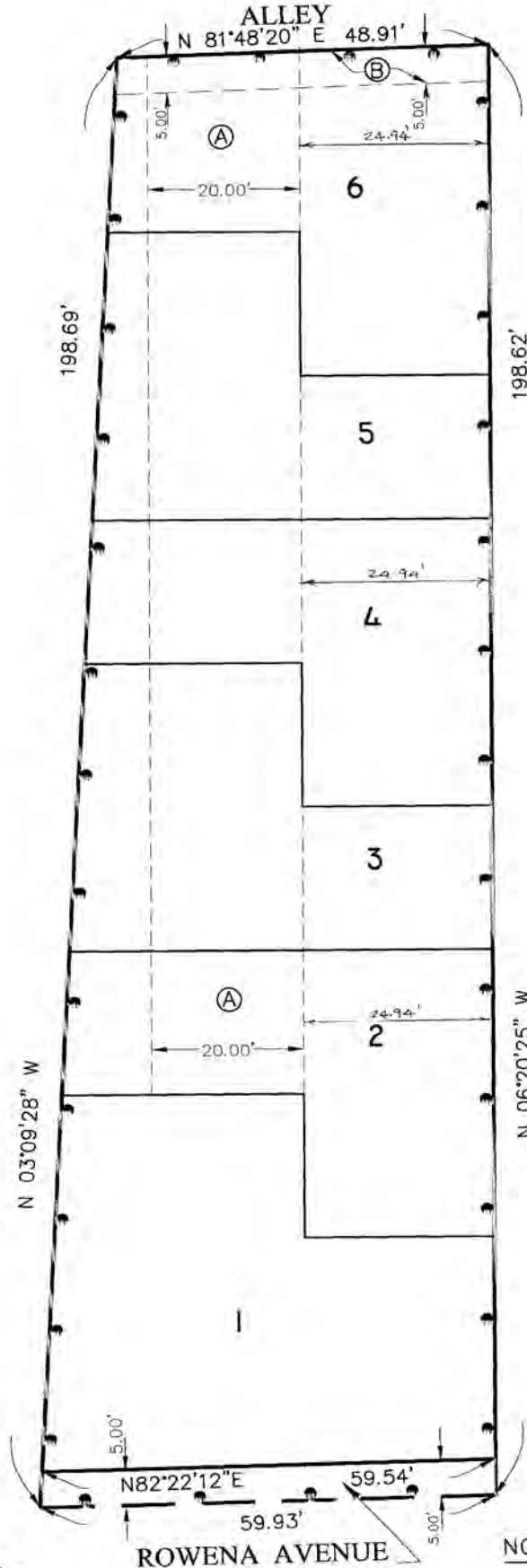
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SCALE: 1"=10'

TRACT NO. 63131

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA

SHEET 3 OF 3 SHEETS



EASEMENT DETAILS:

- (A) - 20.00' COMMON ACCESS FOR THIS SUBDIVISION
- (B) - 5.00' EASEMENT TO THE CITY OF LOS ANGELES FOR PUBLIC UTILITY PURPOSES

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

NOTE:

THIS MAP IS BEING RECORDED AS FOR SMALL LOT SUBDIVISION PER ORDINANCE NO. 176354

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Exhibit B

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Pages:
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Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

02/07/12 AT 08:00AM

FEES:	123.00
TAXES:	0.00
OTHER:	0.00
PAID:	123.00



LEADSHEET



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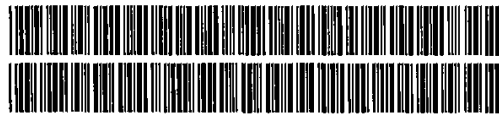
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SEQ:
18

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

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2

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

ROBERT SMYLIE & ASSOCIATES
2029 Century Park East, Suite 1700
Los Angeles, CA 9003490067



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

AND RESERVATION OF EASEMENTS

FOR

ROWENA LOFTS

(Tract No. 63131)

A Residential Community

KTT\OPEN HOUSE\ROWENA\CC&Rs 1R
11-16-11

18F

Document received by the CA 2nd District Court of Appeal.

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 DEFINITIONS.....	1
Section 1.1. Terms	1
Section 1.2. Applicability of Definitions.	4
ARTICLE 2 EASEMENTS.....	4
Section 2.1. Easements.....	4
Section 2.2. Drainage Easements.	5
Section 2.3. Reciprocal Easements Over Easement Maintenance Areas.....	5
Section 2.4. Encroachment Easement.	7
Section 2.5. Views.....	7
Section 2.6. Fences and/or Walls.....	7
ARTICLE 3 MAINTENANCE OF EASEMENT MAINTENANCE AREAS	7
Section 3.1. Maintenance of Improvements.....	7
Section 3.2. Appointment of Responsible Owners.	8
Section 3.3. Record Keeping Requirements.....	8
Section 3.4. Financial Responsibility.....	8
Section 3.5. Damage to Improvements.....	9
Section 3.6. Insurance.....	9
ARTICLE 4 USE RESTRICTIONS AND OBLIGATIONS OF OWNERS.....	10
Section 4.1. Leasing of Lots.....	10
Section 4.2. Landscaping of Lots.	10
Section 4.3. General Maintenance of Lots.	10
Section 4.4. Use Restrictions.....	10
Section 4.5. Utility Sub-Metering.....	17
ARTICLE 5 SCOPE OF ENFORCEMENT	18
Section 5.1. Enforcement.....	18
Section 5.2. Remedies.....	18
Section 5.3. Notice of Breach.....	19
Section 5.4. Disputes Relating to Enforcement of Governing Documents.....	19
ARTICLE 6 MORTGAGEE PROTECTION	19
Section 6.1. Mortgagee Protection.....	19
ARTICLE 7 AMENDMENTS	19
Section 7.1. Amendment Vote.....	19
Section 7.2. Effective Date of Amendment.....	19
Section 7.3. Declarant's Right to Amend.	20

KTT\OPEN HOUSE\ROWENA\CC&Rs 2C
1-31-12

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Document received by the CA 2nd District Court of Appeal.

ARTICLE 8 DISPUTE MECHANISM	20
Section 8.1. Notice of Residential Construction Legislation.....	20
Section 8.2. Construction Defect Disputes.	20
Section 8.3. Other Disputes.	22
Section 8.4. Alternate Dispute Resolution Procedures.	22
Section 8.5. Use of Damage Award Amounts.	24
Section 8.6. Miscellaneous.	24
ARTICLE 9 GENERAL PROVISIONS.....	24
Section 9.1. Term and Extension of Declaration.	24
Section 9.2. Severability.....	25
Section 9.3. Liberal Construction.	25
Section 9.4. Attorneys' Fees.	25
Section 9.5. Termination of Declarant's Obligations.	25
Section 9.6. Number, Gender.	25
Section 9.7. Non-Liability of Declarant.....	25
Section 9.8. Grantees Subject to this Declaration.	25
ARTICLE 10 COVENANTS IN FAVOR OF LOCAL JURISDICTION.....	25
Section 10.1. Local Jurisdiction.....	25
EXHIBIT "A"	29
SITE UTILITY EASEMENTS	29
EXHIBIT "B"	30
COMMON USE DRIVEWAY EASEMENT	30
EXHIBIT "C"	31
PEDESTRIAN PROMENADE EASEMENT	31
EXHIBIT "D"	32
TRASH AREA EASEMENT	32
EXHIBIT "E"	33
UTILITY ROOM EASEMENT	33

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
ROWENA LOFTS
(TRACT No. 63131)**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR ROWENA LOFTS, is made by OPEN HOUSE REALTY & INVESTMENTS, LLC, a California limited liability company, ("**Declarant**"), being the owner of that certain real property subject to this Declaration, and hereinafter more particularly described.

WITNESSETH:

WHEREAS, Declarant is the owner of the following real property located in the City of Los Angeles, County of Los Angeles, State of California ("**Project**"), more particularly described as:

Lots 1 through 6, inclusive, of Tract No. 63131, in the County of Los Angeles, State of California, as per Map filed in Book 1360, Pages 39 through 41, of Maps, in the Office of the County Recorder of said County; and

WHEREAS, it is the desire and intention of Declarant to sell and convey residential Lots within the Project to various individuals subject to certain basic protective restrictions, conditions, limitations, easements, covenants, reservations, liens and charges between it and the purchasers or users of said Project, as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the real property described above is, and shall be held, hypothecated or encumbered, sold, leased, rented, used, occupied, conveyed, and improved subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of preserving the integrity, beauty and aesthetic qualities and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Project or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The provisions of this Declaration shall be enforceable by any of the Owners of an interest in the real property above described, against any other Owner or Owners thereof.

**ARTICLE 1
DEFINITIONS**

Section 1.1. Terms. Whenever used in this Declaration, the following terms shall have the following meanings:

KTT\OPEN HOUSE\ROWENA\CC&Rs 2C
1-31-12

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1.1.1 **City** shall mean and refer to the City of Los Angeles, County of Los Angeles, California.

1.1.2 **Project** shall mean the real property described in the Preamble of this Declaration, and all improvements thereon.

1.1.3 **Declarant** shall mean and refer to OPEN HOUSE REALTY & INVESTMENTS, LLC, a California limited liability company, and its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from Declarant for the purpose of development, and are designated by Declarant as the Declarant for the purpose hereof by a duly recorded written instrument. Declarant is the "builder" as defined in California Civil Code Section 911.

1.1.4 **Declaration** shall mean and refer to this enabling Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Rowena Lofts, as the same may be amended, changed or modified, from time to time.

1.1.5 **Easement Maintenance Area(s)** shall mean and refer to those portions of the Lots, and the improvements thereon, for which all Owners of Lots within the Project shall have reciprocal easements of access for maintenance, repair, use and/or enjoyment, and which the Owners collectively shall have the duty and obligation to maintain, manage, operate, repair and/or replace, for the common use and/or benefit of the Owners. The Easement Maintenance Areas shall include, but not be limited to the following:

- (a) all the utility lines, drainage and sewer lines, facilities and improvements in the area shown as "Site Utility Easements" on Exhibit "A";
- (b) the Common Use Driveway shown on Exhibit "B";
- (c) the Pedestrian Promenade shown on Exhibit "C";
- (d) the Trash Area shown on Exhibit "D";
- (e) the Utility Room, and the utilities required for the operation of the same, shown on Exhibit "E";
- (f) the common gas line terminating at the gas meter wall, with the six (6) individual gas meters, on Lot 1;
- (g) the Project perimeter fence along the westerly boundary of the Project;
- (h) the primary pedestrian security gate, if any is installed, on Lot 1, the overhead vehicular access gate from the alley on Lot 6, and the pedestrian security gate from the alley on Lot 6;
- (i) the Project identification sign and the wall to which it is affixed, on Lot 1;
- (j) the four (4) mature trees, two (2) trees in the parkway City right of way area, and low level shrubbery, located on Lot 1;
- (k) the wet standpipe (fire hydrant), located on Lot 1, and its water line and separate water meter;
- (l) the drainage system, and related improvements, located on Lot 1; and
- (m) the central water meter and the water sub-meters providing service to the wet standpipe and individual Lots; all as may be further described in Article 2 below.

1.1.5.2 **Common Use Driveway** shall mean the approximately 10'-12' common access driveway running from the alley on the north side of the Project to, but not including, the garage of Lot 1 on the south side of the Project, and may also include an electric entrance gate and telephone call box, providing access to said driveway, along with the equipment associated with the operation of such electric gate, and including all utility lines, drainage and sewer lines, facilities and improvements therein, which area is labeled "**Common Use Drive Easements**" on the Site Plan attached hereto as Exhibit "B" and incorporated herein by this reference.

1.1.5.3 **Pedestrian Promenade** shall mean and refer to the concrete pathway and wood and steel walkway providing pedestrian access to the Lots and the residences thereon, which area is labeled "**Pedestrian Promenade**" on the Site Plan attached hereto as Exhibit "C", including the pedestrian bridge, lighting (if any), and other lighting fixtures (if any) located within such area labeled "**Pedestrian Promenade Easements**", providing lighting for the use of such pathway.

1.1.5.4 **Trash Area** shall mean and refer to the area located on the north side of the Project, on Lot 6, where the common trash receptacle will be kept and maintained for regular trash pick-up, which area is labeled "**Trash Area Easements**" on the Site Plan attached hereto as Exhibit "D", including any enclosure, fencing, lockable gate, lighting and light fixtures located within such area, providing lighting for the use of such area.

1.1.5.5 **Utility Room** shall mean and refer to the electrical utility room serving the Lots in the Project and located on Lot 3 ("**Utility Room**"), which area is labeled "**Utility Room Easements**" on the Site Plan attached hereto as Exhibit "E", including all improvements, individual utility meters and equipment, and common utility meters (if any) therein.

1.1.6 **Lot** shall mean any residential lot shown on any recorded subdivision map, certificate of compliance, or parcel map of any portion of the Project (and as the boundaries of such lot may be modified by a recorded lot line adjustment or certificate of compliance).

1.1.7 **Mortgage** shall mean and refer to a deed of trust as well as a Mortgage.

1.1.8 **Mortgagee** shall mean a person or entity to which a Mortgage is made, and shall include the beneficiary of a deed of trust.

1.1.9 **Notice to the Owner** shall mean written notice sent by registered mail, return receipt requested, to the Owner at the address of the Lot, or the Owner's last known residential address if different than the Lot.

1.1.10 **Owner** shall mean and refer to the record Owners, whether one (1) or more persons or entities, of fee simple title to any Lot which is part of the Project, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

1.1.11 **Responsible Owner** shall mean and refer to the two (2) Owners elected by all Owners to serve as their agents for the preservation, operation, maintenance, management, repair and replacement of the common improvements and facilities in the Easement Maintenance Areas, and for managing the sub-metering of common utilities, on behalf of all Owners.

8

Section 1.2. Applicability of Definitions. The aforesaid definitions shall be applicable to this Declaration and to any supplements or amendments thereto (unless the context shall prohibit), recorded pursuant to the provisions of this Declaration.

ARTICLE 2 EASEMENTS

Section 2.1. Easements. The easements herein below described shall bind and inure to the benefit of Declarant's heirs, personal representatives, successors and assigns. Subject easements shall be construed as covenants running with the land, or equitable servitudes as necessary to achieve Declarant's intent.

2.1.1 Declarant hereby acknowledges that it is its express intent to subject each Lot within the Project which contains an underground utility conduit or pipe, as described herein below, to such restrictions, covenants, easements, and servitudes as are necessary to provide for the continued operation and existence of such utility conduit, pipe and utility lines.

2.1.2 Declarant hereby grants, reserves, and establishes non-exclusive easements over, under, and through each and every Lot (excluding the actual location of the dwelling unit thereon) within the Project as necessary for the installation, operation and maintenance of underground utility conduits and lines for the sole purpose of providing utilities to such Lots.

2.1.3 Easements for installation and maintenance of utilities, gas meters (on Lot 2) and gas lines, sewer pipelines, sewer laterals, access ports and related improvements and facilities, and drainage facilities over each of the Lots, and all pipelines and other facilities located and to be located in said easements, and for the Project perimeter fence along the westerly boundary of the Project, are reserved where such facilities are installed and as may be shown on the recorded maps of the Project. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or a utility, or all Owners in common, is responsible. In addition, all sewer pipelines and other sewer improvements and facilities located or to be located within public roads, streets and highways abutting each of the Lots are reserved.

2.1.4 Each Lot which obtains electrical power, or other utility service through an underground utility conduit, pipe or line located within an easement of another Lot or Lots, is hereby granted and shall have the benefit of a non-exclusive easement through and under such Lot or Lots for the installation, operation and maintenance of such conduit, pipe and the utility lines therein, subject to the restrictions hereinafter set forth.

(a) Repair and replacement of the utility lines within any such conduit shall be performed only at either end of the conduit;

(b) Excavation of any such conduit for any purpose is expressly prohibited except at either end thereof.

2.1.5 Each Lot containing an easement within which there lies an underground utility conduit, pipe and utility lines are hereby declared to be, and shall be conveyed subject to, a non-exclusive easement by reservation for the benefit of the Lot or Lots serviced by such conduit, pipe and the utility lines therein, subject to the restrictions set forth above.

2.1.6 Said easements granted and reserved shall include incidental rights of installation, maintenance, repair and access, except that repair and replacement of the utility lines within any such conduit or pipe shall be performed with as little inconvenience and interruption of the Lot as reasonably and commercially feasible.

Section 2.2. Drainage Easements. Each Owner whose Lot is served by a yard drain for surface water runoff and/or the drainage line that crosses any adjacent Lot(s) is hereby granted a nonexclusive, perpetual easement, for the benefit of such Lot, on, over, under, along, through and across such adjacent Lot(s) for the purpose of constructing, maintaining, inspecting and repairing such drainage line.

2.2.1 Declarant expressly reserves, for its benefit and the benefit of each Owner of a Lot, grants and establishes, nonexclusive easements on, over, across and through all Lots for surface water drainage and for the construction, installation, inspection, maintenance, repair and replacement of drainage lines and improvements, and subdrain lines, access ports, and the like, wherever same may be located, in accordance with the provisions of this Declaration. Such easements over such portions of each Lot shall be appurtenant to, binding upon, and shall pass with the title to, every Lot conveyed.

Section 2.3. Reciprocal Easements Over Easement Maintenance Areas. The ownership interests in all the Lots shall be subject to the easements granted and reserved in this Declaration. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their respective Lots, and the Declarant, and each of their respective properties, superior to all other encumbrances applied against or in favor of any portion of the Project. Individual grant deeds to Lots may, but shall not be required to, set forth the easements specified in this Article or elsewhere in this Declaration.

2.3.1 **Site Utility Easements.** Declarant hereby reserves, grants, and establishes non-exclusive easements on, over, under, across and through that portion of each and every Lot, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference, for its use and benefit and the use and benefit of each Owner and occupant of a Lot and their respective tenants, agents, guests and invitees, for purposes of installation, maintenance, repair and replacement of utility lines, utility facility, drainage and sewer lines, and the use and benefit of each such Owner for the maintenance, repair, and replacement of such utilities, drainage and other improvements therein, and related purposes, as needed from time to time, in accordance with the provisions of this Declaration. Such easements over such portions of each Lot shall be appurtenant to, binding upon, and shall pass with the title to, every Lot conveyed.

2.3.2 Common Use Driveway Easements. Declarant hereby reserves, grants, and establishes non-exclusive easements on, over, under, across and through that portion of each and every Lot, as more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference, for its use and benefit and the use and benefit of each Owner and occupant of a Lot and their respective tenants, agents, guests and invitees, for use and enjoyment as vehicular and pedestrian ingress and egress, and the use and benefit of each such Owner for the maintenance, repair, and replacement of the driveway, lighting, drainage and other improvements therein, and related purposes, as needed from time to time, in accordance with the provisions of this Declaration. Such easements over such portions of each Lot shall be appurtenant to, binding upon, and shall pass with the title to, every Lot conveyed.

2.3.3 Pedestrian Promenade Easements. Declarant hereby reserves, grants, and establishes non-exclusive easements on, over, under, across and through that portion of each and every Lot, as more particularly described on Exhibit "C" attached hereto and incorporated herein by this reference, for its use and benefit and the use and benefit of each Owner and occupant of a Lot and their respective tenants, agents, guests and invitees, for use and enjoyment as pedestrian ingress and egress, and the use and benefit of each such Owner for the maintenance, repair, and replacement of the walkway, lighting, drainage and other improvements therein, and related purposes, as needed from time to time, in accordance with the provisions of this Declaration. Such easements over such portions of each Lot shall be appurtenant to, binding upon, and shall pass with the title to, every Lot conveyed.

2.3.4 Trash Area Easements. Declarant hereby reserves, grants, and establishes non-exclusive easements on, over, under, across and through that portion of Lot 6, as more particularly described on Exhibit "D" attached hereto and incorporated herein by this reference, for its use and benefit and the use and benefit of each Owner and occupant of a Lot, and their respective tenants, agents, guests and invitees, for use as a trash disposal and storage, and recycling area, and related purposes, and for the use and benefit of each Owner for the maintenance, repair, and replacement of the enclosure, containers, lighting and equipment therein and related thereto, and drainage and other improvements therein, and related purposes, as needed from time to time, in accordance with the provisions of this Declaration. Such easements over such portion of said Lot shall be appurtenant to, binding upon, and shall pass with the title to, every Lot conveyed.

2.3.5 Utility Room Easements. Declarant hereby reserves, grants, and establishes non-exclusive easements on, over, under, across and through that portion of Lot 3, as more particularly described on Exhibit "E" attached hereto and incorporated herein by this reference, for its use and benefit and the use and benefit of each Owner and occupant of a Lot, and their respective tenants, agents, guests and invitees, for use as an electrical utility room, and related purposes, and for the use and benefit of each Owner for the maintenance, repair, and replacement of the enclosure and equipment therein and related thereto, and lighting and other improvements therein, and related purposes, as needed from time to time, in accordance with the provisions of this Declaration. Such easement over such portion of said Lot shall be appurtenant to, binding upon, and shall pass with the title to, every Lot conveyed.

2.3.6 Emergency Access Easements. Declarant hereby reserves, grants, and establishes non-exclusive easements on, over, under, across and through each and every Lot, except the

portions thereof where the residential dwelling are located, for emergency ingress and egress for all Owners and occupants of the Project from time to time, and for emergency services, police, fire, paramedic and ambulance, and utility company use. Such easements over such portions of each Lot shall be appurtenant to, binding upon, and shall pass with the title to, every Lot conveyed.

Section 2.4. Encroachment Easement. Each Owner within the Project is hereby granted an easement over all adjoining Lots for the purpose of accommodating any minor encroachment, due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhang, architectural or other appendages for so long as any such encroachment continues to exist.

Section 2.5. Views. There are no express or implied easements whatsoever appurtenant to any Lot for view purposes, regardless of whether such Lot is owned by Declarant. In addition, no Owner shall have any right to the protection of any view that may exist at any time from such Owner's Lot across any other Lot. Notwithstanding the foregoing, no Owner shall permit such Owner's solar collector, or any vegetation on such Owner's Lot, to shade, block or interfere with the solar access of any present or future solar collector or other solar absorption device on the roof of any other Lot. Each Owner, by accepting a deed to a Lot, hereby expressly acknowledges and agrees that any view which his Lot may enjoy as of the date of purchase may be impaired or obstructed by the installation of trees, other landscaping or other types of barriers (both natural and artificial), the growth of landscaping, the construction or installation of improvements in the Project and/or any adjoining property, and each Owner hereby expressly consents to any such obstruction. Declarant makes no assurance whatsoever concerning the impact on views of any construction of improvements by anyone after completion of Declarant's original construction, whether such construction is or constructed in the Project or on property contiguous to the Project.

Section 2.6. Fences and/or Walls. Each Owner shall maintain fences and/or block walls, if any, along the perimeters of such Owner's Lot in conformance with the requirements of the City, unless otherwise indicated herein. The cost of maintenance, repair, or replacement of the fences and/or walls shall be borne by the Owner thereof, unless otherwise indicated herein, except that: (a) the cost of maintenance, repair, or replacement for fences and/or walls which straddle boundary lines of adjoining Lots shall be borne equally by such adjoining Lots as required by California Civil Code Section 841, and (b) the Project perimeter fence along the westerly boundary of the Project, and the fences and/or walls enclosing the Trash Area shall be a joint responsibility of all Owners equally.

ARTICLE 3 MAINTENANCE OF EASEMENT MAINTENANCE AREAS

Section 3.1. Maintenance of Improvements. Declarant and Declarant's successors and assigns as Owners of the Lots in the Project shall, during their respective terms of ownership thereof, be responsible for preserving, operating, maintaining, repairing, replacing, and improving, as reasonably necessary, all the improvements in the Easement Maintenance Areas in a first class condition, and the Owner of each Lot shall pay one-sixth (1/6th) of the total costs of such

12

preservation, operating, inspecting, maintaining, repairing, replacing, and/or improving of the common improvements and facilities, including the trash collection, electrical and other utility costs (e.g., main pull section or telephone board), insurance premiums, administrative costs, and other costs thereof. Such duties and obligations shall be performed by the Owners jointly through agents elected by them from among their number as provided below.

Section 3.2. Appointment of Responsible Owners. The Owners of all the Lots shall meet and confer annually and shall, by majority vote of a quorum attending such meeting in person and/or by conference telephone, jointly appoint two (2) of the Owners to serve as their agents ("**Responsible Owners**") for the preservation, operation, maintenance, management, repair and replacement of the common improvements and facilities in the Easement Maintenance Areas, and for managing the sub-metering of common utilities as provided in Section 4.5 below, on behalf of all Owners. Written minutes of such meetings shall be taken and certified in writing by the Record Keeper (defined below) designated to take such minutes. For all purposes of this Article, Owners representing sixty-six and two-thirds (66 2/3rds) of the Lots (i.e., at least four (4) Lots), shall constitute a quorum of Owners.

3.2.1 The Responsible Owners shall serve as the agents of all Owners until replaced and shall be responsible to diligently preserve, maintain, repair and replace as necessary, the common use improvements and facilities in the Easement Maintenance Areas.

Section 3.3. Record Keeping Requirements. The Owners, by a majority vote of a quorum thereof, shall designate in writing one (1) of the Responsible Owners, or another of their number, to maintain all records relative to the operation, maintenance, repair, replacement, or improvement of the Easement Maintenance Areas. The Owner to be designated by the other Owners shall be referred to as the "**Record Keeper**," who shall be designated on an annual basis, commencing on the first (1st) meeting of the Owner for purposes of this Article. All such records shall be maintained and preserved for at least ten (10) years unless otherwise agreed to by all Owners. All such records shall be made available by the Record Keeper to the other Owners for inspection and/or copying at a mutually convenient time and place within forty-eight (48) hours upon written request.

Section 3.4. Financial Responsibility. The Responsible Owners shall cause the trash collection account, insurance policy and the electrical billing account for the Easement Maintenance Areas to be placed in his or her names, and shall have charge of the financial arrangements therefor, including maintenance of a separate bank account for the Easement Maintenance Areas, payment of bills, costs and expenses, and collection of the respective shares of such costs from the Owners. Costs of collection including costs of any necessary legal action that are not recovered, shall be a common cost of the Owners. Two bank accounts shall be established, one for payment of the operating expenses, including trash collection, utility bills, periodic cleaning and maintenance and minor repairs, and another account for the accumulation of reserves for the replacement capital improvements. The signatures of two (2) Owners (either both Responsible Owners, or at least one of the Responsible Owners together with either the Record Keeper or another Owner) shall be required for any single check, expenditure or withdrawal in excess of \$250.00.

3.4.2 The Owners shall jointly establish the amount to be prepaid by each Owner on an annual or other more frequent basis to provide sufficient funds for the operation, maintenance and repair of the Easement Maintenance Areas, including common utility costs. The Owners shall also jointly establish the amount necessary for the accumulation of reserves to replace the capital improvements in the Easement Maintenance Areas, such as repaving of the Common Use Driveway, repainting or restaining of any fences and walls and bridge railing, and replacement of the common entrance gates and related equipment. Each Owner shall pay such Owner's one-sixth (1/6th) proportional share of such reserve amount to the Responsible Owners for deposit into the reserve account, on an annual or other more frequent agreed upon basis.

3.4.3 In the event there are insufficient funds in the applicable account to pay the necessary costs and expenses for the Easement Maintenance Areas, the Responsible Owners shall promptly notify the other Owners in writing, with copies of all invoices and/or proposals attached, and all Owners shall make payment of their respective shares of such costs to the Responsible Owners within thirty (30) days after receipt of written notice.

Section 3.5. Damage to Improvements. In the event the need for repair or replacement of any of the improvements in the Easement Maintenance Areas is caused through the willful or negligent acts of an Owner or an Owner's tenants, guests or invitees, such responsible Owner shall promptly cause such damaged improvement to be repaired or replaced at the responsible Owner's sole cost and expense. If such responsible Owner fails to so repair or replace such damaged Improvement within fifteen (15) days after receipt of a written notice from the Responsible Owners requesting such repairs, the Responsible Owners shall have the right, but not the obligation, to cause such repair or replacement to be made out of the common funds, and the reasonable cost thereof shall be the obligation of the Owner responsible for such damage to repay. Such Owner shall reimburse the Responsible Owners for such repair or replacement, for reimbursement of the common funds expended, within thirty (30) days after receipt of written notice, with copies of invoices attached.

Section 3.6. Insurance. A master or blanket public liability and property damage insurance policy covering the improvements in the Maintenance Easement Areas shall be purchased by the Responsible Owners as promptly as possible after the date of recordation of this Declaration, and shall be maintained in force by the Owners at all times, the premium thereon to be paid out of the common funds as a cost of maintenance of the improvements in accordance with this Article. The minimum amount of coverage shall be One Million Dollars (\$1,000,000.00) combined single limit for bodily injury to any one person, or property damage for any one occurrence; if written on the new occurrence form, coverage shall be One Million Dollars (\$1,000,000.00) in the aggregate and One Million Dollars (\$1,000,000.00) per occurrence. The policy shall name all the Owners of the Properties as insureds. The insurance shall also contain a cross-liability endorsement to cover negligent injury by one Owner to another, if reasonably available. In addition, the Owners shall maintain a fidelity bond or insurance in an amount at least equal to the maximum amount anticipated to be held in the bank accounts for the operation and reserves for the Easement Maintenance Areas during the year, which names all Owners as obligee and insures against loss by reason of acts of the Responsible Owners and any others Owners who may have access to the bank accounts, whether or not such persons are compensated for their services. The Owners shall review the insurance at least annually for the purpose of determining the sufficiency of the amount of insurance carried.

ARTICLE 4 **USE RESTRICTIONS AND OBLIGATIONS OF OWNERS**

Section 4.1. Leasing of Lots. If permitted under the terms of the Owner's purchase agreement, any Owner may lease his Lot subject to the following:

4.1.1 No Owner shall be permitted to lease his Lot for transient or hotel purposes, or for anything other than a single-family dwelling.

4.1.2 No Owner may lease less than the entire Lot or for a period of less than thirty (30) days.

4.1.3 Any lease agreement is required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease.

4.1.4 All leases are required to be in writing.

Section 4.2. Landscaping of Lots. Each Owner of a Lot shall, at the Owner's sole expense, maintain and replace as necessary the landscaping installed by Declarant in the Owner's yards or other areas designated for landscaping on such Lot, that are visible from the street.

Section 4.3. General Maintenance of Lots. Each Owner of a Lot shall cause the landscaping, including trees, grass, hedges, shrubs vines, mass plantings, and slope areas, if any, on said Lot to be maintained in a neat and attractive condition, replacing any plant material which die or are otherwise destroyed with plant material of the same type approved by the City. No weeds, rubbish, debris, objects or materials of any kind, plants or seeds infected with noxious insects or plant diseases, shall be placed, grown or permitted to accumulate on any portion of a Lot which renders such portion of the Lot unsanitary, unsightly, offensive or detrimental to any Lot in the vicinity thereof, or to the occupants of any such Lot.

Section 4.4. Use Restrictions. In addition to all other covenants contained herein, the use and enjoyment of the Project and each Lot therein shall be subject to the following:

4.4.1 **Garages.** The residence on each Lot shall include an attached garage or carport for not less than two (2) automobile size motor vehicles. No garage or carport shall be used for residential or storage purposes or any other purpose, which would restrict the parking of the maximum number of automobiles or other motor vehicles for which such garage or carport was designed. Subject to any and all applicable City ordinances, in the event that the occupant of a Lot has a number of vehicles, which exceed the maximum capacity of the garage or carport of such Lot, such excess number of vehicles may be parked on the streets, subject to compliance with the applicable parking regulations imposed by the City.

4.4.2 **Residential Use.** No part of the Project shall ever be used or caused to be used directly, or indirectly, for any business, commercial, including auctions or similar events, manufacturing, mercantile, storing, vending or other such non-residential purposes, including any activity for which the provider is compensated or receives any consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or

16

requires or does not require a license. However, Declarant, its successors or assigns, may use any Lot or Lots in the Project owned by Declarant for a model home site or sites and display and sales office until the last Lot has closed escrow. The provisions of this Section shall not preclude professional and administrative occupations, or other reasonable business activity, which have no signs, sounds, smells or other external evidence thereof within the Project, for so long as such occupations are in conformance with the provisions of this Declaration, and all applicable governmental ordinances, are consistent with the residential character for the Project. The clientele of such activities may not visit or park automobiles or other vehicles in the Project.

4.4.3 Signage. No sign or billboard of any kind shall be displayed by any Owner on any portion of the Project or Lot, except one (1) sign of reasonable size, advertising that the particular Lot is for sale or rent, or except by Declarant in connection with initial sales of the Lots, during the sales period. No provision herein shall be read or construed to prohibit the posting or displaying of noncommercial signs, posters, flags, or banners on or in an Owner's separate Lot, except as required for the protection of public health or safety, or if the posting or display would violate a local, state, or federal law, as provided by California Civil Code Section 1353.5 and 1353.6. Such signs, posters, flags, or banners may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the yard, window, door, balcony, or outside wall of the separate Lot, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative material or component, or include the painting of architectural surfaces. Any such signs, posters, flags, or banners shall be permitted only so long as they are in good presentable condition.

4.4.4 Nuisance. No noxious or offensive activity shall be carried on (i) in any Lot, (ii) in any part of the Project, (iii) or on any public street abutting or visible from the Project; nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way obstruct or interfere with the rights or quiet enjoyment of each of the Owners of his respective Lot or which shall in any way increase the rate of insurance. All horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a residence or vehicle and its contents, are also prohibited. Noisy, unsightly, unusually painted or smoky vehicles, large power equipment and large power tools (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance), off-road motor vehicles or items which may unreasonably interfere with television or radio reception to any Lot and objects which create or emit loud noises or noxious odors may not be located, used or placed in the Project or on any public street abutting or visible from the Project unless placed and maintained entirely within a Lot and obscured from view. No plants or seeds infected with noxious insects or plant diseases may be brought upon, grown or maintained within the Project.

4.4.5 Parking; Authorized Vehicles. Except as hereinafter provided, only authorized vehicles shall be permitted within the Project.

4.4.5.1 The following vehicles are "Authorized Vehicles": standard passenger vehicles, including automobiles, passenger vans designed to accommodate ten (10) or fewer people, and motorcycles and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized Vehicles may be parked in any portion of the Project intended for the parking of motorized vehicles; however, no Owner may park a vehicle in the Common Use

Driveway, or in a manner, which either restricts or obstructs the passage of pedestrians or vehicles over garage or carport areas, driveways or walkways in the Project or extends beyond the limits of the space where the vehicle is parked. No automobile, boat or other motor vehicle repair shall be permitted within the Project except entirely within a garage or carport. Under no circumstances shall such vehicle repair be permitted on any driveway within the Project, except in the event of an emergency. No inoperative automobile shall be permitted to remain upon the Project unless placed and maintained entirely within a garage or carport and obscured from the view of the adjoining Lots and streets. The foregoing restriction shall not be deemed to prevent washing and polishing of Authorized Vehicles, together with those activities normally incident and necessary to such washing and polishing, provided, however, that washing of motor vehicles shall not be permitted within garages. Owners shall keep their garage doors closed except when in use for ingress and egress, cleaning or maintenance.

4.4.5.2 The following vehicles are "Prohibited Vehicles": (a) recreational vehicles (e.g. motor homes, travel trailers, camper vans and boats), (b) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, and limousines), (c) buses or vans designed to accommodate more than ten (10) people, (d) vehicles having more than two (2) axles, (e) trailers, (f) inoperable vehicles or parts of vehicles, (g) aircraft, and (h) any other vehicles not classified as Authorized Vehicles. Prohibited Vehicles may not be parked, stored or kept within the Project unless placed and maintained entirely within a garage or carport and obscured from view. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle.

4.4.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that an Owner may maintain a reasonable number of dogs, cats, fish, reptiles, birds or other domesticated household pets, provided they are not kept, bred or maintained for any commercial purpose, nor in unreasonable numbers or sizes. Owners may not bring into the Project or keep on any Lot any dogs which are of a breed known to be aggressive or commonly trained for fighting, such as dogs commonly referred to as "pit bulls" for example, or any dogs reasonably deemed to be vicious and/or aggressive. Notwithstanding the foregoing, no animals, livestock, birds or poultry shall be kept within the Project, which result in any annoyance or are obnoxious to residents of the Project. Each person is liable for any unreasonable noise and for damage to person or property caused by any animals brought or kept within the Project by such person. Owners keeping pets shall leash and maintain all pets under control of such Owner and be accountable to the other Owners for the acts of such pets, and should any Owner be unable to control barking or other unreasonable noise or acts of his pets which disturb his neighbors, he shall be required to remove such pet from the Project. Owners shall clean up and remove any animal waste such pet may deposit on the property of another Owner.

4.4.7 Window Coverings. Windows may only be covered by drapes, shades, curtains, blinds or shutters. Window coverings made of tin or aluminum or tin foil, newspapers, paint, reflective tint, or other unattractive window coverings, which esthetically detract from the Project, are prohibited. All window coverings shall be of a uniform neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the dwelling. Window tinting shall be non-reflective in nature and shall not adversely affect the aesthetics of the exterior of the dwelling. Plain white sheets are acceptable as temporary window coverings

for a period of time not to exceed ninety (90) days from the close of escrow of the Owner's Lot, and pending the installation of drapes, curtains, shutters or other appropriate interior window coverings.

4.4.8 Antennas and Satellite Dishes. Owners are prohibited from installing any antenna or satellite dish on the exterior of a residence for any purpose, except for an "Authorized Antenna." Outdoor locations permitted for Authorized Antennas shall be limited to those areas of rear and side yards where the visibility thereof from other Lots is minimized, and in no event installed on the front of the residence or garage or carport. An "Authorized Antenna" means an antenna that is (a) designed to receive direct broadcast satellite service, including direct-to-home satellite service and that is one meter or less in diameter, and, (b) that is designed to receive video programming service, including multichannel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and that is one meter or less in diameter, or (c) an antenna that is designed to receive television broadcast signals. Each Owner may maintain individual radio or television antennae systems if located entirely within such Owner's dwelling and if such system is not visible from other Lots provided that such system does not interfere with radio and television reception of other Owners within the Project.

4.4.9 Permits for Alterations. Each Owner shall be responsible for obtaining all necessary permits and approvals from the City for the construction, installation, alteration or removal of building structures, walls, fences, patio covers and other structures and improvements on such Owner's Lot.

4.4.10 Water and Irrigation. No individual water supply, sewage disposal or water softener system is permitted in any Lot, unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of any water district having jurisdiction and all other governmental authorities with jurisdiction.

4.4.10.1 In no event shall any private wells be installed within the Project for purposes of exporting water off of the Lot where such well is located.

4.4.10.2 Each Lot contains an outdoor hose bib/water faucet, and each Owner shall install security measures to ensure that it is not subject to unauthorized use by others, or causes inadvertent flooding of neighboring properties. In addition, each Owner shall use, maintain and adjust the settings of the irrigation system for such Owner's Lot to assure that over-watering does not occur, and that no damage to neighboring Lots or slopes occurs.

4.4.10.3 No Owner shall do any act which shall contribute to the introduction of pollutants into storm drainage facilities, including, but are not limited to, soil, sand, sediment, oil, gasoline or other hydrocarbons, paint, fertilizers, and other household chemicals. For example, Owners must place sandbags around soil and sod when installing landscaping, and take measures to prevent over-watering the landscaping, in order to prevent soil, fertilizer and lawn chemicals from running into the storm drains.

4.4.11 Air Conditioners. No Owner shall install any "window style" air conditioning unit in any structure within the Project, nor shall any person install any air conditioning unit upon the roof of any structure in the Project. Air conditioning compressors shall be located at

16

ground level alongside or behind the structure being serviced by such unit, in compliance with all applicable City and County regulations, and concealed for sound attenuation purposes and in order to obscure such unit from the view from Project streets.

4.4.12 Roof Mounted Equipment. All roof mounted appurtenances, equipment (if permitted) and projections, shall be shielded from view and the sound buffered from adjacent Lots as required by the applicable City and County regulations. Such screening shall be architecturally integrated with the building design and constructed to the satisfaction of the City Planner. Details shall be included in building plans submitted to the City for approval.

4.4.13 Roofing Material. No dwelling and building and/or structures incidental to said dwellings constructed on any Lot may be constructed with roof material other than slate, concrete, tile, clay tile or equal roofing material.

4.4.14 Decks and Terraces. Except as otherwise expressly provided herein, the Owner of a Lot shall not have the right to paint, alter, remodel or enclose, any outdoor deck or terrace on such Lot, either temporarily or permanently, and then only in a manner which does not impair the uniform appearance of such deck or terrace in comparison with other decks or terraces within the Project.

4.4.14.1 The residence on each Lot includes a main living level terrace and Lots 3 and 5 also include a roof deck. Such decks and terraces may be bounded on one or more sides by the exterior wall of the residential building structure on an adjacent Lot and/or an exterior fence or wall (on the easterly side of the Project), and the Owner of such deck or terrace, and such Owner's family, tenants, guests and invitees, are strictly prohibited from painting, attaching anything to, or driving any nails, screws, bolts or other objects into the wall of such adjacent residential structure or such adjacent fence or wall. In the event that an Owner shall cause, permit or suffer anything to be done to any such wall or fence which would tend to deface, damage, alter or impair the structural integrity of such wall or fence, or cause any other damage to such wall or fence, such that any painting, maintenance or repairs are required, said responsible Owner shall pay the reasonable costs of remediation and repair of such damage and shall permit access by the neighboring Owner to the deck or terrace, and the Owner's agents and employees, as necessary and convenient to perform such remediation and repair work to be performed.

4.4.14.2 Subject to the foregoing, each Owner shall have the right to furnish such Owner's deck and terrace with attractive outdoor furniture, such as high-end resin or wicker furniture, but not including cheap white plastic patio furniture, or the like, in keeping with the architecture and ambiance of the Project and reasonable family use, and shall keep such deck and terrace in a clean and sanitary condition. Such outdoor furnishings may include, among other things, a sun shade device or umbrella, and a free standing barbecue, but not on the roof decks and terraces of Lots 3 and 5.

4.4.14.3 Owners of Lots 2, 4 and 6 are permitted to install on the main living level decks a permanent sun canopy over the indoor/outdoor kitchen counter only on the west facing walls of said Lots 2, 4 and 6 (and not on other Lots).

4.4.14.4 Owners shall be permitted to install on the main living level decks permanent outdoor kitchens with under the counter refrigerator (but not full size refrigerator) and built-in barbecue if properly vented and constructed in accordance with all applicable City building code requirements and fire code restrictions, and pursuant to City issued permits.

4.4.14.5 In no event shall bicycles, recreational equipment, stacked furniture, or other unsightly objects be placed or stored on a deck or terrace where they may be seen by other Owners and occupants of the Project from their Lots, decks and/or terraces, or by the public in general.

4.4.14.6 Heavy items such as pavers, hot tubs, spas, water features, large planters, and the like, are not permitted on the main living level decks and terraces, or on the roof level decks, which are not designed to support such weight, without review and approval by a competent structural engineer stating that the structure is capable supporting the heavy item safely. Declarant shall not be responsible for any damage or destruction of the residential improvements on a Lot caused by the placing of any such heavy items on any decks and terraces. Notwithstanding the foregoing, the Owner of Lot 1 shall be permitted to place heavy items on its grade level outdoor yard area.

4.4.14.7 Except as provided above, no major appliances, including without limitation clothes washers, clothes dryers, full size refrigerators or freezers may be kept, stored or operated on any deck, terrace or other exterior area of any Lot, structure or improvement.

4.4.14.8 Each Owner and occupant of a Lot must be sensitive to and considerate of the rights of Owners and occupants of adjacent and neighboring properties to the quiet use and enjoyment of their respective Lots. The use of the decks and/or terraces in the Project must be restricted to reasonable and quiet activities that do not disturb neighbors, and reasonable hours of use. The Owners may agree upon mutually acceptable reasonable restrictions on the use of decks and terraces to preserve the peaceful enjoyment by all Owners of their Lots.

4.4.15 Clothes Lines. No exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained on the properties in any location where the same would be visible from any street or neighboring Lot, including any decks, roof decks or terraces.

4.4.16 Holiday Decorations. Outdoor holiday decorations, or indoor holiday decorations that are visible from outside, shall be limited to a reasonable period of time prior to the date of the holiday, and shall be removed within no more than seven (7) days after such holiday.

4.4.17 Sports Equipment. No basketball standards, hoops or backboards or other fixed sports apparatus shall be attached to any residence or structure or erected on any Lot.

4.4.18 Solar Collectors. No Owner shall permit such Owner's solar collector, or any vegetation, to shade, block or interfere with the solar access of any present or future solar collector or other solar absorption device on the roof of any other Lot.

4.4.19 Trash Containers. All trash receptacles and containers, and containers for recyclable materials shall be stored only in the central Trash Area of the Project on Lot 6, and not on other Lots, and shall not be visible from the streets. Such containers may be set out at

curbside for a reasonable period of time on the day of collection, not to exceed twelve (12) hours before and after the scheduled collection hours.

4.4.20 Landscape Maintenance. Each Owner of a Lot has the responsibility and duty to maintain in a first-class condition the appearance and integrity of his Lot, including, but not limited to, all landscaping and slope areas. All structures and improvements within the Project shall at all times be maintained by their respective Owners in a clean, first-class and properly painted condition.

4.4.21 Slope Access. Each Owner of a Lot within the Project covenants for himself, his heirs, successors and assigns, that he will permit free access by Owners of adjacent or adjoining Lots, their agents and employees, to all slope areas or drainage ways located on his Lot, which affect said adjacent or adjoining Lots, which access is essential for the maintenance or permanent stabilization of said slopes, or maintenance of the drainage facilities for Lots other than the Lot on which the slope or drainage way is located.

4.4.22 Drainage. Each Owner of a Lot within the Project covenants for himself, his heirs, successors and assigns, that he will not in any way interfere with the established drainage patterns or create erosion or sliding problems over his Lot from adjoining or other Lots within the Project, and that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage, which occurred at the time the overall grading of the Project, was completed by Declarant.

4.4.23 Outdoor Alteration and Construction. No fence, wall or other structure, landscaping or improvement (collectively "Improvement") shall be commenced, erected, placed or altered upon any Lot (including, without limitation, the replacement of any existing landscaping with anything other than substantially identical landscaping, or the repainting of any building, fence or wall in a color other than that originally used for such structure by the Declarant, shall be permitted without the prior written consent of the Owners of a majority of the other Lots. Construction, installation or alteration of any boundary line fence or wall shall require, in addition, the consent of the adjoining Owner sharing such boundary line.

4.4.24 Slope Maintenance. Each Owner of a Lot within the Project shall, in accordance with Declarant's grading plan(s) on file with the City, maintain the structural integrity of any slopes within his Lot, including watering and planting of the slopes. Within slope areas no structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope areas of each Lot and all improvements thereto shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Declarant shall, for a period of two (2) years following sale and deed of any particular Lot, have the right but not the obligation to enter upon said Lot and alter or maintain the slope areas. An easement of reasonable access for said purpose is hereby reserved to Declarant, and the purchaser, by the acceptance of a deed from Declarant, shall take title subject to such easement for said period of two (2) years.

4.4.25 Declarant's Reserved Rights. Conveyance of a substantial number of the Lots is essential to the establishment and welfare of said Project as a residential Project. In order that all work necessary to complete the Project and establish a substantially occupied residential Project be completed as rapidly as possible, no Owner shall and nothing in this Declaration shall be understood or construed to:

4.4.25.1 Prevent Declarant, its contractor or subcontractors, from doing work on said Project or any part thereof whenever it determines such work to be reasonably necessary or advisable in connection with the completion of the Project; or

4.4.25.2 Prevent Declarant, or its representatives from erecting, constructing and maintaining on any part or parts of said property owned or controlled by Declarant, its contractors, or subcontractors, such structures, signs, displays or monuments as may be reasonably necessary for the conduct of its business of completing said work and establishing the Project as a residential community and disposing of the same by sale, lease, or otherwise.

Section 4.5. Utility Sub-Metering. The water service to the Project may be provided through one or more water lines that may be sub-metered to the individual Lots. The Owners in common shall have the right, through the Responsible Owners from time to time, to contract, provide and pay for any such commonly metered utilities, such as water utility service, for the common use and benefit of all Owners.

4.5.1 Water Meters. Each Owner, by acceptance of a deed, acknowledges that the local water district ("**District**") provides water and sewer service to the Project and bills the Project as a whole for water service within the Project. In connection with the development of the Project, Declarant has installed one or more District water meters for the Project. One of the meters may meter the water used for the wet standpipe for fire suppression purposes, which the Owners in common are obligated to maintain. The other District water meter(s) will be used to measure water usage of all the individual Lots. The District will then prepare a bill based upon overall water usage of the Project. The Owners in common, through the Responsible Owners, will be responsible for payment of this bill to the District. Private individual sub-meters will be installed within each individual Lot, or at a central location on one Lot, that measures water usage for each of the individual Lots. Each Owner will be responsible to pay such Owner's portion of the bill in accordance with the procedures set forth below.

4.5.2 Allocation of Water Bills. In order to calculate the share attributable to each Lot for water and other charges imposed by the District, the Responsible Owners shall have the right to enter into a contract with a water-metering service company ("**Metering Company**"). The Metering Company will be responsible for (1) reading the individual sub-meters, (2) allocating the water and other charges imposed by the District for each Lot and the common wet standpipe, and (3) preparing the individual bills for delivery to each Owner. Additionally, the Metering Company will impose a service charge for their services, which will be charged to each Owner with a sub-meter. Each Owner with a sub-meter will be responsible for paying directly to the Metering Company such Owner's share of water and other charges imposed by the District and the service charge to the Metering Company prior to the due date. The Metering Company will provide to the Responsible Owners a statement of all amounts received from the Owners with a

sub-meter on a regular basis, along with such funds received. If an Owner with a sub-meter fails to pay any amounts when due, such Owner will be responsible for any penalties or delinquent amounts levied by the District and the Metering Company. Additionally, the Responsible Owners shall have the right to cure any failure by an Owner ("**Defaulting Owner**") to pay the amounts due to the District. If the Responsible Owners elect to cure such default out of the common funds, then the defaulting Owner will be responsible for paying the Responsible Owners the amount necessary for reimbursing the common funds. If the Defaulting Owner fails to reimburse the common funds expended, the Responsible Owners will be entitled to bring a small claims action in the names of the non-defaulting Owners against the Defaulting Owner to collect such amounts. The Responsible Owners shall be responsible to maintain, repair, and replace the sub-meter providing service to each Lot. Each Owner shall provide unobstructed access to the Responsible Owners and the Metering Company for any inspections and maintenance. If, in the future, there are no companies that can provide the sub-metering service, then it will be the responsibility and obligation of the Responsible Owners to allocate costs for water usage and the other charges levied by the District to the Owners in the Project.

4.5.3 **Deposits.** Upon the initial sale of a Lot to an Owner from Declarant under authority of a Public Report and any subsequent sale of a Lot by an Owner, such Owner shall be obligated to pay to the Responsible Owners a deposit to be determined by the Responsible Owners as security for such Owner's obligation to pay such Owner's water bill when due. As provided above, the Responsible Owners may apply such deposit in payment of a Defaulting Owner's water bill and such Owner shall replace the full amount of such deposit promptly upon written notice from the Responsible Owners. The Responsible Owners shall, within thirty (30) days of receiving written notice from an Owner that such Owner has conveyed such Owner's Lot (provided that the subsequent Owner has paid a replacement security deposit in the amount determined appropriate by the Responsible Owner) return to the Owner any amounts not expended by the Responsible Owners from such Owner's deposit. The Responsible Owners may increase the amount of such security deposits and require the deposit of additional amounts by the Owners, based on increases in such water bills.

ARTICLE 5 SCOPE OF ENFORCEMENT

Section 5.1. Enforcement. The limitations, restrictions, conditions and covenants set forth in this Declaration constitute a general scheme for (i) the maintenance, protection and enhancement of the aesthetic value of the Lots within the Project; and (ii) the benefit of all Owners. Said limitations, restrictions, conditions and covenants are and shall be covenants running with the land or equitable servitudes, as the case may be.

Section 5.2. Remedies. Remedies specified in this Declaration shall be deemed cumulative. Every act or omission whereby any covenant, restriction or condition in this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by Declarant, or by the then Owner or Owners of any Lot within the Project. The Declarant, or any Owner shall have the right to enforce, by binding arbitration, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto. In the event of a dispute between any of the foregoing

73

parties concerning the provisions of this Declaration or any amendments thereto, the issue shall, at the request of a party, be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In the event of a referral to arbitration, the party initiating the arbitration will remit the fee to initiate the arbitration. The parties agree, however, that the costs of arbitration shall ultimately be borne and determined by the arbitrator. The arbitrator's decision shall be binding and conclusive on all of the parties with respect to the resolution of the dispute and with respect to the payment of the costs of arbitration. The failure of Declarant or any Owner to enforce any of the covenants, restrictions or conditions contained herein shall not be deemed a waiver of the right to enforce the same thereafter or to enforce any other covenant, restriction or condition herein.

Section 5.3. Notice of Breach. Any of the foregoing to the contrary notwithstanding, no action to enforce this Declaration shall be instituted unless and until a written notice of such breach setting forth the facts of such breach has been delivered by certified mail to the Owner of such Lot.

Section 5.4. Disputes Relating to Enforcement of Governing Documents. In the event of a dispute between an Owner and another Owner, relating to the enforcement of this Declaration, the parties shall comply with the provisions of California Civil Code Sections 1363.810, 1369.510 and following, or any successor statute as, applicable, prior to filing any civil action.

ARTICLE 6 MORTGAGEE PROTECTION

Section 6.1. Mortgagee Protection. No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any Mortgage on any Lot made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

ARTICLE 7 AMENDMENTS

Section 7.1. Amendment Vote. This Declaration may be amended only by an affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the Owners, and further, this amendment provision shall not be amended to allow amendments by vote of less than sixty-six and two-thirds percent (66 2/3%) of the Owners. The percentage of the voting power necessary to amend a specific provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under said provision.

Section 7.2. Effective Date of Amendment. From and after its effective date, each amendment made pursuant to the preceding paragraph shall be as effective as to all Lots within the Project, the Owners thereof and their successors in interest.

Section 7.3. Declarant's Right to Amend. Prior to the close of the first escrow for the sale of a Lot in the Project, this Declaration may be unilaterally amended by Declarant, its successors and assigns.

ARTICLE 8 DISPUTE MECHANISM

Section 8.1. Notice of Residential Construction Legislation. Notwithstanding any provision of this Declaration to the contrary, any action or claim by, between or among the Declarant, or any director, officer, member, partner, employer, general contractor, subcontractor, material supplier, individual product manufacturer, design professional, consultant, or agent of the Declarant, or any director, officer, partner, member, employee or agent of the Declarant, or any contractor, subcontractor, design professional, engineer or supplier who provided labor, services or materials to the Project and who is bound or has agreed to be bound to the following dispute notification and resolution procedure (collectively, the "**Declarant Parties**") and any Owner, relating to or arising out of the Project, or any agreements between the Declarant Parties and an Owner (unless any such agreement specifies another form of dispute resolution), the purchase of such Owner's Lot from Declarant, the use or condition of the such Owner's Lot, or the design or construction of or any condition on or affecting such Owner's Lot, including, but not limited to, construction defects, surveys, soils conditions, grading, specifications, installation of improvements or disputes which allege fraud, misrepresentation or breach of implied or express warranties as to the condition of such Owner's Lot (collectively, "**Dispute(s)**"), shall be subject to the provisions set forth in this Article.

Section 8.2. Construction Defect Disputes.

8.2.1 Notice of Construction Claims Statute. California Civil Code Section 895 et seq., as hereafter amended ("**Construction Claims Statute**"), delineates standards for how various components of residential dwelling units should be constructed and function, limits the time frames for bringing various claims against the Declarant Parties to anywhere from one (1) year to ten (10) years (as listed in the Construction Claims Statute) from the close of escrow for the residential dwelling unit, imposes an obligation on all Owner's to follow Declarant's maintenance recommendations and schedules, or other applicable maintenance guidelines, and establishes a non-adversarial claims resolution procedure that must be followed by an Owner before the Owner can initiate an adversarial claim and proceed to judicial reference or binding arbitration, as described in Section 8.3 below. THE CONSTRUCTION CLAIMS STATUTE AFFECTS EACH OWNER'S LEGAL RIGHTS. OWNERS ARE ADVISED TO READ THE STATUTE CAREFULLY AND SEEK LEGAL ADVICE IF OWNER HAS ANY QUESTIONS REGARDING ITS AFFECT ON OWNER'S LEGAL RIGHTS. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 914, DECLARANT IS PERMITTED TO ELECT TO USE ALTERNATE CONTRACTUAL NON-ADVERSARIAL PROCEDURES RATHER THAN THE STATUTORY PRE-LITIGATION PROCEDURES PROVIDED IN THE CONSTRUCTION CLAIMS STATUTE, AND DECLARANT HAS ELECTED TO USE ITS OWN ALTERNATE CONTRACTUAL NON-ADVERSARIAL PROCEDURES.

76

8.2.2 Owner's Construction Defect Claims. Prior to the commencement of any legal proceeding by any Owner against Declarant or any Declarant Party based upon a claim for defects in the design or construction of any Lot, residence, the Project or any improvements thereon, such Owner must first comply with the provisions of this Section. If at any time during the ten (10) year period following close of escrow for the original Owner's purchase of such Owner's Lot from Declarant, as such period may be extended by any applicable tolling statute or provision, or any shorter period as provided by applicable law, such Owner believes that Declarant has violated any of the standards set forth in the Construction Claims Statute ("**Claimed Defect**"), which such Owner feels may be the responsibility of Declarant, such Owner shall promptly notify, in writing, Declarant's agent for service of construction defect claims, which is currently: 3727 W. Magnolia Blvd., #805, Burbank, California, 91507. Such notice shall be deemed a notice of intention to commence a legal proceeding and shall include: (a) a detailed description of the Claimed Defect, (b) the date upon which the Claimed Defect was first discovered, and (c) dates and times when Owner or Owner's agent will be available during ordinary business hours, so that service calls or inspections by Declarant can be scheduled. Declarant shall, in its sole discretion, be entitled to inspect the applicable property regarding the reported Claimed Defect and, within its sole discretion, shall be entitled to cure such Claimed Defect. Nothing contained in this Article shall obligate Declarant to perform any such inspection or repair, nor shall this Section be deemed to increase Declarant's legal obligations to Owner. Owner's written notice delivered to Declarant shall be a condition precedent to Owner's right to institute any legal proceeding and to proceed to judicial reference or binding arbitration as set forth in Section 8.4 below, and Owner shall not pursue any other remedies available to it, at law or otherwise, including without limitation the filing of any legal proceeding or action, until Declarant has had the reasonable opportunity to inspect and cure the Claimed Defect. During the term of any written Limited Warranty provided to the original Owner of the Lot by Declarant, any conflict between the provisions of this Section and the Limited Warranty shall be resolved in favor of the Limited Warranty. Declarant shall not be liable for any general, special or consequential damage, cost, diminution in value or other loss which Owner may suffer as a result of any Claimed Defect in the Lot, which reasonably might have been avoided had Owner given Declarant the notice and opportunity to cure as described above within a reasonable time of discovering the Claimed Defect. Except as otherwise provided in the written Limited Warranty, if any, provided to Owner, nothing contained herein shall establish any contractual duty or obligation on the part of Declarant to repair, replace or cure any Claimed Defect. If an Owner sells or otherwise transfers ownership of such Owner's Lot to any other person during such ten (10) year period, as such period may be extended by any applicable tolling statute or provision, Owner covenants and agrees to give such person written notice of these procedures by personal delivery. Owner's continuing obligation under this covenant shall be binding upon Owner and Owner's successors and assigns.

8.2.3 Purchase Documents. All Owners, who originally purchased a Lot from Declarant were provided copies of certain documents through escrow in conjunction with the purchase of the Lot, including this Declaration, maintenance recommendations from Declarant, maintenance recommendations for manufactured products or appliances included with the Lot, a limited warranty, claim forms, and other documentation relating to the Construction Claims Statute. All Owners are required by the Construction Claims Statute to retain these documents and provide copies of such documents to Owner's successors in interest upon the sale or transfer of such Owner's Lot.

8.2.4 Obligation to Follow Maintenance Recommendations and Schedules. All Owners are obligated by Section 907 of the Construction Claims Statute to follow Declarant's maintenance recommendations and schedules, including the maintenance recommendations and schedules for manufactured products and appliances provided with Owner's Lot, as well as all commonly accepted maintenance practices (collectively, "**Maintenance Recommendations**"). Per Section 945.5 of the Construction Claims Statute, failure to follow the Maintenance Recommendations may reduce or preclude Owner's right to recover damages relating to such Owner's Lot, which could have been prevented or mitigated had the Maintenance Recommendations been followed.

Section 8.3. Other Disputes. Any other disputes arising under this Declaration, or otherwise, between any Owner and Declarant or any Declarant Party, shall be resolved in accordance with the alternate dispute resolution provisions of Section 8.4 below.

Section 8.4. Alternate Dispute Resolution Procedures. The following procedures provide for resolution of disputes through general judicial reference or, in the alternative, binding arbitration. In either event, Declarant and each Owner of a Lot within the Project, expressly acknowledge and accept that, by invoking or electing to participate in the procedure, they are waiving their respective rights to a jury trial.

8.4.1 Judicial Reference. Subject to compliance with the provisions of Section 8.2 to the extent applicable, it is the intention of Declarant that, except as otherwise expressly provided herein, any and all disputes, based upon which litigation is filed, shall be resolved by judicial reference under California law. Accordingly, except as otherwise expressly provided in this Declaration, any dispute, between any Owner(s) and the Declarant, or other developer of the Project, or between any Owners with respect to the interpretation of any of the provisions of this Declaration, or with respect to any alleged breach hereof, or with respect to any other claim related to a Lot, including, without limitation, any alleged latent or patent construction or design defect in the Project, any Lot or any part thereof, any alleged violation of the standards set forth in the Construction Claims Statute, shall be heard by a referee pursuant to the provisions of California Code of Civil Procedure Sections 638 through 645.2. Notwithstanding any other provision of this Declaration, this Article shall not be amended without the written consent of Declarant. In the event litigation is filed based upon any such dispute, the following shall apply:

8.4.1.1 The proceeding shall be brought and held in the County in which the Project is located, unless the parties agree to an alternative venue.

8.4.1.2 The parties shall use the procedures adopted by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") for judicial reference and selection of a referee (or any other entity offering judicial reference dispute resolution procedures as may be mutually acceptable to the parties).

8.4.1.3 The referee must be a retired judge or a licensed attorney with substantial experience in relevant real estate matters.

8.4.1.4 The parties to the litigation shall agree upon a single referee who shall have the power to try any and all of the issues raised, whether of fact or of law, which may be

pertinent to the matters in dispute, and to issue a statement of decision thereon to the court. Any dispute regarding the selection of the referee shall be resolved by JAMS or the entity providing the reference services, or, if no entity is involved, by the court with appropriate jurisdiction in accordance with California Code of Civil Procedure Sections 638 and 642.

8.4.1.5 The referee shall be authorized to provide all remedies available in law or equity appropriate under the circumstances of the controversy.

8.4.1.6 The referee may require one or more pre-hearing conferences.

8.4.1.7 The parties shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

8.4.1.8 A stenographic record of the trial shall be made.

8.4.1.9 The referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable.

8.4.1.10 The referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

8.4.1.11 The parties shall promptly and diligently cooperate with each other and the referee and perform such acts, as may be necessary for an expeditious resolution of the dispute.

8.4.1.12 The costs and fees of the referee and the costs and fees for the judicial reference proceeding shall be paid as agreed by the parties, or, if the parties cannot agree, then as provisionally determined by the referee, and the overall costs and fees of the proceeding shall be ultimately borne as determined by the referee at the conclusion of the proceeding. The referee may not award against Declarant or any Owner any expenses in excess of those that would be recoverable as costs if the dispute had been litigated to final judgment in court.

8.4.1.13 The statement of decision of the referee upon all of the issues considered by the referee shall be binding upon the parties, and upon filing of the statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the referee shall be appealable as if rendered by the court. This provision shall in no way be construed to limit any valid cause of action that may be brought by any of the parties.

8.4.2 Binding Arbitration of Disputes. If for any reason the judicial reference procedures in Section 8.4.1 are legally unavailable at the time a dispute would otherwise be referred to judicial reference, then such dispute shall be submitted to binding arbitration under the rules and procedures in this Section 8.4.2. Any dispute submitted to binding arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Construction Industry Arbitration Rules and AAA's Supplementary Procedures for Residential Construction Disputes in effect on the date of the submission. If such entity is not then in existence, then the dispute shall be submitted to JAMS, and administered in accordance with either the Streamlined Arbitration Rules and Procedures, or (if applicable) the

78

Comprehensive Arbitration Rules of JAMS. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the dispute shall be heard and determined by three arbitrators. Otherwise, unless mutually agreed to by the parties, there shall be one arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved. All decisions concerning the arbitrability of any dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

8.4.3 Applicability of Federal Arbitration Act. The binding arbitration procedures contained in Sections 8.4.2 are implemented for the Project in accordance with the philosophy and intent of the Federal Arbitration Act (9 U.S.C. Section 1 et seq.) ("*FAA*"), which is designed to encourage the use of alternative methods of dispute resolution and avoid costly and potentially lengthy traditional court proceedings. The binding arbitration procedures in said Section are to be interpreted and enforced as authorized by the FAA. Parties interpreting this Section shall follow the federal court rulings, which provide among other things that: (1) the FAA is a congressional declaration of liberal federal policy favoring alternate dispute resolution notwithstanding substantive or procedural state policies or laws to the contrary, (2) alternate dispute resolution agreements are to be rigorously enforced by state courts; and (3) the scope of issues subject to alternate dispute resolution are to be interpreted in favor of alternate dispute resolution.

Section 8.5. Use of Damage Award Amounts. Any and all amounts awarded to a claimant on account of a claimed construction or design defect in the Project, or damage suffered as a result thereof, shall be expended by such claimant for the attorney fees and costs of the proceeding, and the repair, rehabilitation, or remediation of the claimed defect or damage.

Section 8.6. Miscellaneous. Nothing in the Article shall constitute a waiver of any of the benefits of Statutes of Limitations or equitable defense of any party. Furthermore, notwithstanding any other provision of this Declaration, this Article may not be amended without the prior written consent of the Declarant.

ARTICLE 9 GENERAL PROVISIONS

Section 9.1. Term and Extension of Declaration. The provisions of this Declaration shall run with the land and bind the Project, and shall inure to the benefit of and shall be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time the provisions of this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by at least sixty-six and two-thirds percent (66-2/3%) of the then Owners of Lots, has been recorded within six (6) months of the anticipated termination date. The contents of such instrument shall contain the agreement to terminate this Declaration as it may be supplemented in whole or in part.

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Section 9.2. Severability. In the event any limitation, restriction, condition, covenant or provision contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

Section 9.3. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the residential Project.

Section 9.4. Attorneys' Fees. In the event the Declarant or any Owner(s) should commence any legal or equitable proceeding, including judicial reference or binding arbitration, to enforce any of the provisions of this Declaration, the prevailing party, shall be entitled to have judgment against and recover from any defendant in such proceeding such attorney's fees (other than nominal) and costs as the court, judicial referee, arbitration panel or arbitrator may adjudge reasonable and proper.

Section 9.5. Termination of Declarant's Obligations. In the event Declarant shall convey all of its rights, title and interests in and to the Project to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

Section 9.6. Number, Gender. The singular shall include the plural and the plural the singular unless the context requires to the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

Section 9.7. Non-Liability of Declarant. Each Owner, by acceptance of a deed, shall be deemed to have agreed that Declarant shall have no liability whatsoever resulting from any term or provision thereof having been held to be unenforceable in whole or in part.

Section 9.8. Grantees Subject to this Declaration. Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting the deed or contract of sale or agreement of purchase, accepts the same subject to all of the limitations, restrictions, conditions and covenants, and agreements set forth in this Declaration, and agrees to be bound by the same.

ARTICLE 10 COVENANTS IN FAVOR OF LOCAL JURISDICTION

Section 10.1. Local Jurisdiction. The local governmental entity with primary jurisdiction over this residential planned development is the City of Los Angeles, a municipal corporation in the State of California. Owners shall, at all times, abide by all City ordinances, statutes and resolutions as well as the laws of the State of California.

10.1.1 Definitions. For purposes of this Article, the term "Improvements" shall have that meaning set forth in this Declaration, if any, but shall also include all improvements in the Project, including, without limitation, the following: all structures and buildings (and all

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components thereof); private utilities; landscaping improvements and plantings; fences and walls, private streets and driveways, sidewalks, parking areas, garages, carports, lighting, signs, irrigation and drainage facilities.

10.1.2 Maintenance. Declarant and each Owner shall comply with the following special conditions:

10.1.2.1 Owner Maintenance. Except to the extent that such maintenance of the Easement Maintenance Areas and is required to be performed on behalf of all Owners by the Responsible Owners, each Owner, including Declarant, shall, at all times, perform such maintenance as is required to be performed by an Owner under this Declaration, which maintenance shall include, without limitation, maintenance of such Owner's Lot, and all Improvements located therein, in good repair, condition and appearance, and shall keep the Lot neat, clean and sanitary, free from any accumulation of debris or waste materials, and otherwise in accordance this Declaration and applicable City Codes and Regulations.

10.1.2.2 Landscape Maintenance. All landscaping in the Project, including, without limitation, trees, shrubs and other vegetation, drainage and irrigation systems, shall be installed as provided in the landscape plan as approved by the City and shall be permanently maintained by the Owner of the Lot where such landscaping is located in good, first class condition, healthy, without deterioration, free of waste and debris, and in conformity with the landscaping maintenance standards of the City. Dead or diseased plants shall be promptly replaced with landscaping similar in type, size and quality. Automatic irrigation systems shall be properly maintained and other reasonable and adequate landscape maintenance facilities and procedures shall be provided to fulfill the foregoing requirements.

10.1.2.3 Parking and Driveways. Driveways and traffic aisles on the Project shall be kept clear and unobstructed at all times. No vehicles or other obstruction shall project into such driveways or traffic aisles. All private driveways, walkways, stairways and parking areas shall be regularly swept and cleaned. All asphalt and concrete paved areas shall be repaired, replaced, and re-stripped, as necessary, to maintain said pavement at all times in a level and smooth condition. Any traffic or parking signage will be properly maintained.

10.1.2.4 Yards. For each Lot that contains a yard area, the respective Owner shall, at all times, maintain the yard in good, first class condition, including all landscaping, irrigation systems, fences and walls, without deterioration, free of waste and debris, and in conformity with the landscaping maintenance standards of the City.

10.1.3 Enforcement by the City. In the exercise of its general police power, the City regulates land uses and subdivisions within the City, including certain requirements for the Project as reflected in the provisions of this Declaration. Each Owner acknowledges by acceptance of the deed or other conveyance therefore, whether or not it shall be expressed in any such deed or other instrument, that each of the covenants, conditions and restrictions set forth in this Article benefit the City, and that the City has a substantial interest to be protected with regard to assuring compliance with, and enforcement of, these covenants, conditions and restrictions and any amendments thereto. All such covenants, conditions and restrictions shall

31

therefore be enforceable by the City by proceedings at law or in equity or by its code enforcement procedure.

10.1.4 Easement for Law Enforcement and Emergency Vehicles and Personnel.
Declarant hereby reserves a non-exclusive easement for access, ingress and egress upon and across the Project as may be necessary for law enforcement and for the provision of emergency services in the Project by City and state law enforcement officers and vehicles, City Fire Department and other emergency services vehicles and personnel.

32

IN WITNESS WHEREOF, the undersigned, has executed this Declaration on this 1st day of February, 20 12.

"DECLARANT"

OPEN HOUSE REALTY & INVESTMENTS, LLC,
a California limited liability company

By: Peter Baer

Name: Peter Baer for Strategic Acquisitions Inc.

Its: manager of Open House Realty & Investments, LLC

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On February 1, 2012, before me, Erica Rose McNeill, a Notary Public for the State of California, personally appeared Peter Baer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Erica Rose McNeill (Seal)



33

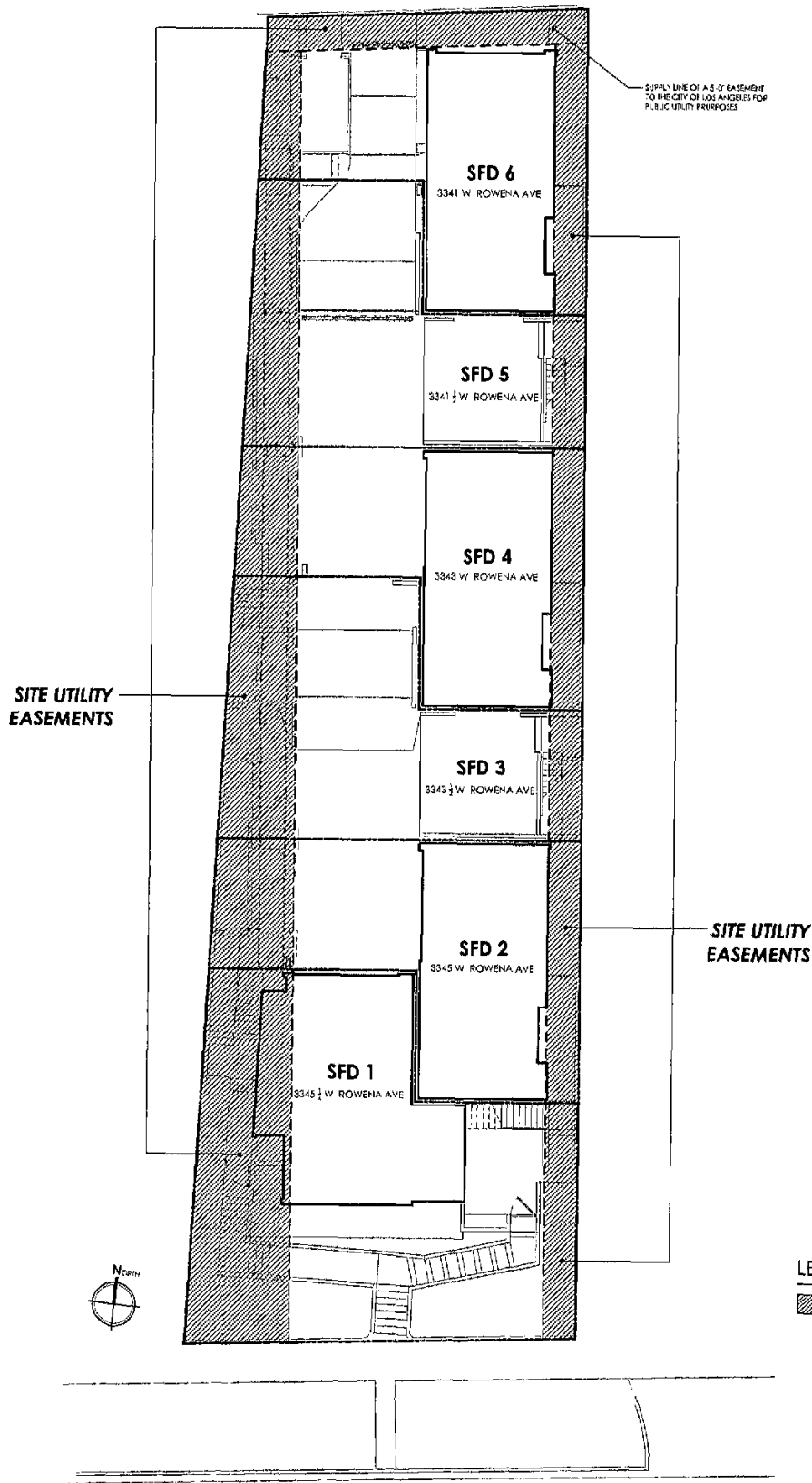


EXHIBIT "A" **SITE UTILITY EASEMENTS**

Document received by the CA 2nd District Court of Appeal.

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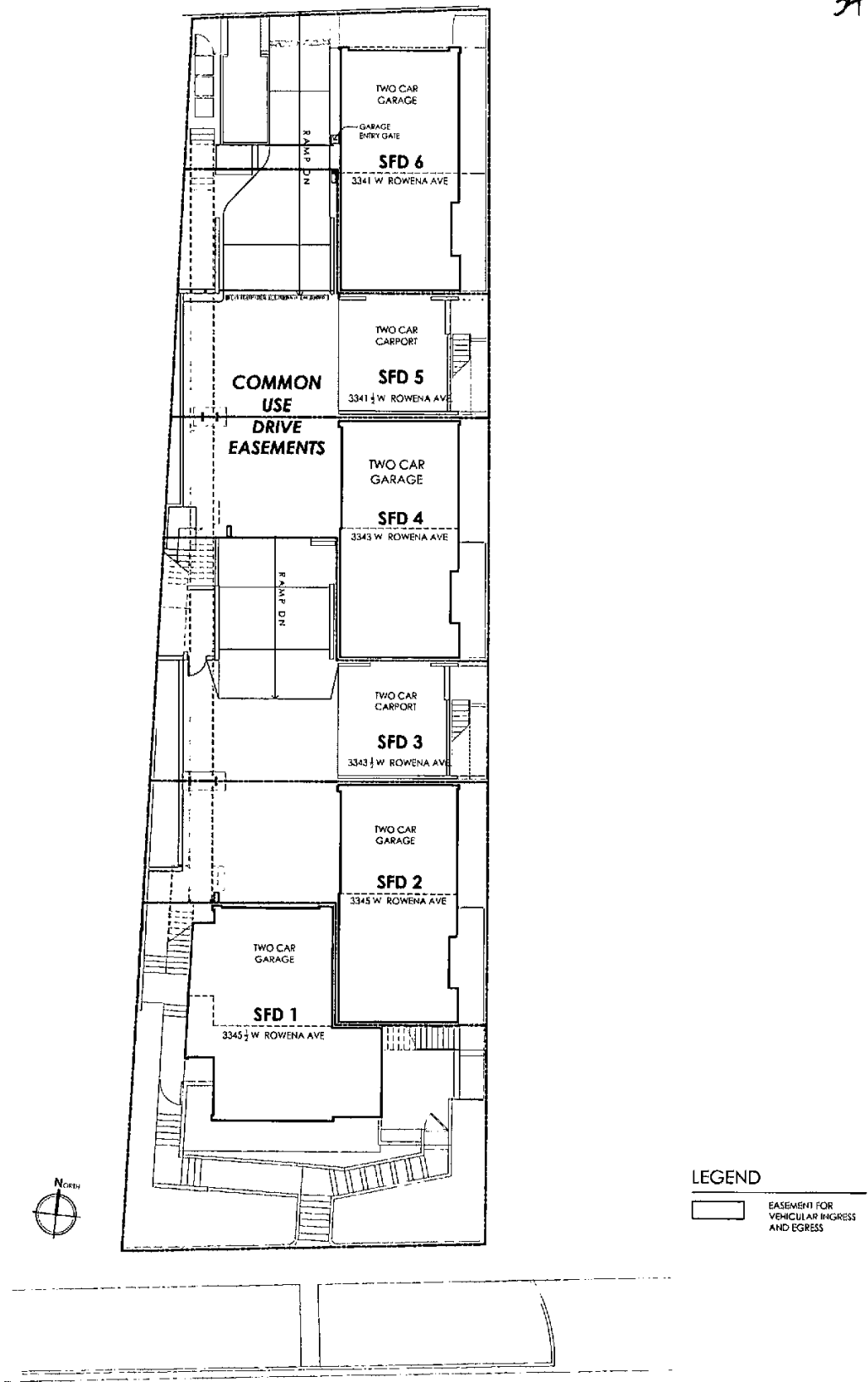


EXHIBIT "B"
COMMON USE DRIVEWAY EASEMENTS

Document received by the CA 2nd District Court of Appeal.

This map should be used for reference purposes only. No liability is assumed for the accuracy of the data shown. Parcels may not comply with local subdivision or building ordinances.

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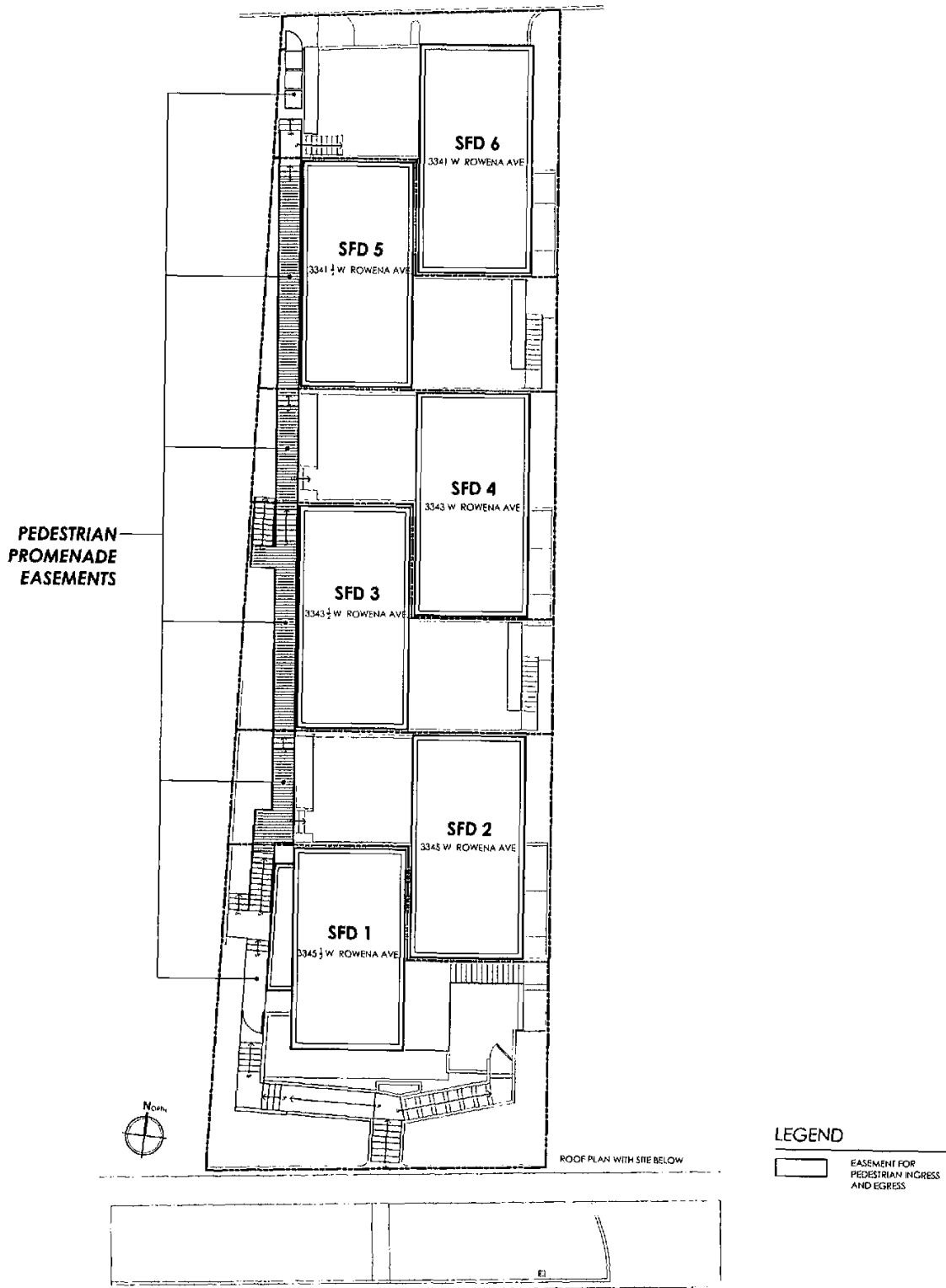
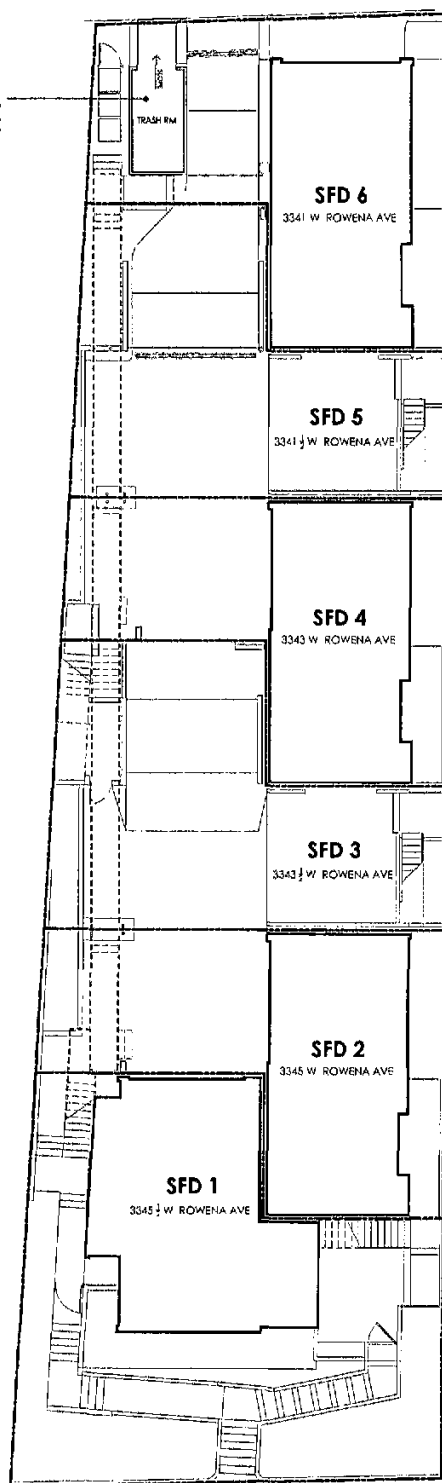


EXHIBIT "C"
PEDESTRIAN PROMENADE EASEMENTS

Document received by the CA 2nd District Court of Appeal.

This map should be used for reference purposes only. No liability is assumed for the accuracy of the data shown. Parcels may not comply with local subdivision or building ordinances.

TRASH AREA
EASEMENTS



LEGEND

 EASEMENT FOR TRASH
DISPOSAL AND
STORAGE INGRESS AND
EGRESS

EXHIBIT "D"
TRASH AREA EASEMENTS

This map should be used for reference purposes only. No liability is assumed for the accuracy of the data shown. Parcels may not comply with local subdivision or building ordinances.

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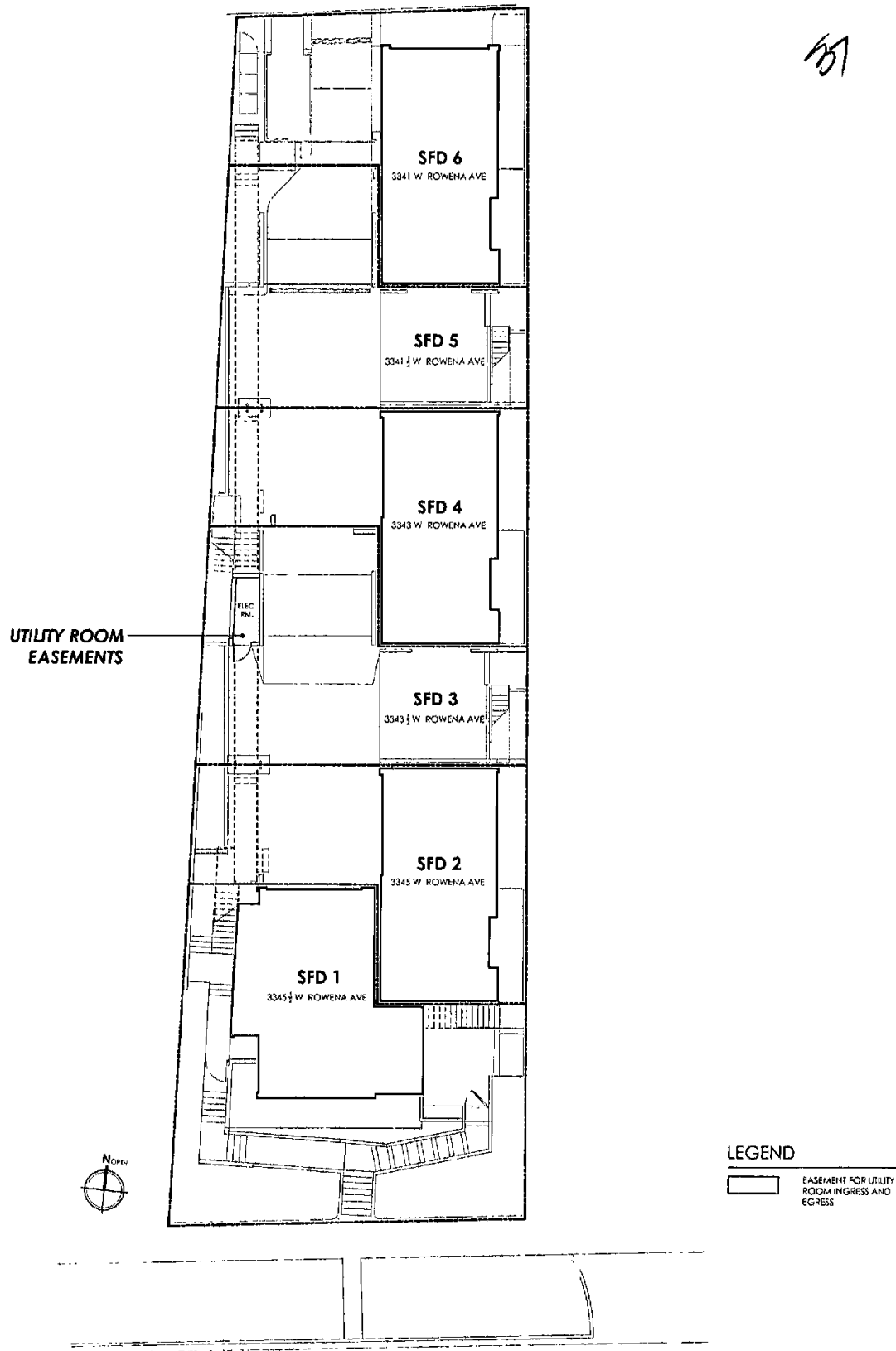


EXHIBIT "E"
UTILITY ROOM EASEMENTS

Document received by the CA 2nd District Court of Appeal.

Exhibit C

This page is part of your document - DO NOT DISCARD



20122017140



Pages:
0013

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

12/28/12 AT 08:00AM

FEES:	73.00
TAXES:	0.00
OTHER:	0.00
PAID:	73.00



LEADSHEET



201212280170008

00006999205



004533946

SEQ:
05

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

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Document received by the CA 2nd District Court of Appeal.

FIDELITY-VAN NUYS
Recording Requested By:
W.J. BRADLEY MORTGAGE
CAPITAL, LLC.



2

And After Recording Return To:
W.J. BRADLEY MORTGAGE CAPITAL, LLC.
100 WEST TOWNE RIDGE PARKWAY, SUITE #300
SANDY, UTAH 84070
Loan Number: 3000142230

19647881

[Space Above This Line For Recording Data]

DEED OF TRUST

FHA CASE NO.

197-6247233-703

MIN: 100252230001422308

MERS Phone: 888-679-6377

THIS DEED OF TRUST ("Security Instrument") is made on DECEMBER 13, 2012
The trustor is SKYLAR WELLS, A SINGLE MAN AND DAVID SCHIAMBERG AND
MARILYN SCHIAMBERG, HUSBAND AND WIFE, ALL AS JOINT TENANTS.

("Borrower").

The trustee is FIDELITY NATIONAL TITLE COMPANY
5900 CANOGA AVE., SUITE 100, WOODLAND HILLS, CALIFORNIA 91367 ("Trustee").
The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as
hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of
Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
W.J. BRADLEY MORTGAGE CAPITAL, LLC., A DELAWARE LIMITED
LIABILITY COMPANY ("Lender")

is organized and existing under the laws of DELAWARE
and has an address of 100 WEST TOWNE RIDGE PARKWAY, SUITE #300, SANDY,
UTAH 84070

Borrower owes Lender the principal sum of SEVEN HUNDRED FORTY-TWO THOUSAND FIVE
HUNDRED TWENTY AND 00/100 Dollars (U.S. \$ 742,520.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides
for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2043

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest,
and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest,
advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably

Document received by the CA 2nd District Court of Appeal.

00720

SB

5434-005-010

3

grants and conveys to Trustee, in trust, with power of sale, the following described property located in
LOS ANGELES County, California:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 5434-005-010

which has the address of 3345 1/2 ROWENA AVENUE

LOS ANGELES

[City]

, California

[Street]

90027

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully scised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

4

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note; and

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a

5

leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

6

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

1

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all

8

expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law. If the fee charged does not exceed the fee set by applicable law, the fee is conclusively presumed to be reasonable.

20. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

21. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by applicable law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

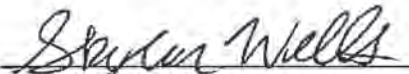
- | | | |
|--|--|--|
| ☐ Condominium Rider | ☐ Graduated Payment Rider | ☐ Growing Equity Rider |
| ☒ Planned Unit Development Rider | ☐ Adjustable Rate Rider | ☐ Rehabilitation Loan Rider |
| ☐ Non-Owner Occupancy Rider | ☐ Other [Specify] | |

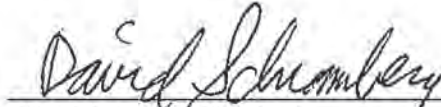
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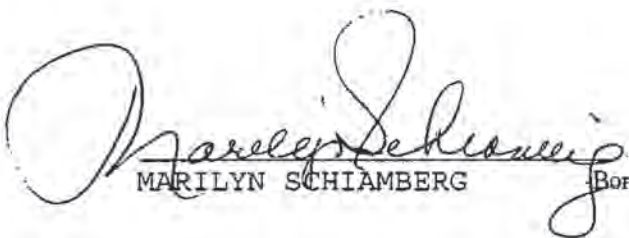
9

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 9 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.


SKYLAR WELLS (Seal)
-Borrower


DAVID SCHIAMBERG (Seal)
-Borrower


MARILYN SCHIAMBERG (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

10

[Space Below This Line For Acknowledgment]

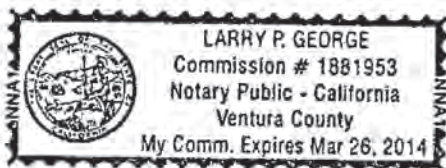
State of CALIFORNIA)
) ss.
County of LOS ANGELES)

On DECEMBER 20, 2012 before me, LARRY P. GEORGE, NOTARY PUBLIC
personally appeared SKYLAR WELLS AND DAVID SCHIAMBERG AND MARILYN
SCHIAMBERG

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



NOTARY SEAL

Larry P. George
NOTARY SIGNATURE

LARRY P. GEORGE
(Typed Name of Notary)

00728

Document received by the CA 2nd District Court of Appeal.

FHA Case No.: 197-6247233-703
Loan Number: 3000142230

FHA PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 13th day of DECEMBER, 2012, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to W.J. BRADLEY MORTGAGE CAPITAL, LLC., A DELAWARE LIMITED LIABILITY COMPANY ("Lender") of the same date and covering the Property described in the Security Instrument and located at: 3345 1/2 ROWENA AVENUE, LOS ANGELES, CALIFORNIA 90027

[Property Address]

The Property is part of a planned unit development ("PUD") known as:
ROWENA LOFTS

[Name of Planned Unit Development]

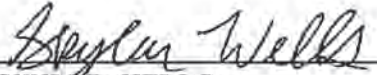
PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

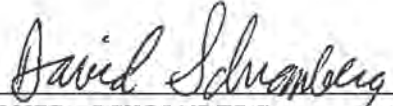
- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners' Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

12

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

 (Seal)
SKYLAR WELLS -Borrower

 (Seal)
DAVID SCHIAMBERG -Borrower

 (Seal)
MARILYN SCHIAMBERG -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

13

Loan Number: 3000142230

Date: DECEMBER 13, 2012

Property Address: 3345 1/2 ROWENA AVENUE
LOS ANGELES, CALIFORNIA 90027

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 1 of Tract No. 63131, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 1360 Pages 39 through 41, inclusive of maps, in the office of the County Recorder of said County.

Assessor's Parcel No: 5434-005-010

A.P.N. # : 5434-005-010

DocMagic eForms
www.docmagic.com

Document received by the CA 2nd District Court of Appeal.

00731

MIN: 100252230001422308

NOTE

Loan Number: 3000142230

FHA CASE NO.

197-6247233-703

DECEMBER 13, 2012
[Date]SANDY
[City]UTAH
[State]3345 1/2 ROWENA AVENUE, LOS ANGELES, CALIFORNIA 90027
[Property Address]**1. PARTIES**

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns.
 "Lender" means W.J. BRADLEY MORTGAGE CAPITAL, LLC., A DELAWARE
 LIMITED LIABILITY COMPANY and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of SEVEN HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED TWENTY AND 00/100 Dollars (U.S.\$ 742,520.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of THREE AND 375/1000 percent (3.375 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT**(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 1, 2013. Any principal and interest remaining on the first day of JANUARY, 2043, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at DEPT 1409, DENVER, COLORADO 80256

or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 3,282.65. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

☐ Growing Equity Allonge
☐ Other [specify]

☐ Graduated Payment Allonge

Bernice Russell

00732

Document received by the CA 2nd District Court of Appeal.

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR AND 000/1000 percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. GROUNDS FOR ACCELERATION OF DEBT**(A) Default**

Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by the Security Instrument and due under this Note if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Note and the Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in the Security Instrument securing this Note.

(B) Sale Without Credit Approval

Lender shall, if permitted by applicable law (including section 341 (d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j - 3(d)) and with the prior approval of the Secretary, require immediate payment in full of all the sums due under this Note and secured by the Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(C) No Waiver

If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(D) Regulations of HUD Secretary

In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Note and the Security Instrument do not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(E) Mortgage Not Insured

Borrower agrees that if the Security Instrument and this Note are not determined to be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by the Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure the Security Instrument and this Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

8. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 4 of this Note.

Skylar Wells (Seal)
SKYLAR WELLS -Borrower

David Schiamberg (Seal)
DAVID SCHIAMBERG -Borrower

Marilyn Schiamberg (Seal)
MARILYN SCHIAMBERG -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

PAY TO THE ORDER OF:
WITHOUT RECOURSE

W.J. BRADLEY MORTGAGE CAPITAL, LLC., A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

ITS:

[Sign Original Only]

Exhibit D

00736

Document received by the CA 2nd District Court of Appeal.

Rowena Loftis

This page is part of your document - DO NOT DISCARD



20191434431



Pages:
0010

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

12/23/19 AT 04:59PM

FEES:	44.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	119.00



LEADSHEET



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SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

Robert D. Hillshafer, Esq.
Loewenthal, Hillshafer & Carter, LLP
5700 Canoga Avenue, Suite 160
Woodland Hills, CA 91367



WHEN RECORDED MAIL TO

NAME: Same as above

Space Above This Line Reserved For Recorders Use Only

**CERTIFICATE OF FIRST AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
ROWENA LOFTS (TRACT 63131)**

Document received by the CA 2nd District Court of Appeal.

00738

**CERTIFICATE OF FIRST AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF
EASEMENTS FOR ROWENA LOFTS (TRACT 63131)**

Document received by the CA 2nd District Court of Appeal.

CERTIFICATE OF FIRST AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
ROWENA LOFTS (TRACT 63131)

We, Brandon Cohen, Cameron Hopkins, Martin Park, Genevieve Ko and Jay Dyckman,
certify and declare that:

We are the Owners of Lots within the Rowena Lofts project in Tract 63131 in the City of
Los Angeles, County of Los Angeles, State of California.

Various individuals are the owners of certain properties located in the County of Los
Angeles, State of California, consisting of that real property described as Lot 1 through 6 of
Tract 63131 as per Map recorded in Book 1360, pages 39 through 41 of Maps in the Office of
the County Recorder of Los Angeles County; (hereinafter referred to as the "Property").

The Declarant for the Property previously established a general plan for the protection,
maintenance, improvements and development of the Property and fixed covenants, conditions,
restrictions, easements, reservations, liens and charges upon and subject to which all the
Property and each portion thereof and for the benefit of the Declarant and each present and
future owner. Said covenants, conditions and restrictions were set forth in that certain
Declaration of Covenants, Conditions, Restrictions and Reservation of Easements
("Declaration") recorded in the office of the County Recorder of Los Angeles on or about
February 7, 2012 as Instrument No. 20120210654.

Said Declaration provides that it has been created under the laws of the State of
California for the purpose of enforcing the covenants, conditions and restrictions placed upon
the Property and protecting the value, desirability and attractiveness of the Property.

Pursuant to Article 7, Section 7.1, Owners comprising sixty-six and 2/3rds of the Owners
of Lots within the Property may cause the amendment of the Declaration. At a meeting noticed
to each and every Owner of a Lot within the Property, eighty-three and 1/3rd of the Owners (5
out of 6) voted in favor of amending the Declaration as provided herein. These same Owners have
executed the Certificate demonstrating the requisite approval.

NOW, THEREFORE the Declaration is amended as follows:

Section 1.1.11 is amended to read as follows in its entirety: "Responsible Owner shall mean and
refer to the two (2) Owners elected by all Owners to serve as their agents for the preservation,
operation, maintenance, management, repair and replacement of the common improvements
and facilities in the Easement Maintenance Areas, and for managing the sub-metering of
common utilities, on behalf of all Owners and to collect the pro rata share of expenses from
each Owner and prosecute any collection action on behalf of all Owners as their appointed
Agent."

Section 3.2.1 is amended to read as follows in its entirety: "The Responsible Owners shall serve as the agents of all Owners until replaced and shall be responsible to diligently preserve, maintain, repair and replace as necessary, the common use improvements and facilities in the Easement Maintenance Areas. The Responsible Owners shall have the express authority of the Owners to initiate and prosecute legal action for the collection of the pro rata share of expenses assessed collectively by the Owners from each Owner. The Responsible Owners shall have the discretion to retain legal counsel, the cost of which shall become an expense which shall be borne collectively in pro rata shares by the Owners hereunder. The Responsible Owners may, in their sole discretion, prosecute any such collection action in Los Angeles Superior Court and shall not be obligated to engage in binding arbitration under Section 5.2 of this Declaration.

Section 3.4 is amended to read as follows in its entirety: "Financial Responsibility. The Responsible Owners shall cause the trash collection account, insurance policy and the electrical billing account for the Easement Maintenance Areas to be placed in his or her names, and shall have charge of the financial arrangements therefor, including maintenance of a separate bank account for the Easement Maintenance Areas, payment of bills, costs and expenses, and collection of the respective shares of such costs from the Owners as well as interest on said sums at 12% per annum commencing 30 days after payment is due and attorney's fees and legal costs incurred in the prosecution of any legal action to collect the respective shares of such costs. Costs of collection including costs of any necessary legal action that are not recovered, shall be a common cost of the Owners. Two bank accounts shall be established, one for payment of the operating expenses, including trash collection, utility bills, periodic cleaning and maintenance and minor repairs, and another account for the accumulation of reserves for the replacement capital improvements. The signatures of two (2) Owners (either both Responsible Owners, or at least one of the, Responsible Owners together with either the Record Keeper or another Owner) shall be required for any single check, expenditure or withdrawal in excess of \$250.00.

Section 3.4.2. is amended to read as follows in its entirety: "The Owner shall jointly establish the amount to be prepaid by each Owner on an annual or other more frequent basis to provide sufficient funds for the operation, maintenance and repair of the Easement Maintenance Areas, including common utility costs. Each Owner shall pay such one-sixth (1/6th) share of such expenses on the first day of each month to the elected Responsible Owners and said payment shall be delinquent if not received by Responsible Owners by the fifteenth day of each month. Notice shall be mailed via first class mail by the elected Responsible Owner to each of the Owners annually to inform concerning the amount of each Owner's share and the due dates for payment of same. The Owners shall also jointly establish the amount necessary for the accumulation of reserves to replace the capital improvements in the Easement Maintenance Areas, such as repaving of the Common Use Driveway, repainting or restaining of any fences and walls and bridge railing, and replacement of the common entrance gates and related equipment. Each Owner shall pay such Owner's one-sixth (1/6th) proportional share of such reserve amount to the Responsible Owners for deposit into the reserve account, on an annual or other more frequent agreed upon basis. Notice shall be mailed via first class mail by the

elected Responsible Owner to each of the Owners annually to inform concerning the amount of each Owner's share and the due dates for payment of same.

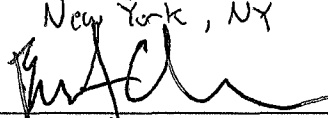
Section 5.2 shall be amended to read as follows in its entirety: "Remedies specified in this Declaration shall be deemed cumulative. Every act or omission whereby any covenant, restriction or condition in this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by an Owner, Owners. Upon a two-third's vote of the Owners, the Responsible Owners may act as the representatives of the Owners in an action to enjoin or abate a nuisance. Such actions may be filed in any court of competent jurisdiction in the discretion of the filing party or parties. Upon mutual agreement of the disputing parties, such disputes may be arbitrated upon such terms and conditions agreed to by the parties. The failure of any Owners or Responsible Owners to enforce any of the covenants, restrictions or conditions contained herein shall not be deemed a waiver of the right to enforce the same thereafter or to enforce any other covenant, restriction or condition herein."

Section 5.3 shall be amended to read as follows in its entirety: "Owners collectively shall indemnify, defend and hold harmless the Responsible Owners to the fullest extent permitted under California law, in any action, claim, complaint, lawsuit, cross-complaint, judgment or the like, brought by another Owner arising out of or directly or indirectly relating to Responsible Owner's good faith prosecution of any action to collect an Owner's pro rata share of expenses assessed under this Declaration or any enforcement action concerning covenants, restrictions or conditions hereunder, brought as the agent of the Owners which has been approved by a vote of two-thirds (2/3rd) of the Owners at a meeting of the Owners under Section 5.2 hereof.

Section 5.4 shall be amended to read as follows in its entirety: "In the event of a dispute between an Owner and another Owner or Responsible Owners acting as agents of the Owners, relating to enforcement of this Declaration, excluding actions for collection of pro rata shares of expenses assessed to each Owner, the party seeking to enforce shall comply with the Alternative Dispute Resolution provisions as set forth in Civil Code Section 5925-5955."

Section 9.4 shall be amended to read as follows in its entirety: "In the event the Declarant, any Owner or Owners jointly, or the Responsible Owners acting as agent for the Owners collectively should commence any legal or equitable action or proceeding, including judicial reference or binding arbitration, to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover, have judgment against and recover from the other party in such proceeding reasonable attorney's fees and costs of court, judicial reference or arbitration as the court, referee or arbitrator may determine reasonable and appropriate.

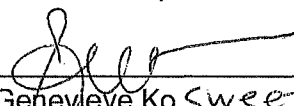
I declare under penalty of perjury according to the laws of the State of California that the foregoing is true and correct. Executed in ~~Los Angeles, California~~ New York, NY on September 22, 2019.



Brandon Cohen



Cameron Hopkins



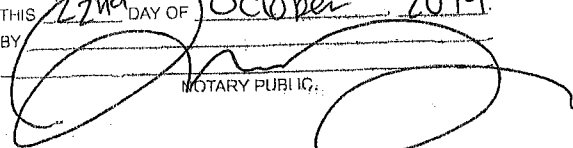
Genevieve Ko Sweet gks



Jay Dyckman



Martin Park

STATE OF New York
COUNTY OF New York
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 22nd DAY OF October, 2019.
BY 

NOTARY PUBLIC

DAVID M ZIDEK JR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01Z16394330
Qualified in New York County
My Commission Expires 07-01-2023

See Attached Notary Public
Certificate

Exhibit E

00744

Document received by the CA 2nd District Court of Appeal.

SWEDELSONGOTTLIEB

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Attorneys for Petitioners

MICHAEL KREMIN, SCOTT BOXENBAUM, PAUL ASPLUND,
KARL DUNN, LEE GONZALEZ, ROBB DICKEHUT, JEAN PARK,
MATTHEW PARK and MARTIN PARK

FILED
Superior Court of California
County of Los Angeles
SEP 30 2016
Sherri R. Carter, Executive Officer/Clerk
By: Steve Temblador Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES -STANLEY MOSK COURTHOUSE
UNLIMITED JURISDICTION

MICHAEL KREMIN, an individual; SCOTT
BOXENBAUM, an individual; PAUL
ASPLUND, an individual; KARL DUNN, an
individual; LEE GONZALEZ, an individual;
ROBB DICKEHUT, an individual; JEAN
PARK, an individual; MATTHEW PARK an
individual; and MARTIN PARK, an
individual;

Petitioners.

v.

SKYLER WELLS, an individual;

Respondent.

CASE NO. BS162671

Assigned to Ernest M. Hiroshige, Dept. 54
for all purposes

**PROPOSED JUDGMENT AND
CONFIRMATION OF
ARBITRATION AWARD**

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

On June 30, 2016 the Notice of Motion/Hearing on the petition to confirm the
Arbitration Award, presented by Petitioners, MICHAEL KREMIN, an individual; SCOTT
BOXENBAUM, an individual; PAUL ASPLUND, an individual; KARL DUNN, an individual;
LEE GONZALEZ, an individual; ROBB DICKEHUT, an individual; JEAN PARK, an

1 individual; MATTHEW PARK an individual; and MARTIN PARK an individual;
2 ("Petitioners") came on for a duly noticed and served hearing to confirm the Arbitration Award
3 and enter Judgment thereon against Respondent SKYLER WELLS, an individual
4 ("Respondent" or "Wells"), before Hon. Ernest M. Hiroshige, which was continued by the court
5 at Respondent's request to July 19, 2016. On July 19, 2016, oral argument ensued before the
6 court on both Petitioners' Motion to Confirm the Arbitration Award and Respondent's Cross-
7 Petition to Vacate the Arbitration Award.

8 David C. Swedelson, Esq. of SwedelsonGottlieb appeared on behalf of Petitioners,
9 MICHAEL KREMIN, an individual; SCOTT BOXENBAUM, an individual; PAUL
10 ASPLUND, an individual; KARL DUNN, an individual; LEE GONZALEZ, an individual;
11 ROBB DICKEHUT, an individual; JEAN PARK, an individual; MATTHEW PARK an
12 individual; and MARTIN PARK an individual.

13 Respondent, Skyler Wells appeared by Steven R. Lovett, Esq., his attorney.

14 The court granted Respondent Wells' request for supplemental briefing to which
15 Petitioners were given the opportunity to respond. The matter was thereafter submitted on the
16 briefs and after review of the Petition, the Cross-Petition and after having determined that the
17 Petition and Notice of the Motion/Hearing has been properly served and oral argument being
18 heard, if any, and **GOOD CAUSE APPEARING THEREFORE**; the court on August 30,
19 2016 ordered that: The Petition to Confirm the Arbitration Award was GRANTED and the
20 Cross-Petition to Vacate the Arbitration Ward was DENIED.

21 **THEREFORE, IT IS ORDERED ADJUDGED AND DECREED** as to the Address
22 Sign (street numbers) that Wells is ordered to pay the other homeowners the sum of \$1,048.00 for
23 the cost of moving back the address sign to its original condition.

24 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to the Pedestrian
25 Promenade, that Wells is ordered not to interfere with the legitimate use by other owners, of the
26 Pedestrian Promenade Easement from the street to all residences as set forth in Section 1.1.5.3 of the
27 CC&Rs and related provisions.
28

1 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to Lot 1 Landscaping
2 that the majority of the homeowners have the right, duty and obligation to maintain, manage,
3 operate, repair, and/or replace the landscaping on Lot I as a part of the Easement Maintenance Areas
4 as provided by the CC&Rs and that Wells is ordered to pay the sum of \$3,540.00 to the other
5 owners for restoring the landscaping and is enjoined from interfering with the maintenance of said
6 landscaping by the owners.

7 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to the Trees, that the
8 4 trees that are no longer at the front of the property may be restored by the homeowners
9 collectively. The cost of this item is included in the Lot 1 landscaping amount of \$3,540.00 set forth
10 above.

11 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to the Primary
12 Pedestrian Security Gate, that the Arbitrator declares that the gate is a part of the Pedestrian
13 Promenade Easements and the will of the majority of the owners shall prevail, as to any
14 modifications to the gate and that Wells is ordered not to interfere with any such modifications.

15 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to the City Parkway,
16 that Wells is ordered to comply with the CC&Rs as it relates to the landscaping, maintenance and
17 signs on the City Parkway and not modify landscaping or irrigation in the Easement Maintenance
18 Areas.

19 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to Restoration of
20 Lighting that the majority of the owners may restore the exterior lighting on Lot 1 to its original
21 condition or a suitable alternative, as determined by them. That cost is included in the Lot 1
22 landscaping amount of \$3,540.00 as set forth above.

23 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to Unpaid Fees, that
24 Wells is ordered to pay the unpaid fees of \$6,748.19, plus \$350.00 per month for each month after
25 January 2016 for a total of \$8,498.19 through June of 2016, together with interest if applicable, per
26 the CC&Rs.

27 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to the American
28

1 Arbitration Association Fees and Charges, that the fees and charges of the American Arbitration
2 Association shall be paid as incurred. The arbitrator's compensation in the amount of \$44,100.00
3 shall be equally borne (50/50) by Mr. Wells on the one hand, and the other homeowners on the other
4 hand. The administrative fees and expenses of the AAA totaling \$2,930.00 are to be borne as
5 incurred. The compensation and expenses of the Arbitrator totaling \$44,100.00 are to be borne
6 \$22,050.00 by Skyler Wells; \$4,410.00 by Michael Kremin; \$4,410.00 by Scott Boxenbaum;
7 \$4,410.00 by Paul Asplund and Karl Dunn; \$4,410.00 by Lee Gonzalez and Robb Dickehut;
8 \$4,410.00 by Jean Park, Matthew Park and Martin Park. Therefore, Wells is ordered to pay
9 Petitioners as follows: Michael Kremin, the amount of \$2,940.00; Scott Boxenbaum, the amount of
10 \$2,940.00; Paul Asplund and Karl Dunn, the amount of \$2,940.00; Lee Gonzalez and Robb
11 Dickehut, the amount of \$2,940.00; and Jean Park, Matthew Park and Martin Park, the amount of
12 \$2,940.00.

13 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** as to Attorneys' Fees,
14 that attorneys' fees and costs are awarded in favor of Petitioners and against Respondent Wells
15 in the sum of \$87,580.00.

16 **THEREFORE, IT IS FURTHER ORDERED ADJUDGED AND DECREED** that
17 the arbitration award be, and is hereby confirmed, and that Judgment is entered thereon and
18 herein against Skyler Wells, an individual in the principal amount of **\$115,016.19** calculated as
19 follows:

20	Street Sign:	\$ 1,048.00
21	Landscaping/Trees:	\$ 3,540.00
22	Unpaid Fees through June 2016:	\$ 8,498.19 (\$6,748.19 plus \$350.00 per month for each 23 month after Jan. 2016) and (continuing thereafter at \$350.00 per month)
24	Costs	\$ 14,700.00 (\$2,940 x 5)
25	<u>Attorneys' Fees:</u>	<u>\$ 87,580.00</u>
26	Total	\$115,016.19

27 **AND IT IS FURTHER ORDERED ADJUDGED AND DECREED** that the Total
28

1 Judgment Amount of \$115,016.19 is payable by Wells to Petitioners as follows:

- 2 a. \$ 23,003.24 in favor of Michael Kremin;
3 b. \$ 23,003.24 in favor of Scott Boxenbaum;
4 c. \$ 23,003.24 in favor of Paul Asplund and Karl Dunn, jointly;
5 d. \$ 23,003.24 in favor of Lee Gonzalez and Robb Dickehut, jointly;
6 e. \$ 23,003.23 in favor of Jean Park, Matthew Park and Martin Park, jointly

7 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** that attorneys' fees in
8 the sum of \$ Ø and costs in the sum of \$ Ø be entered on the Judgment for
9 attorneys' fees incurred in the preparation of this Petition and supporting papers, and incurred
10 since the entry of attorneys' fees on the award by the Arbitrator, and for interest on the
11 Judgment from the date of entry through satisfaction at the rate of 10% per annum.

12
13 **IT IS SO ORDERED**

14
15 Dated 9-30, 2016


Hon. Ernest M. Hiroshige
Judge of the Superior Court

Document received by the CA 2nd District Court of Appeal.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles. I am over the age of eighteen (18) years and am not a party to the within action. My business address is: 11900 W. Olympic Blvd., Suite 700, Los Angeles, CA 90064.

On August 31, 2016, I served a copy of the following document(s): **[PROPOSED] JUDGMENT AND CONFIRMATION OF ARBITRATION AWARD** on the interested party in this action addressed as follows:

SEE ATTACHED SERVICE LIST

- ☒ (Via First Class Mail) I am readily familiar with the firm's procedures for collecting and processing correspondence for mailing and that pursuant to such procedure, such envelope would be deposited in the U.S. Postal Service on this same day with postage thereon fully prepaid at Los Angeles, California. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing listed in the affidavit.
- ☐ (Via Overnight Service) I am readily familiar with the firm's practice of collecting and processing correspondence for delivery by overnight delivery service. In accordance with that practice the documents would be delivered to an authorized courier or driver authorized by the express courier to receive documents, in an envelope or package designated by the express service carrier with delivery fees paid or provided for, addressed to the person on whom it is to be served, at the office address as last given by that person on any document filed in the cause and served on the party making service; otherwise at the party's place of residence.
- ☐ (Via Personal Service) I caused the above-referenced document(s) to be personally delivered to the office of the person(s) listed below.
- ☐ (Via Electronic Mail) On said date, I transmitted the aforementioned document(s) to the person(s) at the e-mail address(es) listed. My e-mail address is: alinda@sghoalaw.com; I did not receive, within a reasonable amount of time after the transmission, any e-mail or other indication that the transmission was unsuccessful.
- ☐ (Via Facsimile) By transmitting from my business address a true copy thereof sending facsimile machine (310) 207-2115, addressed to each individual at its facsimile telephone number set forth above.
- ☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 31, 2016**, at Los Angeles, California.


ALINDA TURNER

Document received by the CA 2nd District Court of Appeal.

SERVICE LIST

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Electronically FILED by
Superior Court of California,
County of Los Angeles
1/09/2025 7:21 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Bolden, Deputy Clerk

Attorneys for Defendant/Cross-Complainant,
CAMERON HOPKINS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SKYLER WELLS, an individual,

Plaintiff,

vs.

CAMERON HOPKINS, an individual; JAY
DYCKMAN, and individual,

Defendants.

CASE NO.: 22STCV05843

[Assigned for all purposes to Hon. Wendy
Chang]

Dept. 36

**CROSS-COMPLAINANT CAMERON
HOPKINS' OPPOSITION TO CROSS-
DEFENDANT SKYLER WELLS'
MOTION FOR SUMMARY
ADJUDICATION**

CAMERON HOPKINS, an individual,

Cross-Complainant,

vs.

SKYLER WELLS aka SKYLAR WELLS, an
individual; DAVID SCHIAMBERG, an
individual; MARILYN SCHIAMBERG, an
individual, and ROES 1-20,

Cross-Defendants.

**[FILED CONCURRENTLY WITH
HOPKINS OBJECTIONS TO
DECLARATION OF SKYLER WELLS
AND EXHIBITS C AND D AND
[PROPOSED] ORDER; HOPKINS
OBJECTIONS AND RESPONSE TO
WELLS' SEPARATE STATEMENT]**

Hearing Date: January 25, 2025

Hearing Time: 8:30 a.m.

Complaint Filed: February 16, 2022

Jury Trial: March 28, 2025

**CROSS-COMPLAINANT CAMERON HOPKINS' OPPOSITION TO CROSS-
DEFENDANT SKYLER WELLS' MOTION FOR SUMMARY ADJUDICATION**

Document received by the CA 2nd District Court of Appeal.

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TABLE OF CONTENTS

I. INTRODUCTION AND SUMMARY OF OPPOSITION	5
II. RESPONSE TO WELLS’ STATEMENT OF UNDISPUTED FACTS	7
A. The Separate Statement Fails to Break Down Issues Supported by “Undisputed Facts”	7
B. Wells’ Statement is Primarily Made Up of Conclusory Statements	7
C. Wells’ Defective Motion Should Be Denied in Its Entirety	8
III. LEGAL STANDARD	8
IV. LEGAL ARGUMENT	9
A. Wells is Not Entitled to Summary Adjudication as to Any of the Causes of Action Based on Statute of Limitations	9
1. No Bar to the Breach of Contract Cause of Action	9
2. No Bar to the Premises Liability or Private Nuisance Causes of Action	9
B. Wells is Not Entitled to Summary Adjudication of the Breach of Contract Cause of Action Because the Davis-Stirling Act Does Not Govern the CC&Rs	10
1. The Davis-Stirling Act is Not Applicable to this Case	10
2. Wells “Evidence” Fails to Establish Applicability of the Act	12
3. The Amended CC&Rs are Valid and Wells Fails to Prove Otherwise	12
C. Wells is Not Entitled to Summary Adjudication of the Premises Liability Cause of Action	12
1. Wells Fails to Prove That Hopkins Did Not Suffer Any Damages	12
D. Wells is Not Entitled to Summary Adjudication of the Private Nuisance Cause of Action .	13
E. Wells is Not Entitled to Summary Adjudication as to Punitive Damages	14

1	F. Wells is Not Entitled to Summary Adjudication as to Attorney’s Fees and Prejudgment	
2	Interest.....	15
3	1. Attorney’s Fees are Recoverable in both the CC&Rs and the 2019 Amendment.....	15
4	G. Wells is Not Entitled to Summary Adjudication as to the Declaratory Relief Cause of	
5	Action.....	16
6	V. CONCLUSION.....	17

TABLE OF AUTHORITIES

Cases

<i>Aguilar v. Atlantic Richfield Co.</i> , 25 Cal.4th 826, 850 (2001)	9, 13
<i>Aryeh v. Canon Business Solutions</i> , 55 Cal.4th 1185, 1191-1192 (2013)	9, 10
<i>Ganoe v. Metalclad Insul. Corp.</i> , 227 Cal.App.4th 1577, 1582 (2014)	9
<i>Hayman v. Block</i> , 176 Cal.App.3d 629, 639 (1986)	9, 13
<i>Johnson v. Superior Court</i> , 143 Cal.App.4th 297, 304 (2006)	8
<i>Moylan v. Dykes</i> , 181 Cal.App.3d 561, 574 (1986)	14
<i>Multani v. Witkin & Neal</i> , 215 Cal.App.4th 1428, 1443 (2013)	8, 9, 13
<i>Spaulding v. Cameron</i> , 127 Cal.App2d 698, 706 (1954)	14
<i>United Community Church v. Garcin</i> , 231 Cal.App.3d 327, 337 (1991)	8
<i>Y.K.A. Indus., Inc. v. Redevelopment Ag’y of City of San Jose</i> , 174 Cal.App.4th 339, 352 (2009)	8

Statutes

California Civil Code § 3294(c)(1)	14
California Civil Code § 4080	11
California Civil Code § 4200	11
California Civil Code § 4250	11
California Civil Code § 4280	11
California Code Civil Proc. § 437c, subd. (d)	9
California Code Civil Proc. § 437c, subd. (b)(1)	8

Rules

California Rules of Court, Rule 3.1350(b)	8
California Rules of Court, Rule 3.1350(f)	7
California Rules of Court, Rule 3.1350(d)(1)(A)	6, 7
California Rules of Court, Rule 3.1350(d)(2)	6, 7

1
2 **I. INTRODUCTION AND SUMMARY OF OPPOSITION**

3 In this case, Cross-Defendant and Moving Party Skyler Wells (“Wells”) has refused to
4 comply with a small single-family home community’s CC&Rs since purchasing a property with
5 his parents in 2012. The property is one of six in the Rowena Lofts community. (FACC, ¶¶ 16-
6 17, 20). Per the CC&Rs, which were duly recorded at the time Wells took possession, all six
7 property owners are required to pay monthly fees for common area maintenance. (Id., ¶¶ 1-4).
8 Wells has never paid any common area fees – not once since purchasing the property in 2012.
9 (Id., ¶ 29). So, the other five homeowners had to cover his share of insurance, maintenance, and
10 trash collection. (Id., ¶ 40).

11 To make matters worse, Wells effectively took exclusive control and possession over the
12 common areas of the community. (Id., ¶¶ 34-39). He interfered with maintenance and repair
13 attempts, blocked street addresses, removed landscaping and irrigation systems, and refused to
14 put his trash in designated areas until the other homeowners had to pay – out-of-pocket – for
15 private hauling companies to collect and remove his piles of accumulated trash. (Id., ¶¶ 34-39).
16 When the other homeowners tried to assert rights or communicate with Wells, he responded with
17 written threats of physical violence. (Id., ¶¶ 34-35, 41, 43).

18 In 2016, the other Rowena Loft owners obtained a judgment against Wells setting forth the
19 rights of the parties per the CC&Rs, among other relief. (Id., ¶¶ 30-33). They also obtained a
20 monetary judgment for all of the past due common maintenance area costs and court orders
21 directing Wells to cease interfering with the maintenance and use of the common areas. (Id., ¶
22 31). Wells refused to comply. (Id., ¶ 30).

23 On January 7, 2021, concerned with Wells’ escalating personal threats of violence and
24 potential harm to the community, Cross-Complainant, Cameron Hopkins, on behalf the owners
25 and residents of Rowena Lofts, wrote to LAPD Detective Ventura and Sargeant Rey regarding
26
27

1 Wells' continuing violent threats. Ventura and Rey were familiar with Wells based on prior
2 incidents involving Wells and other Rowena Lofts owners, guests, visitors and neighbors. (Id., ¶
3 42).

4 In 2022, Cross-Complainant, one of the six current Rowena Loft property owners, filed his
5 Cross-Complaint for breach of contract, premises liability, private nuisance, and declaratory
6 relief as to the 2016 Judgment. (Id., ¶¶ 45-80). He also seeks to recover unpaid common area
7 maintenance fees on his and the other four owners behalf in his capacity as a "Responsible
8 Owner". (Id., ¶¶ 54-56). He was elected to this position and empowered with the ability to bring
9 this suit pursuant to the amended CC&Rs. (Id., ¶ 2). In the fall of 2022, there was a substantial
10 amount of law and motion regarding Cross-Complainant's cross-complaint and theories of this
11 case. (See Court's Minute Order, dated November 17, 2022). The Court denied all of Cross-
12 Defendant Wells' challenges via Demurrer and Motion to Strike. (Id.). Nevertheless, Wells is
13 attempting to, once again, make similar arguments here in his Motion for Summary Adjudication
14 without evidentiary or legal support. In response, Hopkins submits his Declaration with
15 supporting evidence and points and authorities in opposition to moving party's motion.

16 This Motion should be denied in its entirety. Wells' Separate Statement of Undisputed
17 Facts is wholly defective. Wells fails to separately identify each issue that is the subject of the
18 motion followed by "undisputed" material facts as required by California Rules of Court, Rule
19 3.1350(d)(1)(A). Wells fails to make statements of "undisputed" material facts supported by
20 admissible evidence as required by California Rules of Court, Rule 3.1350(d)(2). Rather, his
21 Separate Statement is made up of conclusory statements and non-expert legal opinions supported
22 primarily by his lengthy, self-serving Declaration premised primarily on inadmissible evidence.

23 Additionally, Wells fails to show: (1) that statute of limitations bars any of the causes of
24 action; (2) that the Davis-Stirling Act is applicable to this case in any manner; (3) that Cross-
25 Complainant didn't suffer any damages; (4) that Wells' tortious acts do not constitute private
26 nuisance; (5) that Cross-Complainant is not entitled to fully try his case, including seeking
27

punitive damages, prejudgment interest, and attorney fees and costs; and (6) that the 2016 Judgment and Court orders do not apply to him.

This case is scheduled for jury trial beginning on March 28, 2025. Hopkins is entitled to fully present all relevant evidence in support of the cross-claims at trial for the trier-of-fact to decide.

II. RESPONSE TO WELLS' STATEMENT OF UNDISPUTED FACTS

A. The Separate Statement Fails to Break Down Issues Supported by "Undisputed Facts"

"The Separate Statement of Undisputed Material Facts must separately identify:

(A) Each cause of action, claim for damages, issue of duty, or affirmative defense that is the subject of the motion". California Rules of Court, Rule 3.1350(d)(1)(A).

In violation of this rule, moving party Wells Statement vaguely lists 9 "issues", at the top of the page without any further breakdown. For example, he states: "[Wells seeks a] summary adjudication of Cross-Complainant Cameron Hopkins First Amended Cross-Complaint Breach of Contract first cause of action, which has a complete defense, and is without merit." (Wells' Separate Statement, p. 2, lines 6-8.) However, there is no connection between the vague "issue" statements and the 115 "undisputed" facts. (Wells' Separate Statement, pp. 3-30.). See California Rules of Court, Rule 3.1350 (f) [Format for Separate Statements], https://courts.ca.gov/cms/rules/index/three/rule3_1350.

B. Wells' Statement Is Primarily Made Up of Conclusory Statements and Wells' Personal Interpretation of the Davis-Stirling Act

"The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion." California Rules of Court, Rule 3.1350(d)(2).

1 In violation of this rule, most of Wells' 115 UMFs are not "facts", but rather conclusory
2 statements or references to the "Davis-Stirling Act" [without specific citations] or other
3 documents [without specific citation or reference].

4
5 C. Well's Defective Motion Should Be Denied in Its Entirety

6 Wells's Separate Statement should be disregarded. See Code of Civ. Proc. §437c(b)(1):
7 "The failure to comply with this requirement of a separate statement may in the court's
8 discretion constitute a sufficient ground for denying the motion." California law provides that the
9 issues that form the basis of a motion for summary adjudication "...must be stated specifically in
10 the notice of motion and be repeated, verbatim, in the separate statement." Cal. Rules of Court
11 3.1350(b). "This the Golden Rule of Summary Adjudication: If it is not set forth in the separate
12 statement, it does not exist." *United Community Church v. Garcin*, 231 Cal.App.3d 327, 337
13 (1991).

14 **III. LEGAL STANDARD**

15 Summary judgment is a "drastic" procedure that must be "used with caution." *Y.K.A.*
16 *Indus., Inc. v. Redevelopment Ag'y of City of San Jose*, 174 Cal.App.4th 339, 352 (2009).
17 Summary judgment "may not be invoked unless it is clear from the declarations that there are no
18 triable issues of material fact." *Johnson v. Superior Court*, 143 Cal.App.4th 297, 304 (2006). A
19 triable issue of material fact exists if "the evidence would allow a reasonable trier of fact to find
20 the underlying fact in favor of the party opposing the motion in accordance with the applicable
21 standard of proof." *Aguilar v. Atlantic Richfield Co.*, 25 Cal.4th 826, 850 (2001).

22 The moving defendant bears the "burden of persuasion" throughout the summary judgment
23 process. *Aguilar v. Atlantic Richfield Co.*, *supra*, 25 Cal.4th at 850. Thus, the moving party "has
24 the burden of producing evidence showing that one or more elements of the plaintiff[s] cause of
25 action cannot be established, or that there is a complete defense to that cause of action." *Multani*
26 *v. Witkin & Neal*, 215 Cal.App.4th 1428, 1443 (2013).

1 To shift the burden, the defendant must (1) present affirmative evidence to “conclusively
2 negate an element of the plaintiff[’s] cause of action,” or (2) “show that the plaintiff cannot
3 establish at least one element of the cause of action.” *Aguilar*, 25 Cal.4th at 853. In determining
4 whether the defendant has shifted the burden, this Court may consider only admissible evidence.
5 Code Civ. Proc. § 437c, subd. (d); *Hayman v. Block*, 176 Cal.App.3d 629, 639 (1986) (“hearsay,
6 conclusions or impermissible opinions must be disregarded”). If the motion presents sufficient
7 admissible evidence, the “burden then shifts to the plaintiff to produce specific facts showing a
8 triable issue.” (Id.) On summary judgment, the Court must view the evidence in the light most
9 favorable to plaintiff. *Ganoe v. Metalclad Insul. Corp.*, 227 Cal.App.4th 1577, 1582 (2014).

10 11 **IV. LEGAL ARGUMENT**

12 **A. Wells is Not Entitled to Summary Adjudication as to Any of the Causes of Action** 13 **Based on a Statute of Limitations Argument**

14 **1. No Bar to the Contract Cause of Action**

15 Wells argues: “Breach of Contract cause of action for a written contract has a four (4)
16 years statute of limitations from the date of breach in California. [UMF No. 4] FACC Breach of
17 Contract cause of action allegations dated prior to June 10, 2018 are time barred. [UMF No. 5]”.
18 (Wells Motion, p. 8, lines 15-18). But, Wells, as the moving party “has the burden of producing
19 evidence showing that one or more elements of the plaintiff’s cause of action cannot be
20 established or that there is a complete defense to that cause of action. *Multani v. Witkin & Neal*,
21 215 Cal.App.4th 1428, 1443 (2013). Wells fails to show that Hopkins cannot establish
22 exceptions to the basic breach of contract limitations period under theories of continuing-wrong
23 accrual principles. See *Aryeh v. Canon Business Solutions*, 55 Cal.4th 1185, 1191-1192 (2013).
24 Wells never paid any common area maintenance fees during any point in which owned the
25 property and was subject to the CC&Rs. Declaration of Cameron A. Hopkins (“Hopkins Dec.”),
26 ¶ 5. Accordingly, each violation creates a new or continued statute of limitations period. (See
27 Hopkins’ Response to UMF No. 4 and 5.)

1 **2. No Bar to the Premises Liability or Private Nuisance Causes of Action**

2 Like the Breach of Contract argument, Wells claims:

3 “Premises Liability cause of action has a two (2) years statute of limitations from
4 the date of injury in California. [UMF No. 6] FACC Premises Liability cause of
5 action allegations dated prior to August 1, 2020 are time barred. [UMF No. 7]”
6 (Wells Motion, p. 8, lines 16-19).

7 “Private Nuisance cause of action has a three (3) years statute of limitations from
8 the date of nuisance in California. [UMF No. 8] FACC Private Nuisance cause of
9 action allegations dated prior to June 10, 2019 are time barred. [UMF No. 9]”.
10 (Wells Motion, p. 8, lines 19-22).

11 Here, again, Wells fails to show that Hopkins cannot establish exceptions to the
12 basic tort limitations period under theories of continuing-wrong accrual principles. See
13 *Aryeh v. Canon Business Solutions*, 55 Cal.4th 1185, 1191-1192 (2013). Wells continued
14 his tortious acts throughout relevant times of this Action. Declaration of Cameron A.
15 Hopkins (“Hopkins Dec.”), ¶¶ 6-9. Each violation creates a new or continued statute of
16 limitations period. (See Hopkins’ Response to UMF No. 6 and 7.)

17 **B. Wells is Not Entitled To Summary Adjudication of the Breach of Contract Cause of**
18 **Action Because the Davis-Stirling Act Does Not Govern the CC&Rs**

19 **1. The Davis-Stirling Act is Not Applicable to this Case**

20 Wells argues that “[t]he Rowena Lofts Community is subject to the Davis-Stirling Act
21 [CIV §§ 4000-6150] . . .because there are separate interests, interest in the common area or
22 membership in the association, a recorded Declaration or CC&Rs, a Condominium Plan does not
23 exist, and a recorded Final Map [Tract Map]. [UMF No. 10-13, 15, 37-38, 47-61, 100, 110].”
24 (Wells Motion, p. 19, lines 3-7). This is incorrect.

25 The Davis-Stirling Common Interest Development Act governs common interest
26 developments: “This act applies and a common interest development is created whenever a
27 separate interest coupled with an interest in the common area or membership in the association
28 is, or has been, conveyed, *provided all of the following are recorded*: (a) A declaration; (b) a

1 condominium plan, if any exists; (c) A final map or parcel map . . .”. *Emphasis added.* Cal.
2 Civil Code § 4200. “A declaration shall contain . . . a *statement that the common interest*
3 *development is a community apartment project, condominium project, planned development,*
4 *stock cooperative, or combination thereof.* The declaration shall additionally set forth *the name*
5 *of the association* and the restrictions on the use or enjoyment of any portion of the common
6 interest development that are intended to be enforceable equitable servitudes.” *Emphasis added.*
7 Cal. Civil Code § 4250 [Content of Declaration].

8 The CC&Rs [see Ex. A to FACC] do not contain a Cal. Civil Code 4250 declaration
9 identifying Rowena Lofts as a “common interest development”. The CC&Rs also fail to name,
10 or otherwise create, a homeowners association or HOA. Association “means a nonprofit
11 corporation or unincorporated association created for the purpose of managing a common
12 interest development.” Cal. Civil Code § 4080. Also see, Cal. Civil Code § 4280 (“The articles
13 of incorporation of an association filed with the Secretary of State shall include a statement . . .
14 that . . . (1) identifies the corporation as an association formed to manage a common interest
15 development under the Davis-Stirling Common Interest Development Act.”). In this case, no
16 such homeowners association exists and, therefore, the Davis-Stirling Act does not apply.

17 The determination that Rowena Lofts is not subject to the Davis-Stirling Act was
18 confirmed by legal counsel engaged by the Responsible Owners in 2019 who, after reviewing
19 the CC&Rs, stated: “The Davis-Stirling Act regulates common interest developments
20 (“CIDs”). If your CC&Rs contained all the requisites for being a CID, then you would be
21 required to comply with all of those Davis-Stirling requirements. Your CC&Rs were carefully
22 crafted to avoid that. In order to be a CID, the project has to have CC&Rs, and the CC&Rs
23 have to contain a statement that the CID is a planned development and the name of the HOA.
24 Civ. Code Sections 4200, 4250. Yours don’t have either statement, and in fact they don’t
25 require an HOA at all.” Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶ 11, Exhibit
26 “B”.

1 **2. Wells “Evidence” Fails to Establish Applicability of the Act**

2 Despite the above, Wells still argues that the Davis-Stirling Act governs this case based on:
3 (1) Wells interpretation of the Davis-Stirling Act; (2) a document from his 2012 FHA loan titled
4 “Planned Unit Development Rider”; and (3) a 2012 appraiser report that indicates that there is a
5 monthly “HOA” fee. (See Wells Motion, p. 12, lines 2-5, also see pp. 13, lines 1-5, [UMF No.
6 52], [UMF No. 58], [UMF No. 59], [UMF No. 60], [UMF No. 61].

7 All of this “evidence” is inadmissible. (See Hopkins Objections to Wells Declaration
8 (“Hopkins Ob. to Wells Dec.”, Nos. 13, 16, 17, 26, 27). Also see Hopkins Responses to UMF
9 No. 52, 58, 59, 60, 61. Even *if*, these hearsay, unauthenticated partial loan documents *were*
10 admissible, they still fail to meet the requirements set forth in B.1. above.

11 **3. The Amended CC&Rs are Valid and Wells Fails to Prove Otherwise**

12 Wells argues that the Amended CC&Rs are invalid because Cross-Defendant and the other
13 homeowners failed to follow the election and amendment procedures set forth in the Davis-
14 Stirling Act. (See Wells Motion, p. 13, lines 6-28, p. 14, lines 1-28, p. 15, lines 1-19; [UMF No.
15 62 -79]). Again, all of this “evidence” is inadmissible and based on Wells’ interpretation of the
16 Davis-Stirling Act. (Id). He then generally points to Hopkins’ responses to Requests for
17 Production of Documents (without proper page and line citation) as “evidence” that there are
18 missing Davis-Stirling notices. (Id). Also see Hopkins Responses to UMF No. 62-79. None of
19 Wells’ statements or “evidence” prove that the Amended CC&Rs are invalid because, as
20 previously set forth, the Davis-Stirling Act has no applicability to Rowena Lofts or this case.

21
22 **C. Wells is Not Entitled to Summary Adjudication of the Premises Liability Cause of**
23 **Action**

24 **1. Wells Fails to Prove That Hopkins Did Not Suffer Any Damages**

25 The entirety of Wells’ argument is as follows:

26 “Premises Liability cause of action requires a tangible physical injury. A tangible
27 physical injury is a physical injury to the body of a person, such as bodily injury.
28 The FACC does not allege Cross- Complainant suffered a tangible physical injury
 on Lot 1 or in the Rowena Lofts Community. Emotional distress is a mental injury.

Emotional distress is not a tangible physical injury. Furthermore, the allegation of emotional distress was not accompanied by a description of the emotional distress and how the emotional distress is manifested for Cross-Complainant. Accordingly, the FACC does not sufficiently allege emotional distress. The FACC does not allege causation as to how the alleged breach of duty caused the not alleged physical injury or insufficiently alleged emotional distress. The FACC fails to satisfy the element of causation for the Premises Liability cause of action. The FACC fails to satisfy the element of damages (physical injury) for the Premises Liability cause of action. Accordingly, the First Amended Cross-Complaint Premises Liability cause of action is without merit, and thus must be dismissed. [UMF No. 80-85]”. (Wells Motion, p. 21, lines 22-28; p. 22, lines 1-10).

Wells offers no facts or legal authority in support of this argument – only his interpretation [as a statement of “undisputed” fact] that the Cross-Complaint is deficient. Moreover, Hopkins Declaration disputes Wells unsupported contentions (Hopkins Dec. ¶¶ 6-10, 15, 16). Again, the moving party “has the burden of producing evidence showing that one or more elements of the plaintiff[’s] cause of action cannot be established, or that there is a complete defense to that cause of action.” *Multani v. Witkin & Neal*, 215 Cal.App.4th 1428, 1443 (2013). To shift the burden, the defendant must (1) present affirmative evidence to “conclusively negate an element of the plaintiff[’s] cause of action,” or (2) “show that the plaintiff cannot establish at least one element of the cause of action.” *Aguilar*, 25 Cal.4th at 853. In determining whether the defendant has shifted the burden, this Court may consider only admissible evidence. Code Civ. Proc. § 437c, subd. (d); *Hayman v. Block*, 176 Cal.App.3d 629, 639 (1986) (“hearsay, conclusions or impermissible opinions must be disregarded”).

D. Wells is Not Entitled to Summary Adjudication of the Private Nuisance Cause of Action

The essence of Wells’ argument here is as follows:

“To any reasonable person, the October 22, 2019 Email, December 17, 2020 through December 28, 2020 Emails, and Trash, do not amount to a substantial and unreasonable invasion of their interest in the use and enjoyment of their land, and cannot be characterized as offensive, seriously annoying, or intolerable. It is the Cross-Complainant that is being unreasonably sensitive to the conduct of Cross-Defendant in response to damages and distress he incurred caused by the Cross-Complainant. [UMF No. 88-99, 101, 102, 114-115] Cross-Complainant's Private

1 Nuisance claim thus cannot be established and should be dismissed.” (Wells
2 Motion, p. 24, lines 2-8).

3 In other words, Wells is asking the Court to simply accept his interpretation of his
4 threatening emails and other tortious acts, and to determine – by way of a summary adjudication
5 - that “no reasonable person” would consider them to be “offensive, annoying or intolerable”.
6 He is asking the Court to act as the trier-of-fact based on inadmissible hearsay and conclusory
7 statements and to circumvent Cross-Complainant's right to present his cross-claims at the
8 upcoming jury trial. Wells offers no legal authority or admissible evidence in support of his
9 position. Moreover, nuisance laws provide a number of remedies: “When a person interferes
10 with the use of an easement he deprives the easement’s owner of a valuable property right and
11 the owner is entitled to compensatory damages. The interference is a private nuisance and the
12 party whose rights have been impeded can recover damages as measured in the case of a private
13 nuisance.” *Moylan v. Dykes*, 181 Cal.App.3d 561, 574 (1986). “Damages may be recovered for
14 diminution of the property’s value and for annoyance and discomfort flowing from the loss of
15 use.” *Id.* (citing *Spaulding v. Cameron*, 127 Cal.App2d 698, 706 (1954)). Indeed, the FACC
16 prays for precisely these types of damages: FACC, ¶¶13, 75-76, Prayer [F, G] and Hopkins
17 Declaration sets forth facts in support of the claims.

18 **E. Wells is Not Entitled to Summary Adjudication as to Punitive Damages**

19 Similar to the nuisance argument, Wells claims:

20 “The October 22, 2019 Email, December 17, 2020 through December 28, 2020
21 Emails, and Trash occurred in response to damages and distress incurred by Cross-
22 Defendant and caused by Cross-Complainant. [UMF No. 88-99, 101, 102] The
23 conduct of Cross-Defendant did not rise to the level of malice, oppression, or fraud.
24 The October 22, 2019 Email and December 17, 2020 through December 28, 2020
25 Emails sent to the Cross-Complainant by the Cross-Defendant in a state of distress
26 do not rise to the level of malice, pursuant to CIV § 3294(c)(1), and do not amount
27 to oppression or fraud. The Trash conduct by the Cross-Defendant in a state of
28 distress do not rise to the level of malice, pursuant to CIV § 3294(c)(1), and do not
amount to oppression or fraud. The emails sent by the Cross-Defendant to the Cross-
Defendant were not intended to harm the Cross-Defendant and were not without
consideration for the rights of the Cross-Complainant, but instead were intended to
inform the Cross-Defendant of the damages and distress incurred by the Cross-

1 Defendant, similar to Cease and Desist emails. [UMF No. 114].” (Wells Motion, p.
2 24, lines 11-18).

3 Again, this is all just argument cloaked as statements of “undisputed” facts that are
4 disputed by Hopkins declaration. Wells offers no legal authority or admissible evidence
5 in support of his argument. Therefore, it should be denied.

6 **F. Wells is Not Entitled to Summary Adjudication as to Attorney’s Fees and**
7 **Prejudgment Interest**

8
9 **1. Attorney’s Fees are Recoverable in both the CC&R’s and the 2019 Amendment**
10 **to the CC&R’s.**

11 Wells disregards the 2019 Amendment to the CC&R’s based on his misreading of the
12 Davis-Stirling Act and proceeds to misrepresent that the CC&Rs bar Cross-Complainant’s right
13 to seek attorney fees and prejudgment interest. (See Wells Motion, p. 26, lines 1-11). Wells
14 states:

15 “The CC&Rs § 9.4 permits the recovery of attorney’s fees for judicial reference or
16 binding arbitration. The CC&Rs § 9.4 do not permit the recovery of attorney’s fees
17 for superior court. [UMF No. 113] *Accordingly, Cross-Complainant is not entitled to*
18 *recover attorney’s fees . . . which was not filed as judicial reference or binding*
19 *arbitration . . .the FACC attorney’s fees must be dismissed.*” (Wells Motion, p. 26,
20 lines 6-11). *Emphasis added.*

21 Wells “proof” in support of this argument, “UMF No. 113” is the following
22 statement:

23 “CC&Rs § 9.4 states: ‘In the event the Declarant or any Owner(s) should commence
24 *any legal or equitable proceeding, including judicial reference or binding*
25 *arbitration*, to enforce any of the provisions of this Declaration, the prevailing party,
26 shall be entitled to have judgment against and recover from any defendant in such
27 proceeding such as attorney’s fees (other than nominal) and costs as the court, judicial

referee, arbitration panel or arbitrator may adjudge reasonable and proper.”
Emphasis added.

Both the CC&Rs and 2019 Amendment to the CC&Rs provide for the recovery of attorney’s fees in the event of “any legal or equitable proceeding.” Accordingly, Wells’ statement contradicts the evidence which clearly entitles the prevailing party to attorney’s fees and costs.

G. Wells is Not Entitled to Summary Adjudication as to the Declaratory Relief Cause of Action

Finally, Wells improperly attempts to dismiss Cross-Complainant's Declaratory Relief Cause of Action with his misreading of the 2016 Judgment. Wells argues:

“Collection action for LASC Case No. BS162671 for Owners would be limited to monetary damages only in the amount of \$22,890.94 for Martin Park because on June 10, 2022 when the Cross-Complaint was filed, Martin Park was the only Owner that was also a party in LASC Case No. BS162671. [UMF No. 106]. Furthermore, the 2016 Judgment does not order Cross-Defendant to restore common areas. [UMF No. 108-109].”

Again, turning to Wells’ UMF 108:

“LASC Case No. BS162671 Judgment and Confirmation of Arbitration Award filed on September 30, 2016 (“2016 Judgment”) does not order Cross-Defendant to restore any common areas to their previous condition, instead it orders Owners collectively, or a majority of Owners, or Owners excluding Cross-Defendant, to restore common areas”. (Wells Statement, p. 28, lines 7-16).

The 2016 Judgment states, in pertinent part [using, strictly for the sake of argument, Wells’ own Exhibit 10 to Wells Compendium of Exhibits]:

“IT IS FURTHER ORDERED, ADJUDGED AND DECREED as to the Primary Pedestrian Security Gate, that the Arbitrator declares that the gate is a part of the Pedestrian Promenade Easements and the will of the majority of the owners shall prevail, as to any modifications to the gate and that Wells is ordered not to interfere

1 with any such modifications.” (Wells Compendium, Ex. 10, 2016 Judgment, p. 3,
2 lines 11-14).

3 “IT IS FURTHER ORDERED, ADJUDGED AND DECREED as to the City
4 Parkway, that Wells is ordered to comply with the CC&Rs as it relates to the
5 landscaping, maintenance and signs on the City Parkway and not modify
6 landscaping or irrigation in the Easement Maintenance Areas.” (Wells
7 Compendium, Ex. 10, 2016 Judgment, p. 3, lines 15-18).

8 “THEREFORE, IT IS FURTHER ORDERED ADJUDGED AND DECREED that
9 the arbitration award be, and is hereby confirmed, and that Judgment is entered
10 thereon and herein against Skyler Wells, an individual in the principal amount of
11 \$115,016.19 calculated as follows: Street Sign, \$1,048.00; Landscaping/Trees,
12 \$3,540.00; Unpaid Fees through June 2016, \$8,498.19; Costs, \$14,700.00;
13 Attorneys’ Fees, \$87,580.00.” (Wells Compendium, Ex. 10, 2016 Judgment, p. 4,
14 lines 16-26).

15 Clearly, the 2016 Judgment imposes continuing duties and liabilities against Wells.
16 It does not, as Wells argues, conclusively extricate him from paying common
17 maintenance fees or abstaining from interfering with other Rowena Loft owners’ property
18 rights.

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V. CONCLUSION

Based on the foregoing, Wells’ Motion for Summary Adjudication should be denied in its
entirety.

Respectfully submitted,

DATED: January 9, 2025

CAMERON A. HOPKINS, APC

BY: Emma D. Enriquez
Emma D. Enriquez
Attorneys for Cross-Complainant,
CAMERON HOPKINS

PROOF OF ELECTRONIC SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years of age, and I am not a party to the within action; my business address is 865 S. Figueroa Street, Suite 1388, Los Angeles, California 90017. On January 9, 2025, I served the following document(s):

CROSS-COMPLAINANT CAMERON HOPKINS' OPPOSITION TO CROSS-DEFENDANT SKYLER WELLS' MOTION FOR SUMMARY ADJUDICATION

[FILED CONCURRENTLY WITH HOPKINS OBJECTIONS TO DECLARATION OF SKYLER WELLS AND EXHIBITS C AND D AND [PROPOSED] ORDER; HOPKINS OBJECTIONS AND RESPONSE TO WELLS' SEPARATE STATEMENT]

X by placing X the original ___ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

James C. Diefenbach
DIEFENBACH LAW GROUP
11835 Carmel Mountain Rd., Ste. 1304-313
San Diego, CA 92128
(Attorney for Plaintiff/X-Def Skyler Wells)

Sevan Gobel
Artin Avetisove
LAGASSE BRANCH BELL + KINKEAD
626 Wilshire Blvd., Suite 1000
Los Angeles, CA 90017
(Attorney for Defendants)

X BY ELECTRONIC DELIVERY TO: james@diefenbachlawgroup.com; sgobel@lbbklaw.com; aavetisove@lbbklaw.com; lrodriguez@lbbklaw.com

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

EXECUTED at Los Angeles, California on January 9, 2025.

/s/ Emma D. Enriquez
Emma D. Enriquez

Emma D. Enriquez (SBN 225059)
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County of Los Angeles
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Executive Officer/Clerk of Court,
By S. Bolden, Deputy Clerk

Attorneys for Defendant/Cross-Complainant,
CAMERON HOPKINS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SKYLER WELLS, an individual,

Plaintiff,

vs.

CAMERON HOPKINS, an individual; JAY
DYCKMAN, and individual,

Defendants.

CAMERON HOPKINS, an individual,

Cross-Complainant,

vs.

SKYLER WELLS aka SKYLAR WELLS, an
individual; DAVID SCHIAMBERG, an
individual; MARILYN SCHIAMBERG, an
individual, and ROES 1-20,

Cross-Defendants

CASE NO.: 22STCV05843

[Assigned for all purposes to Hon. Wendy
Chang]

Dept. 36

**CROSS-COMPLAINANT CAMERON
HOPKINS' OBJECTIONS AND
RESPONSES TO CROSS-DEFENDANT
SKYLER WELLS' SEPARATE
STATEMENT IN SUPPORT OF MOTION
FOR SUMMARY ADJUDICATION**

**[FILED CONCURRENTLY WITH
HOPKINS OBJECTIONS TO
DECLARATION OF SKYLER WELLS
AND EXHIBITS C AND D]**

Hearing Date: 1/23/25
Hearing Time: 8:30 a.m.
Complaint Filed: 2/16/22
Jury Trial: 3/28/25

1 **I. OBJECTION: MOVING PARTY’S SEPARATE STATEMENT IS DEFECTIVE**
2 **AND SHOULD BE DISREGARDED IN ITS ENTIRETY**

3 A. Moving Party’s Separate Statement Fails to Break Down Issues Supported by
4 “Undisputed Facts”

5 “The Separate Statement of Undisputed Material Facts must separately
6 identify:

7 (A) Each cause of action, claim for damages, issue of duty, or affirmative
8 defense that is the subject of the motion; and

9 (B) Each supporting material fact claimed to be without dispute with
10 respect to the cause of action, claim for damages, issue of duty, or
11 affirmative defense that is the subject of the motion.” California Rules of
12 Court, Rule 3.1350(d)(1)(A).

13 However, Moving Party Wells’ Separate Statement vaguely lists 9 “issues” such
14 as: “summary adjudication of Cross-Complainant Cameron Hopkins First Amended
15 Cross-Complaint Breach of Contract first cause of action, which has a complete defense,
16 and is without merit.” (Wells’ Separate Statement, p. 2, lines 6-8.) Notably, there is no
17 connection between the vague “issue” statements and the 115 “undisputed” facts.
18 (Wells’ Separate Statement, pp. 3-30.). See California Rules of Court, Rule 3.1350 (f)
19 [Format for Separate Statements],

20
21 https://courts.ca.gov/cms/rules/index/three/rule3_1350 This rule provides the following sample:
22
23
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Supporting and opposing separate statements in a motion for summary adjudication must follow this format:

Supporting statement:

ISSUE 1-THE FIRST CAUSE OF ACTION FOR
NEGLIGENCE IS BARRED BECAUSE PLAINTIFF
EXPRESSLY ASSUMED THE RISK OF INJURY

Moving Party's Undisputed Material Facts and Supporting Evidence:

Opposing Party's Response and
Supporting Evidence:

1. Plaintiff was injured while mountain climbing on a trip with Any Company USA. Plaintiff's deposition, 12:3-4.

2. Before leaving on the mountain climbing trip, plaintiff signed a waiver of liability for acts of negligence. Smith declaration, 5:4-5; waiver of liability, Ex. A to Smith declaration.

B. Wells' Separate Statement Consists Primarily of Conclusory Statements, New or Unrelated Legal Theories, and Wells' Personal Interpretation of the Davis-Stirling Act and Various Inadmissible Documents.

“(2) The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” California Rules of Court, Rule 3.1350(d)(2).

The majority of 115 statements are not “facts”, but rather conclusory statements or references to the “Davis-Stirling Act” [often without specific citations] or discovery responses [without specific citation or reference].

C. A Defective Motion Should be Denied.

Wells' Separate Statement should be disregarded in its entirety. A defective motion under Code of Civ. Proc. §437c and Cal. Rules of Court 3.1350 should not be granted. See Code of Civ. Proc. §437c(b)(1) (“The failure to comply with this requirement of a separate statement may in the court’s discretion constitute a sufficient ground for denying the motion.”). California law provides that the issues that form the basis of a motion for summary adjudication “...must be stated specifically in the notice of

1 motion and be repeated, verbatim, in the separate statement.” Cal. Rules of Court
2 3.1350(b). “This is the Golden Rule of Summary Adjudication: If it is not set forth in the
3 separate statement, it does not exist.” *United Community Church v. Garcin* (1991) 231
4 Cal.App.3d 327, 337.

6 **II. HANDLING LEVELS OF EVIDENTIARY ISSUES WITH THIS MOTION**

7 **A. Objecting to Mr. Wells’ Declaration and Exhibits C and D.**

8 There are various levels of objections involved in opposing this Motion. Wells
9 primarily uses the following “evidence” in support of his Separate Statement:

- 10 (1) Wells’ declaration;
- 11 (2) the “Davis-Stirling Act” [often without specific citation];
- 12 (3) various inadmissible documents that Wells has interpreted and adapted into
13 conclusory statements; and
- 14 (4) a single set of discovery responses without accompanying documents.

15 California Rules of Court, Rule 3.1354 provides that:

16 “Objection to specific evidence must be referenced by the objection number in the
17 right column of a separate statement in opposition . . .but the objections must not be
18 restated or reargued in the separate statements.”

19 Thus, as to Hopkins’ evidentiary objections to statements contained in Wells’
20 Declaration, Hopkins has filed his Evidentiary Objections in a separate document, filed
21 concurrently herewith. References to the objection number are then cited in the right-
22 hand column of the Hopkins’ Opposing Separate Statement [below].

23 **B. Objecting to Improper Use of “Evidence” in the Separate Statement**

24 When evidence or a statement is used inappropriately or incorrectly in Moving Party’s
25 Separate Statement [in contradiction to Code of Civ. Proc. §437c and Cal. Rules of Court
26 3.1350], those objections are noted under the evidentiary objections to Wells’ Declaration.

III. HOPKINS' OPPOSING SEPARATE STATEMENT OF DISPUTED AND UNDISPUTED MATERIAL FACTS TOGETHER WITH REFERENCES TO OBJECTIONS AND SUPPORTING EVIDENCE

NO.	Moving Party's Undisputed Material Facts and Supporting Evidence:	Opposing Party's Responses and Supporting Evidence:
1	The Cross-Complaint with Breach of Contract, Private Nuisance, and Declaratory Relief causes of action was filed on June 10, 2022. Evidence: Declaration of Skyler Wells ("Wells Decl.") ¶ 3	Undisputed.
2	The First Amended Cross-Complaint ("FACC") with Breach of Contract, Premises Liability, Private Nuisance, and Declaratory Relief causes of action was filed on August 1, 2022. Evidence: Wells Decl. ¶ 4	Undisputed.
3	Cross-Complainant Cameron Hopkins ("Cross-Complainant") is the only Cross-Complainant. Evidence: Wells Decl. ¶ 5	Undisputed.

4	Breach of Contract cause of action for a written contract has a four (4) years statute of limitations from the date of breach in California. Evidence: Wells Decl. ¶ 6	As to Wells Decl. ¶6: See <u>Objection No. 1</u> to Hopkins' Evidentiary Objections to Skyler Wells' Declaration and to Exhibits C and D filed concurrently herewith ("Hopkins Obj. to Wells Dec."). <u>Objection:</u> "The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion." (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion. (CCP § 437c(b)(1); California Evidence Code § 702) .
5	FACC Breach of Contract cause of action allegations dated prior to June 10, 2018 are time barred. Evidence: Wells Decl. ¶ 7	As to Wells Decl. ¶7: See <u>Objection No. 2</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> "The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion." (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion. (CCP § 437c(b)(1); California Evidence Code § 702)

		Notwithstanding objections, Disputed. Wells fails to show that Hopkins cannot establish exceptions to the basic breach of contract limitations period under theories of continuing-wrong accrual principles. See <i>Aryeh v. Canon Business Solutions</i>, 55 Cal.4th 1185, 1191-1192 (2013). Wells never paid any common area maintenance fees. Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶¶ 3-5. Each violation creates a new or continued statute of limitations period.
6	Premises Liability cause of action has a two (2) years statute of limitations from the date of injury in California. Evidence: Wells Decl. ¶ 8	As to Wells Decl. ¶8: See <u>Objection No. 3</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion.(CCP § 437c(b)(1); California Evidence Code § 702)

7	FACC Premises Liability cause of action allegations dated prior to August 1, 2020 are time barred. Evidence: Wells Decl. ¶ 9	As to Wells Decl. ¶9: See <u>Objection No. 4</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion.(CCP § 437c(b)(1); California Evidence Code § 702) Notwithstanding objections, Disputed. Wells fails to show that Hopkins cannot establish exceptions to the basic tort limitations period under theories of continuing-wrong accrual principles. See <i>Aryeh v. Canon Business Solutions</i>, 55 Cal.4th 1185, 1191-1192 (2013). Wells’ tortious behavior continued throughout the relevant time periods involved in this case. Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶¶ 6-10, 15-16. Each violation creates a new or continued statute of limitations period.
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8	Private Nuisance cause of action has a three (3) years statute of limitations from the date of nuisance in California. Evidence: Wells Decl. ¶ 10	As to Wells Decl. ¶10: See <u>Objection No. 5</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion.(CCP § 437c(b)(1); California Evidence Code § 702)
9	FACC Private Nuisance cause of action allegations dated prior to June 10, 2019 are time barred. Evidence: Wells Decl. ¶ 11	As to Wells Decl. ¶11: See <u>Objection No. 6</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion.(CCP § 437c(b)(1); California Evidence Code § 702)

		Notwithstanding objections, Disputed. Wells fails to show that Hopkins cannot establish exceptions to the basic tort limitations period under theories of continuing-wrong accrual principles. See <i>Aryeh v. Canon Business Solutions</i>, 55 Cal.4th 1185, 1191-1192 (2013). Wells' tortious behavior continued throughout the relevant time periods involved in this case. Declaration of Cameron A. Hopkins ("Hopkins Dec."), ¶¶ 6-10, 15-16. Each violation creates a new or continued statute of limitations period.
10	Rowena Lofts is a residential community consisting of six (6) single-family residential lots (Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6) in Los Angeles, California ("Rowena Lofts Community"). Evidence: Wells Decl. ¶ 12 Exhibit 01, 02, 05	<u>Objection:</u> As to Exhibit 01, 02, 05 as evidence: "Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers." (California Rules of Court, Rule 3.1350(d)(3)) Notwithstanding objections, Undisputed.
11	Each of the six (6) single-family residential lots is a separately owned	As to Wells Decl. ¶13: See <u>Objection No. 7</u> to Hopkins Obj. to Wells Dec.

	lot or separate interest in the Rowena Lofts Community. Evidence: Wells Decl. ¶ 13 Exhibit 01, 02, 05	<u>Objection:</u> As to Exhibit 01, 02, 05 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3))
12	A Condominium Plan (“Condominium Plan”), pursuant to CIV § 4285, does not exist for the Rowena Lofts Community. Evidence: Wells Decl. ¶ 14 Exhibit 05, page 4, paragraph 1	As to Wells Decl. ¶14: See <u>Objection No. 8</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> As to Exhibit 05 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is

		an improper legal conclusion or opinion.(CCP § 437c(b)(1); California Evidence Code § 702)
13	The Tract Map for the Rowena Lofts Community was recorded (filed) in Los Angeles County. Evidence: Exhibit 01, 02	<u>Objection:</u> As to Exhibit 01, 02 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) Notwithstanding objections, Undisputed.
14	INTENTIONALLY BLANK	
15	The CC&Rs Introduction on page 1 refers to the Rowena Lofts Community as “Lots 1 through 6, inclusive, of Tract No. 63131, in the County of Los Angeles, State of California, as per Map filed in Book 1360, Pages 39 through 41, of Maps, in the Office of the County Recorder of said County [County of Los Angeles].”. Evidence: Exhibit 01, 02	<u>Objection:</u> As to Exhibit 01, 02 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) Notwithstanding objections, Undisputed.

16	In December 2012, Cross-Defendant Skyler Wells (“Cross-Defendant”) purchased Lot 1 in the Rowena Lofts Community. Evidence: Wells Decl. ¶ 15 Exhibit 04, 06	<u>Objection:</u> As to Exhibit 01, 02 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) Notwithstanding objections, Undisputed.
17	David Schiamberg and Marilyn Schiamberg are the biological parents of Cross-Defendant. Evidence: Wells Decl. ¶ 16	As to Wells Decl. ¶16: See <u>Objection No. 9</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a material fact. It is Irrelevant (California Evidence Code § 350).
18	In March 2018, Cross-Complainant purchased Lot 4 in the Rowena Lofts Community. Evidence: Wells Decl. ¶ 17	Undisputed.

19	In November 2018, Jay Dyckman purchased Lot 6 in the Rowena Lofts Community. Evidence: Wells Decl. ¶ 18	Undisputed.
20	Between January 1, 2013 and December 31, 2024, Cross-Defendant occupied and resided in Lot 1. Evidence: Wells Decl. ¶ 19	Undisputed.
21	On January 1, 2024, Cross-Defendant relocated away from Lot 1. Evidence: Wells Decl. ¶ 20	As to Wells Decl. ¶20: See <u>Objection No. 10</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)); This is not a material fact. It is contradicted and unreliable. Wells contradicts his own statement above (no. 20): “Between January 1, 2013 and December 31, 2024, Cross-Defendant occupied and resided in Lot 1”. (CCP § 437c(b)(1); California Rules of Court, Rule 3.1350(d))

22	Between January 1, 2013 and the present date, David Schiamberg and Marilyn Schiamberg have not occupied or resided in Lot 1. Evidence: Wells Decl. ¶ 21	<u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a material fact. It is irrelevant (California Evidence Code § 350).
23	Between March 2018 and the present date, Cross-Complainant has not occupied or resided in Lot 4. Evidence: Wells Decl. ¶ 22	As to Wells Decl. ¶22: See <u>Objection No. 11</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a material fact. It is irrelevant (California Evidence Code § 350).
24	Between March 2018 and the present date, Cross-Complainant has	As to Wells Decl. ¶22:

	occupied and resided at 388 Brentwood Avenue, Ventura, California 93003. Evidence: Wells Decl. ¶ 23	See <u>Objection No. 12</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a material fact. It is irrelevant (California Evidence Code § 350).
25	On February 7, 2012, Declaration of Covenants, Conditions, and Restrictions for the Rowena Lofts Community was recorded (filed) in Los Angeles County as Instrument Number 20120210654 ("Declaration" or "CC&Rs"). Evidence: Exhibit 02	<u>Objection:</u> As to Exhibit 02 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) Notwithstanding objections, Undisputed.
26	The Rowena Lofts Community is governed by the CC&Rs. Evidence: Wells Decl. ¶ 25 Exhibit 02	As to Wells Decl. ¶25: See <u>Objection No. 14</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> As to Exhibit 02 as evidence:

		“Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion. (CCP § 437c(b)(1); California Evidence Code § 702)
27	The CC&Rs § 1.1.10 defines Owner (“Owner”) as: “Owner shall mean and refer to the record Owners, whether one (1) or more persons or entities, of fee simple title to any Lot which is part of the Project, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.”. Evidence:	<u>Objection:</u> As to Exhibit 02 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule

	Exhibit 02	3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to how CC&Rs define an “Owner”.(CCP § 437c(b)(1); California Evidence Code § 702)
28	The Owner of each of the six (6) lots, are collectively the Owners (“Owners”) in the Rowena Lofts Community. Evidence: Wells Decl. ¶ 26	As to Wells Decl. ¶26: See <u>Objection No. 15</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to how CC&Rs define “Owners”.(CCP § 437c(b)(1); California Evidence Code § 702)
29	A former owner is not an Owner pursuant to the CC&Rs § 1.1.10. Evidence: Exhibit 02	<u>Objection:</u> As to Exhibit 02 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3))

		“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)); This is not a fact. This is an improper legal conclusion or opinion as to how CC&Rs define “Owners”.(CCP § 437c(b)(1); California Evidence Code § 702)
30	The CC&Rs § 1.1.11 defines Responsible Owners (“Responsible Owners”) as: "Responsible Owner shall mean and refer to the two (2) Owners elected by all Owners to serve as their agents for the preservation, operation, maintenance, management. repair and replacement of the common improvements and facilities in the Easement Maintenance Areas, and for managing the sub-metering of common utilities, on behalf of all Owners.”. Evidence: Exhibit 02	<u>Objection:</u> As to Exhibit 02 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)); This is not a fact. This is an improper legal conclusion or opinion as to how CC&Rs define “Responsible Owners”. (CCP § 437c(b)(1); California Evidence Code § 702)

31	The CC&Rs § 3.2.1 further defines “Responsible Owners” as: “The Responsible Owners shall serve as the agents of all Owners until replaced and shall be responsible to diligently preserve, maintain, repair and replace as necessary, the common use improvements and facilities in the Easement Maintenance Areas.”. Evidence: Exhibit 02	<u>Objection:</u> As to Exhibit 02 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to how CC&Rs define “Responsible Owners”. (CCP § 437c(b)(1); California Evidence Code § 702)
32	On or around March 2018, Cameron Hopkins was elected to and accepted the role of one (1) of two (2) “Responsible Owners”. Evidence: Wells Decl. ¶ 27	<u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as

		to an election and the meaning of “Responsible Owner”. (CCP § 437c(b)(1); California Evidence Code § 702) Without waiving objections, it is Undisputed that Hopkins is a Responsible Owner under the Rowena Lofts CC&Rs and pursuant to a properly administered election procedure.
33	Between March 2018 and the present date, Cameron Hopkins is one (1) of two (2) Responsible Owners. Evidence: Wells Decl. ¶ 28	<u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion.(CCP § 437c(b)(1); California Evidence Code § 702) Without waiving objections, it is Undisputed that Hopkins is a Responsible Owner under the Rowena Lofts CC&Rs and pursuant to a properly administered election procedure.

34	On or around November 2018, Jay Dyckman was elected to and accepted the role of one (1) of two (2) “Responsible Owners”. Evidence: Wells Decl. ¶ 29	<u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion.(CCP § 437c(b)(1); California Evidence Code § 702) Without waiving objections, it is Undisputed that at relevant times herein, Dyckman is/was a Responsible Owner under the Rowena Lofts CC&Rs and pursuant to a properly administered election procedure.
35	Between November 2018 and the present date, Jay Dyckman is one (1) of two (2) “Responsible Owners”. Evidence: Wells Decl. ¶ 30	<u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion. (CCP § 437c(b)(1); California Evidence Code § 702)

		Without waiving objections, it is Undisputed that at relevant times herein, Dyckman is/was a Responsible Owner under the Rowena Lofts CC&Rs and pursuant to a properly administered election procedure.
36	The CC&Rs § 3.3 defines Record Keeper (“Record Keeper”) as: “The Owners, by a majority vote of a quorum thereof, shall designate in writing one (1) of the Responsible Owners, or another of their number, to maintain all records relative to the operation, maintenance, repair, replacement, or improvement of the Easement Maintenance Areas. The Owner to be designated by the other Owners shall be referred to as the “Record Keeper,” who shall be designated on an annual basis, commencing on the first (1st) meeting of the Owner for purposes of this Article.”. Evidence: Exhibit 02	<u>Objection:</u> As to Exhibit 02 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to what the CC&Rs provide. (CCP § 437c(b)(1); California Evidence Code § 702)

37	The Rowena Lofts Community has an owners' association or community association ("Association"), consisting of two (2) "Responsible Owners", one (1) Record Keeper, and six (6) Owners. Evidence: Wells Decl. ¶ 31 Exhibit 02	As to Wells Decl. ¶31: See <u>Objection No. 16</u> to Hopkins Obj. to Wells Dec. As to Wells Decl. ¶31: See <u>Objection No. 16</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> As to Exhibit 02 as evidence: "Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers." (California Rules of Court, Rule 3.1350(d)(3)) "The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion." (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to what the CC&Rs provide. (CCP § 437c(b)(1); California Evidence Code § 702)
38	Each Owner is a member in the Association. Evidence: Wells Decl. ¶ 32	As to Wells Decl. ¶ 32: See <u>Objection No. 17</u> to Hopkins Obj. to Wells Dec.

	Exhibit 02 Davis-Stirling Act	As to Exhibit 02 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to Owner rights under CC&Rs and the Davis-Stirling Act. (CCP § 437c(b)(1); California Evidence Code § 702). It is also irrelevant since the Davis-Stirling Act is not applicable to any issue in this Action. (California Evidence Code § 350.)
39	On October 12, 2012, Cross-Defendant applied for and was preapproved for a mortgage loan for the Lot 1. Evidence: Wells Decl. ¶ 33 Exhibit 03	As to Wells Decl. ¶33: See <u>Objection No. 18</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> As to Exhibit 03 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line

		numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is irrelevant to any of the issues in this Motion. (California Evidence Code § 350)
40	Cross-Defendant intended to purchase the Lot 1, without a co-signer on the mortgage loan for the Lot 1. Evidence: Wells Decl. ¶ 34 Exhibit 03	<u>Objection:</u> As to Exhibit 03 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is irrelevant to any of the issues in this Motion. (California Evidence Code § 350)

41	On October 29, 2012, Cross-Defendant and Open House Realty & Investments, LLC (“Open House”) entered into a purchase agreement for the Lot 1 (“Lot 1 Purchase Agreement”), signed by Cross-Defendant, and signed by Peter Baer on behalf of Open House. Evidence: Wells Decl. ¶ 35 Exhibit 04	<u>Objection:</u> As to Exhibit 04 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is irrelevant to any of the issues in this Motion. (California Evidence Code § 350)
42	The Lot 1 Purchase Agreement was not signed by David Schiamberg and Marilyn Schiamberg. Evidence: Wells Decl. ¶ 36 Exhibit 04	As to Wells Decl. ¶36: See <u>Objection No. 20</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> As to Exhibit 04 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3))

		“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is irrelevant to any of the issues in this Motion. (California Evidence Code § 350)
43	Shortly before December 20, 2012, Cross-Defendant was informed by FHA of the requirement for a co-signer on the mortgage loan for the Lot 1. Evidence: Wells Decl. ¶ 37	As to Wells Decl. ¶37: See <u>Objection No. 21</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is irrelevant to any of the issues in this Motion. (California Evidence Code § 350)
44	On December 20, 2012, David Schiamberg and Marilyn Schiamberg co-signed the mortgage loan for the Lot 1. Evidence: Wells Decl. ¶ 38 Exhibit 06	As to Wells Decl. ¶38: See <u>Objection No. 22</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> As to Exhibit 06 as evidence: “Citation to the evidence in support of each material fact must include reference

		to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is irrelevant to any of the issues in this Motion. (California Evidence Code § 350)
45	On December 28, 2012, escrow closed on the Lot 1 when the mortgage loan was funded (“Close of Escrow Date”). Evidence: Wells Decl. ¶ 39	As to Wells Decl. ¶39: See <u>Objection No. 23</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is irrelevant to any of the issues in this Motion. (California Evidence Code § 350)
46	On May 21, 2013, Skyler Wells, David Schiamberg, and Marilyn Schiamberg signed an ownership agreement for the Lot 1 (“Lot 1	As to Wells Decl. ¶ 40: See <u>Objection No. 24</u> to Hopkins Obj. to Wells Dec.

	Ownership Agreement”) stating: “Property: 3345 1/2 Rowena Avenue, Los Angeles, CA 90027. I, David Schiamberg and I, Marilyn Schiamberg, understand and agree that we have co-signed the loan for this property as an accommodation and that Skylar Wells is the 100% owner of this property. We will at all times cooperate with any needs Skylar Wells may have in connection with the fact we are on title to this property. Including but not limited to, refinance of this property and sale of this property.” Evidence: Wells Decl. ¶ 40 Exhibit 07	As to Exhibit 07 “Lot 1 Ownership Agreement”: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is irrelevant to any of the issues in this Motion. (California Evidence Code § 350); it is also argumentative; legal conclusion by a non- expert (CCP § 437c(b)(1); California Evidence Code § 702); Lack of Proper Authentication (California Evidence Code § 1400 et seq.; CCP § 437c(b)(1))
47	The CC&Rs § 1.1.5 defines the Easement Maintenance Areas (“Easement Maintenance Areas”) as: “Easement Maintenance Area(s) shall mean and refer to those portions of the Lots, and the improvements thereon, for which all Owners of Lots	<u>Objection:</u> As to Exhibit 02 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)).

1		within the Project shall have	“The separate statement should include
2		reciprocal easements of access for	only material facts and not any facts that
3		maintenance, repair, use and/or	are not pertinent to the disposition of the
4		enjoyment, and which the Owners	motion.” (California Rules of Court, Rule
5		collectively shall have the duty and	3.1350(d)(2)): This is not a fact. This is
6		obligation to maintain, manage,	an improper legal conclusion or opinion as
7		operate, repair and/or replace, for the	to how this document defines “Easement
8		common use and/or benefit of the	Maintenance Areas”.(CCP § 437c(b)(1);
9		Owners. The Easement Maintenance	California Evidence Code § 702)
10		Areas shall include, but not be	
11		limited to the following: (a)... -	
12		(m)...".	
13		Evidence:	
14		Exhibit 02	
15			
16	48	The CC&Rs § 1.1.5 lists the	<u>Objection:</u>
17		Easement Maintenance Areas as (a)	As to Exhibit 02 as evidence:
18		through (m).	“Citation to the evidence in support of
19		Evidence:	each material fact must include reference
20		Exhibit 02	to the exhibit, title, page, and line
21			numbers.” (California Rules of Court,
22			Rule 3.1350(d)(3))
23			
24			“The separate statement should include
25			only material facts and not any facts that
26			are not pertinent to the disposition of the
27			motion.” (California Rules of Court, Rule

		3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to how this document defines “Easement Maintenance Areas”.(CCP § 437c(b)(1); California Evidence Code § 702)
49	The CC&Rs Exhibits A through E diagram the Easement Maintenance Areas. Evidence: Exhibit 02	<u>Objection:</u> As to Exhibit 02 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to how this document defines “Easement Maintenance Areas”.(CCP § 437c(b)(1); California Evidence Code § 702)
50	The Association, through the “Responsible Owners” as the agents, maintains the Easement Maintenance	<u>Objection:</u> As to Exhibit 02 as evidence:

	Areas, pursuant to the CC&Rs § 1.1.11: “Responsible Owner shall mean and refer to the two (2) Owners elected by all Owners to serve as their agents for the preservation, operation, maintenance, management. repair and replacement of the common improvements and facilities in the Easement Maintenance Areas, and for managing the sub-metering of common utilities, on behalf of all Owners.”, and pursuant to the CC&Rs § 3.2.1: “The Responsible Owners shall serve as the agents of all Owners until replaced and shall be responsible to diligently preserve, maintain, repair and replace as necessary, the common use improvements and facilities in the Easement Maintenance Areas.”. Evidence: Exhibit 02	“Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to how this document defines “Responsible Owners”.(CCP § 437c(b)(1); California Evidence Code § 702) .
51	The Association, through the “Responsible Owners” as the agents, has the power to levy and collect assessments, pursuant to the CC&Rs	As to Exhibit 02 as evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line

§ 3.4: “The Responsible Owners shall cause the trash collection account, insurance policy and the electrical billing account for the Easement Maintenance Areas to be placed in his or her names, and shall have charge of the financial arrangements therefor, including maintenance of a separate bank account for the Easement Maintenance Areas, payment of bills, costs and expenses, and collection of the respective shares of such costs from the Owners.”, and pursuant to the CC&Rs § 3.4.3: "In the event there are insufficient funds in the applicable account to pay the necessary costs and expenses for the Easement Maintenance Areas, the Responsible Owners shall promptly notify the other Owners in writing, with copies of all invoices and/or proposals attached, and all Owners shall make payment of their respective shares of such costs to the

numbers.” (California Rules of Court, Rule 3.1350(d)(3))

“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to how this document defines “Responsible Owners”. (CCP § 437c(b)(1); California Evidence Code § 702)

	Responsible Owners within thirty (3) days after receipt of written notice.” Evidence: Exhibit 02	
52	The Davis-Stirling Act (“Davis-Stirling Act”) is a law that regulates common interest developments in California. It applies to condominium, cooperative, and planned unit development communities. Evidence: The Davis-Stirling Act	<u>Objection:</u> As to the “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to the characterization of the Davis-Stirling Act. (CCP § 437c(b)(1); California Evidence Code § 702). Moreover, it is irrelevant as the Davis-Stirling Act is not applicable to any issue in this case. (California Evidence Code § 350).

53	The Davis-Stirling Act includes California Civil Code Sections 4000–6150 [CIV §§ 4000–6150]. Evidence: The Davis-Stirling Act	<u>Objection:</u> As to the “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to an interpretation of the Davis-Stirling Act.(CCP § 437c(b)(1); California Evidence Code § 702). Moreover, it is irrelevant as the Davis-Stirling Act is not applicable to any issue in this case. (California Evidence Code § 350).
54	Pursuant to the Davis-Stirling Act at CIV § 4100: “‘Common Interest Development’ Defined. ‘Common interest development’ means any of the following:	<u>Objection:</u> As to the “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line

	(a) A community apartment project. (b) A condominium project. (c) A planned development. (d) A stock cooperative.” Evidence: The Davis-Stirling Act	numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)); This is not a fact. This is an improper legal conclusion or opinion as to an interpretation of the Davis-Stirling Act. (CCP § 437c(b)(1); California Evidence Code § 702). Moreover, it is irrelevant as the Davis-Stirling Act is not applicable to any issue in this case. (California Evidence Code § 350).
55	Pursuant to the Davis-Stirling Act at CIV § 4175: “‘Planned Development’ Defined. ‘Planned development’ means a real property development other than a community apartment project, a condominium project, or a stock cooperative, having either or both of the following features: (a) Common area that is owned either by an association or in common by	<u>Objection:</u> As to the “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the

	the owners of the separate interests who possess appurtenant rights to the beneficial use and enjoyment of the common area. (b) Common area and an association that maintains the common area with the power to levy assessments that may become lien upon the separate interests in accordance with Article 2 (commencing with Section 5650) of Chapter 8.” Evidence: The Davis-Stirling Act	motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to an interpretation of the Davis-Stirling Act.(CCP § 437c(b)(1); California Evidence Code § 702). Moreover, it is irrelevant as the Davis-Stirling Act is not applicable to any issue in this case. (California Evidence Code § 350).
56	Pursuant to the Davis-Stirling Act at CIV § 4800: “Association as Manager. A common interest development shall be managed by an association that may be incorporated or unincorporated. The association may be referred to as an owners’ association or a community association.” Evidence: The Davis-Stirling Act	<u>Objection:</u> As to the “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as

		to an interpretation of the Davis-Stirling Act.(CCP § 437c(b)(1); California Evidence Code § 702). Moreover, it is irrelevant as the Davis-Stirling Act is not applicable to any issue in this case. (California Evidence Code § 350).
57	Pursuant to the Davis-Stirling Act at CIV § 4200: “Applicability of Act to Common Interest Developments. This act applies and a common interest development is created whenever a separate interest coupled with an interest in the common area or membership in the association is, or has been, conveyed, provided all of the following are recorded: (a) A declaration. (b) A condominium plan, if any exists. (c) A final map or parcel map, if Division 2 (commencing with Section 66410) of Title 7 of the Government Code requires the recording of either a final map or parcel map for the common interest development.”	<u>Objection:</u> As to the “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is an improper legal conclusion or opinion as to an interpretation of the Davis-Stirling Act.(CCP § 437c(b)(1); California Evidence Code § 702). Moreover, it is irrelevant as the Davis-Stirling Act is not applicable to any issue in this case. (California Evidence Code § 350).

	Evidence: The Davis-Stirling Act	
58	The Lot 1 is located in the Rowena Lofts Community. Evidence: Wells Decl. ¶ 41	Undisputed that Lot 1 is part of Rowena Lofts. Hopkins disputes Wells’ attempt to mischaracterize the Rowena Lot CC&Rs or duties and rights contained therein.
59	The Lot 1 FHA Loan # 3000142230 has a FHA Planned Unit Development Rider, which states: “The Property is part of a planned unit development (‘PUD’) known as: Rowena Lofts”. Evidence: Exhibit 06	<u>Objection:</u> As to the Exhibit 06 evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is irrelevant inadmissible hearsay. (California Evidence Code § 350) (California Evidence Code § 1200).
60	On November 27, 2012, Joseph Kwon, a Certified Residential Real	As to Wells Decl. ¶42: See <u>Objection No. 26</u> to Hopkins Obj. to Wells Dec.

1	Estate Appraiser, prepared a Property	<u>Objection:</u>
2	Uniform Residential Appraisal	As to the Exhibit 05 evidence:
3	Report for the Lot 1, which is marked	“Citation to the evidence in support of
4	with an “X” next to “PUD”.	each material fact must include reference
5	Evidence:	to the exhibit, title, page, and line
6	Wells Decl. ¶ 42	numbers.” (California Rules of Court,
7	Exhibit 05	Rule 3.1350(d)(3))
8		
9		“The separate statement should include
10		only material facts and not any facts that
11		are not pertinent to the disposition of the
12		motion.” (California Rules of Court, Rule
13		3.1350(d)(2)): This is not a fact. This is
14		irrelevant inadmissible hearsay.
15		(California Evidence Code § 350)
16		(California Evidence Code § 1200).
17		
18	61 On November 27, 2012, Joseph	As to Wells Decl. ¶42:
19	Kwon, a Certified Residential Real	See <u>Objection No. 26</u> to Hopkins Obj. to
20	Estate Appraiser, prepared a Property	Wells Dec.
21	Uniform Residential Appraisal	<u>Objection:</u>
22	Report for the Lot 1, which is marked	As to the Exhibit 05 evidence:
23	with “199” next to “HOA \$” and with	“Citation to the evidence in support of
24	an “X” next to “per month”.	each material fact must include reference
25	Evidence:	to the exhibit, title, page, and line
26	Wells Decl. ¶ 42	numbers.” (California Rules of Court,
27		Rule 3.1350(d)(3))

	Exhibit 05	“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is irrelevant inadmissible hearsay. (California Evidence Code § 350) (California Evidence Code § 1200).
62	Between August 2019 and January 2020, Cameron Hopkins and Jay Dyckman were the “Responsible Owners”. Evidence: Wells Decl. ¶ 43	Undisputed that at relevant times, herein, Cameron Hopkins and Jay Dyckman held titles of “Responsible Owner”. Hopkins disputes Wells’ attempt to mischaracterize the Rowena Lofts CC&Rs, the Davis-Stirling Act, and what “Responsible Owner” legally means in this Action.
63	The “Responsible Owners” are not in possession of any documents relating to a request for individual notice from the Association provided by the Owner of Lot 1 to the “Responsible Owners” prior to August 2019, pursuant to the Davis-Stirling Act at CIV § 4040.	<u>Objection:</u> As to the Exhibit 09 and “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3))

	Evidence: Exhibit 09 No. 1-24 Davis-Stirling Act	“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant; The Davis-Stirling Act is not applicable to any issue in this Case. This is irrelevant inadmissible hearsay. (California Evidence Code § 350)
64	The “Responsible Owners” are not in possession of any documents relating to a written notice to the Association of the preferred delivery method for receiving notices from the Association by the Owner of Lot 1 provided to the “Responsible Owners” prior to August 2019, pursuant to the Davis-Stirling Act at CIV § 4041. Evidence: Exhibit 09 No. 1-24	<u>Objection:</u> As to the Exhibit 09 and “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the

	Davis-Stirling Act	motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant; The Davis-Stirling Act is not applicable to any issue in this Case. This is irrelevant inadmissible hearsay. (California Evidence Code § 350)
65	The “Responsible Owners” are not in possession of any documents relating to the text of the proposed amendment to the CC&Rs with the ballot provided by the "Responsible Owners" to the Owner of Lot 1 between August 2019 and December 2019, pursuant to the Davis-Stirling Act at CIV §§ 5115(c) and (g). Evidence: Exhibit 09 No. 1-24 Davis-Stirling Act	<u>Objection:</u> As to the Exhibit 09 and “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal

		conclusion by a non-expert CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant; The Davis-Stirling Act is not applicable to any issue in this Case. This is irrelevant hearsay. (California Evidence Code § 350).
66	The “Responsible Owners” are not in possession of any documents evidencing that the text of the proposed amendment to the CC&Rs with the ballot provided by the "Responsible Owners" to the Owner of Lot 1 between August 2019 and December 2019, pursuant to the Davis-Stirling Act at CIV §§ 5115(c) and (g) was sent via first-class mail, registered or certified mail, express mail, or overnight delivery by an express service carrier addressed to the Owner of Lot 1 at the address last shown on the books of the Association pursuant to the Davis-Stirling Act at CIV § 4040. Evidence: Exhibit 09 No. 1-24	<u>Objection:</u> As to the Exhibit 09 and “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant; The Davis-Stirling Act is not applicable to any issue

	Davis-Stirling Act	in this Case. This is irrelevant inadmissible hearsay. (California Evidence Code § 350)
67	The “Responsible Owners” are not in possession of any documents evidencing that the text of the proposed amendment to the CC&Rs with the ballot provided by the “Responsible Owners” to the Owner of Lot 1 between August 2019 and December 2019, pursuant to the Davis-Stirling Act at CIV §§ 5115(c) and (g) was sent via a valid email address, which did not result in a bounce or other error notification indicating failure of the email message, pursuant to the Davis-Stirling Act at CIV § 4041. Evidence: Exhibit 09 No. 1-24 Davis-Stirling Act	<u>Objection:</u> As to the Exhibit 09 and “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant; The Davis-Stirling Act is not applicable to any issue in this Case. This is irrelevant inadmissible hearsay. (California Evidence Code § 350)

68	The “Responsible Owners” are not in possession of any documents relating to the ballot and a copy of election operation rules for the proposed amendment to the CC&Rs provided by the "Responsible Owners" to the Owner of Lot 1 between August 2019 and December 2019, pursuant to the Davis-Stirling Act at CIV § 5105(h)(4). Evidence: Exhibit 09 No. 1-24 Davis-Stirling Act	<u>Objection:</u> As to the Exhibit 09 and “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant; The Davis-Stirling Act is not applicable to any issue in this Case. This is irrelevant inadmissible hearsay. (California Evidence Code § 350).
69	The “Responsible Owners” are not in possession of any documents	<u>Objection:</u>

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	evidencing that the ballot and a copy of election operation rules for the proposed amendment to the CC&Rs provided by the “Responsible Owners” to the Owner of Lot 1 between August 2019 and December 2019 pursuant to the Davis-Stirling Act at CIV § 5105(h)(4) was sent via first-class mail, registered or certified mail, express mail, or overnight delivery by an express service carrier addressed to the Owner of Lot 1 at the address last shown on the books of the Association pursuant to the Davis-Stirling Act at CIV § 4040. Evidence: Exhibit 09 No. 1-24 Davis-Stirling Act	As to the Exhibit 09 and “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant; The Davis-Stirling Act is not applicable to any issue in this Case. This is irrelevant inadmissible hearsay. (California Evidence Code § 350)
22 23 24 25 26	70 The “Responsible Owners” are not in possession of any documents evidencing that the ballot and a copy of election operation rules for the proposed amendment to the CC&Rs	<u>Objection:</u> As to the Exhibit 09 and “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference

	provided by the “Responsible Owners” to the Owner of Lot 1 between August 2019 and December 2019 pursuant to California Civil Code § 5105(h)(4) was sent via a valid email address, which did not result in a bounce or other error notification indicating failure of the email message, pursuant to the Davis-Stirling Act at CIV § 4041. Evidence: Exhibit 09 No. 1-24 Davis-Stirling Act	to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant; The Davis-Stirling Act is not applicable to any issue in this Case. This is irrelevant inadmissible hearsay. (California Evidence Code § 350)
71	The “Responsible Owners” are not in possession of any documents relating to the tabulated results for the proposed amendment to the CC&Rs provided by the "Responsible Owners" to the Owner of Lot 1 between August 2019 and January	<u>Objection:</u> As to the Exhibit 09 and “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3))

	2020 pursuant to the Davis-Stirling Act at CIV section 5120(b). Evidence: Exhibit 09 No. 1-24 Davis-Stirling Act	“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant; The Davis-Stirling Act is not applicable to any issue in this Case. This is irrelevant inadmissible hearsay. (California Evidence Code § 350).
72	The “Responsible Owners” are not in possession of any documents evidencing that the tabulated results for the proposed amendment to the CC&Rs provided by the “Responsible Owners” to the Owner of Lot 1 between August 2019 and January 2020 pursuant to CIV § 5120(b) was sent via first-class mail, registered or certified mail, express mail, or overnight delivery by an	<u>Objection:</u> As to the Exhibit 09 and “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that

	express service carrier addressed to the Owner of Lot 1 at the address last shown on the books of the Association pursuant to the Davis-Stirling Act at CIV § 4040. Evidence: Exhibit 09 No. 1-24 Davis-Stirling Act	are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant; The Davis-Stirling Act is not applicable to any issue in this Case. This is irrelevant inadmissible hearsay. (California Evidence Code § 350).
73	The “Responsible Owners” are not in possession of any documents evidencing that the tabulated results for the proposed amendment to the CC&Rs provided by the "Responsible Owners" to the Owner of Lot 1 between August 2019 and January 2020 pursuant to California Civil Code § 5120(b) was sent via a valid email address, which did not result in a bounce or other error notification indicating failure of the email message, pursuant to the Davis-Stirling Act at CIV § 4041.	<u>Objection:</u> As to the Exhibit 09 and “Davis-Stirling Act” evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is

	Evidence: Exhibit 09 No. 1-24 Davis-Stirling Act	inadmissible argument and legal conclusion by a non-expert CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant; The Davis-Stirling Act is not applicable to any issue in this Case. This is irrelevant inadmissible hearsay. (California Evidence Code § 350)
74	On December 23, 2019, the 2019 Amendment to the CC&Rs was recorded (filed) in Los Angeles County as Instrument Number 20191434431 (“2019 Amendment to the CC&Rs”). Evidence: Exhibit 08	Objection: As to Exhibit 08 evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) Notwithstanding objections, Undisputed.
75	Cross-Defendant is not listed along with the other Owners in the first paragraph in the 2019 Amendment to the CC&Rs: “We, Brandon Cohen, Cameron Hopkins, Martin Park, Genevieve Ko and Jay Dyckman, certify and declare that: We are the	<u>Objection:</u> “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3))

	Owners of Lots within the Rowena Lofts project in Tract 63131 in the City of Los Angeles, County of Los Angeles, State of California.”. Evidence: Exhibit 08	“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant inadmissible hearsay. (California Evidence Code § 350)
76	Between December 28, 2012 and the present date, Cross-Defendant received all written correspondence regarding the Lot 1 and the Rowena Lofts Community provided to David Schiamberg and Marilyn Schiamberg, which was forwarded to Cross-Defendant by David Schiamberg and Marilyn Schiamberg. Evidence: Wells Decl. ¶ 44	Objection: “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument. (CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant inadmissible hearsay. (California Evidence Code § 350)
77	Between 2018 and the present date, Cross-Defendant did not receive any written correspondence regarding the Lot 1 and the Rowena Lofts	<u>Objection:</u> “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line

	Community, which was originally sent by registered mail, return receipt requested, pursuant to the CC&Rs § 1.1.9: “Notice to the Owner shall mean written notice sent by registered mail, return receipt requested, to the Owner at the address of the Lot, or the Owner's last known residential address if different than the Lot.”. Evidence: Wells Decl. ¶ 45	numbers.” (California Rules of Court, Rule 3.1350(d)(3)). Wells makes reference to CC&Rs without any specificity. “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert (CCP § 437c(b)(1); California Evidence Code § 702); It is also irrelevant inadmissible hearsay. (California Evidence Code § 350)
78	Between 2018 and the present date, Cross-Defendant did not receive any written correspondence regarding alleged breaches of the CC&Rs, which was originally sent by certified mail, pursuant to the CC&Rs § 5.3: “Any of the foregoing to the contrary notwithstanding, no action to enforce this Declaration shall be instituted unless and until a written notice of	<u>Objection:</u> “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)). Wells makes reference to the CC&Rs but disregards the 2019 Amendment to the CC&Rs which amended Section 5.3.

	such breach setting forth the facts of such breach has been delivered by certified mail to the Owner of such Lot.”. Evidence: Wells Decl. ¶ 46	“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert (CCP § 437c(b)(1); California Evidence Code § 702).
79	Between 2018 and the present date, Cross-Defendant did not receive any written correspondence regarding the levy and collect of assessments, pursuant to the CC&Rs § 3.4.3: “In the event there are insufficient funds in the applicable account to pay the necessary costs and expenses for the Easement Maintenance Areas, the Responsible Owners shall promptly notify the other Owners in writing, with copies of all invoices and/or proposals attached, and all Owners shall make payment of their respective shares of such costs to the Responsible Owners within thirty	<u>Objection:</u> “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)). Wells makes reference to CC&Rs without any specificity or reference to an actual document. “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert (CCP §

	(30) days after receipt of written notice.”. Evidence: Wells Decl. ¶ 47	437c(b)(1); California Evidence Code § 702).
80	Between August 1, 2020 and August 1, 2022, for the Premises Liability claim, Cross-Complainant did not suffer a tangible physical injury on Lot 1. Evidence: First Amended Cross-Complaint (“FACC”)	<u>Objection:</u> As to First Amended Cross-Complaint (“FACC”) evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert (CCP § 437c(b)(1); California Evidence Code § 702). Notwithstanding objections, Disputed. Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶¶ 6-10, 15-16.

81	Between August 1, 2020 and August 1, 2022, for the Premises Liability claim, Cross-Complainant did not suffer a tangible physical injury in the Rowena Lofts Community. Evidence: FACC	<u>Objection:</u> As to First Amended Cross-Complaint (“FACC”) evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert (CCP § 437c(b)(1); California Evidence Code § 702). Notwithstanding objections, Disputed. Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶¶ 6-10, 15-16.
82	Between August 1, 2020 and August 1, 2022, for the Premises Liability	<u>Objection:</u> As to First Amended Cross-Complaint (“FACC”) evidence:

	claim, Cross-Complainant did not suffer emotional distress on Lot 1. Evidence: FACC	“Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert (CCP § 437c(b)(1); California Evidence Code § 702). Notwithstanding objections, Disputed. Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶¶ 6-10, 15-16.
83	Between August 1, 2020 and August 1, 2022, for the Premises Liability claim, Cross-Complainant did not suffer emotional distress in the Rowena Lofts Community. Evidence: FACC	<u>Objection:</u> As to First Amended Cross-Complaint (“FACC”) evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line

		numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert (CCP § 437c(b)(1); California Evidence Code § 702). Notwithstanding objections, Disputed. Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶¶ 6-10, 15-16.
84	Between August 1, 2020 and August 1, 2022, for the Premises Liability claim, Cross-Complainant did not suffer monetary damages on Lot 1. Evidence: FACC	<u>Objection:</u> As to First Amended Cross-Complaint (“FACC”) evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3))

		“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert (CCP § 437c(b)(1); California Evidence Code § 702). Notwithstanding objections, Disputed. Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶¶ 6-10, 15-16.
85	Between August 1, 2020 and August 1, 2022, for the Premises Liability claim, Cross-Complainant did not suffer monetary damages in the Rowena Lofts Community. Evidence: FACC	<u>Objection:</u> As to First Amended Cross-Complaint (“FACC”) evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule

		3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert (CCP § 437c(b)(1); California Evidence Code § 702). Notwithstanding objections, Disputed. Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶¶ 6-10, 15-16.
86	The 2019 Amendment to the CC&Rs (Instrument Number 20191434431) is invalid and unenforceable. Evidence: Exhibit 09 No. 1-24	<u>Objection:</u> As to Exhibit 09 No. 1-24 evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert (CCP § 437c(b)(1); California Evidence Code § 702).

		Without waiving objections, Disputed. The contention that the 2019 Amendment is invalid and enforceable is based solely on the misapplication of the Davis-Stirling Act to this case.
87	The CC&Rs (Instrument Number 20120210654) is the operative document in the Rowena Lofts Community. Evidence: Exhibit 09 No. 1-24 Davis-Stirling Act at CIV §§ 5155(c) and (g), 5105(h)(4), and 5120(b)	<u>Objection:</u> As to “Davis-Stirling Act” and Exhibit 09 No. 1-24 evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion by a non-expert (CCP § 437c(b)(1); California Evidence Code § 702). Without waiving objections, Disputed.

		The contention that the 2019 Amendment is invalid and enforceable is based solely on the misapplication of the Davis-Stirling Act to this case.
88	On October 16, 2019, a landscaping contractor chopped off 30% of a Euphorbia cactus on Lot 1, which Cross-Defendant purchased, planted, watered, fed, and loved for seven (7) years (“Cactus Loss”). Evidence: Wells Decl. ¶ 48	As to Wells Decl. ¶48: See <u>Objection No. 28</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument. (CCP § 437c(b)(1); California Evidence Code § 702). It is also completely irrelevant to any issues in this Motion. This statement pertains to Wells’ causes of action as alleged in Wells’ Complaint – NOT Hopkins’ causes of action as alleged in Hopkins’ Cross-Complaint. (California Evidence Code § 350.)

		Without waiving objections, Disputed. Hopkins filed his answer to Wells' Complaint in this Action.
89	Cross-Complainant caused the Cactus Loss by hiring the landscaping contractor to perform work on Lot 1. Evidence: Wells Decl. ¶ 49	As to Wells Decl. ¶49: See <u>Objection No. 29</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument. (CCP § 437c(b)(1); California Evidence Code § 702). It is also completely irrelevant to any issues in this Motion. This statement pertains to Wells' causes of action as alleged in Wells' Complaint – NOT Hopkins' causes of action as alleged in Hopkins' Cross-Complaint. (California Evidence Code § 350.) Without waiving objections, Disputed. Hopkins filed his answer to Wells' Complaint in this Action.

90	Cross-Defendant incurred damages of \$10,000.00 on Lot 1 resulting from the Cactus Loss. Evidence: Wells Decl. ¶ 50	As to Wells Decl. ¶50: See <u>Objection No. 30</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument. (CCP § 437c(b)(1); California Evidence Code § 702). It is also completely irrelevant to any issues in this Motion. This statement pertains to Wells’ causes of action as alleged in Wells’ Complaint – NOT Hopkins’ causes of action as alleged in Hopkins’ Cross-Complaint. (California Evidence Code § 350.) Without waiving objections, Disputed. Hopkins filed his answer to Wells’ Complaint in this Action.
91	Cross-Defendant incurred emotional distress due to the Cactus Loss. Evidence: Wells Decl. ¶ 51	As to Wells Decl. ¶51: See <u>Objection No. 31</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u>

		“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument. (CCP § 437c(b)(1); California Evidence Code § 702). It is also completely irrelevant to any issues in this Motion. This statement pertains to Wells’ causes of action as alleged in Wells’ Complaint – NOT Hopkins’ causes of action as alleged in Hopkins’ Cross-Complaint. (California Evidence Code § 350.) Without waiving objections, Disputed. Hopkins filed his answer to Wells’ Complaint in this Action.
92	On December 17, 2020, the sewer lines common easement backed up and overflowed onto the exterior and interior of Lot 1 (“Sewer Blackwater Property Loss”). Evidence: Wells Decl. ¶ 52	As to Wells Decl. ¶52: See <u>Objection No. 32</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is

		inadmissible argument. (CCP § 437c(b)(1); California Evidence Code § 702). It is also completely irrelevant to any issues in this Motion. This statement pertains to Wells’ causes of action as alleged in Wells’ Complaint – NOT Hopkins’ causes of action as alleged in Hopkins’ Cross-Complaint. (California Evidence Code § 350.) Without waiving objections, Disputed. Hopkins filed his answer to Wells’ Complaint in this Action.
93	Cross-Complainant caused the Sewer Blackwater Property Loss due to his deferred inspection and maintenance of the sewer lines common easement on Lot 1. Evidence: Wells Decl. ¶ 53	As to Wells Decl. ¶53: See <u>Objection No. 33</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)); This is not a fact. This is inadmissible argument. (CCP § 437c(b)(1); California Evidence Code § 702). It is also completely irrelevant to any issues in this Motion. This statement pertains to Wells’ causes of action as

		alleged in Wells’ Complaint – NOT Hopkins’ causes of action as alleged in Hopkins’ Cross-Complaint. (California Evidence Code § 350.) Without waiving objections, Disputed. Hopkins filed his answer to Wells’ Complaint in this Action.
94	Cross-Defendant incurred damages of \$1,500,000.00 on Lot 1 resulting from the Sewer Blackwater Property Loss. Evidence: Wells Decl. ¶ 54	As to Wells Decl. ¶54: See <u>Objection No. 34</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument. (CCP § 437c(b)(1); California Evidence Code § 702). It is also completely irrelevant to any issues in this Motion. This statement pertains to Wells’ causes of action as alleged in Wells’ Complaint – NOT Hopkins’ causes of action as alleged in Hopkins’ Cross-Complaint. (California Evidence Code § 350.)

		Without waiving objections, Disputed. Hopkins filed his answer to Wells’ Complaint in this Action.
95	Cross-Defendant incurred emotional distress due to the Sewer Blackwater Property Loss. Evidence: Wells Decl. ¶ 55	As to Wells Decl. ¶55: See <u>Objection No. 35</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument. (CCP § 437c(b)(1); California Evidence Code § 702). It is also completely irrelevant to any issues in this Motion. This statement pertains to Wells’ causes of action as alleged in Wells’ Complaint – NOT Hopkins’ causes of action as alleged in Hopkins’ Cross-Complaint. (California Evidence Code § 350.) Without waiving objections, Disputed. Hopkins filed his answer to Wells’ Complaint in this Action.

96	On and after December 17, 2020, the trash system (side door, terrace, and two (2) 200 gallon trash dumpsters) on Lot 1 was lost resulting from the Sewer Blackwater Property Loss ("Trash System Loss"). Evidence: Wells Decl. ¶ 56	As to Wells Decl. ¶56: See <u>Objection No. 36</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument. (CCP § 437c(b)(1); California Evidence Code § 702). It is also completely irrelevant to any issues in this Motion. This statement pertains to Wells’ causes of action as alleged in Wells’ Complaint – NOT Hopkins’ causes of action as alleged in Hopkins’ Cross-Complaint. (California Evidence Code § 350.) Without waiving objections, Disputed. Hopkins filed his answer to Wells’ Complaint in this Action.
97	Cross-Complainant caused the Trash System Loss by causing the Sewer Blackwater Property Loss. Evidence: Wells Decl. ¶ 57	As to Wells Decl. ¶57: See <u>Objection No. 37</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u>

		“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument. (CCP § 437c(b)(1); California Evidence Code § 702). It is also completely irrelevant to any issues in this Motion. This statement pertains to Wells’ causes of action as alleged in Wells’ Complaint – NOT Hopkins’ causes of action as alleged in Hopkins’ Cross-Complaint. (California Evidence Code § 350.) Without waiving objections, Disputed. Hopkins filed his answer to Wells’ Complaint in this Action.
98	Cross-Defendant incurred the loss of his trash system on Lot 1 resulting from the Trash System Loss. Evidence: Wells Decl. ¶ 58	As to Wells Decl. ¶58: See <u>Objection No. 38</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is

		inadmissible argument. (CCP § 437c(b)(1); California Evidence Code § 702). It is also completely irrelevant to any issues in this Motion. This statement pertains to Wells’ causes of action as alleged in Wells’ Complaint – NOT Hopkins’ causes of action as alleged in Hopkins’ Cross-Complaint. (California Evidence Code § 350.) Without waiving objections, Disputed. Hopkins filed his answer to Wells’ Complaint in this Action.
99	Cross-Defendant incurred emotional distress due to the Trash System Loss. Evidence: Wells Decl. ¶ 59	As to Wells Decl. ¶59: See <u>Objection No. 39</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument. (CCP § 437c(b)(1); California Evidence Code § 702). It is also completely irrelevant to any issues in this Motion. This statement pertains to Wells’ causes of action as

		alleged in Wells’ Complaint – NOT Hopkins’ causes of action as alleged in Hopkins’ Cross-Complaint. (California Evidence Code § 350.) Without waiving objections, Disputed. Hopkins filed his answer to Wells’ Complaint in this Action.
100	The Rowena Lofts Community is subject to the Davis-Stirling Act. Evidence: Wells Decl. ¶ 24 Exhibit 01, 02, 05, 06	As to Wells Decl. ¶24: See <u>Objection No. 13</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> As to Exhibit 01, 02, 05, 06 evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). It is also

		irrelevant. The Davis-Stirling Act is not applicable to any issue in this case. (California Evidence Code § 350.) Without waiving objections, Disputed.
101	Between June 10, 2019 and June 10, 2022, Cross-Defendant adamantly denies that the allegations of nuisance on Lot 1 and in the Rowena Lofts Community occurred, except for the following brief incidents: A) October 22, 2019 email (“October 22, 2019 Email”) sent to the Cross-Complainant by the Cross-Defendant in a state of distress due to the Cactus Loss of \$10,000.00 on Lot 1 accompanied by emotional distress caused by the Cross-Complainant; B) December 17, 2020 through December 28, 2020 emails (“December 17, 2020 through December 28, 2020 Emails”) sent to the Cross-Complainant by the Cross-Defendant in a state of distress due to the Sewer Blackwater Property Loss	<u>Objection:</u> “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)). Wells references numerous documents that aren’t attached as properly admitted exhibits to this Motion. “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702).

1		of \$1,500,000.00 on Lot 1	Notwithstanding objections, Disputed.
2		accompanied by emotional distress	Declaration of Cameron A. Hopkins
3		caused by the Cross-Complainant;	("Hopkins Dec."), ¶¶ 6-10, 15-16.
4		and C) December 17, 2020 through	
5		January 9, 2021 trash (non-noxious	
6		sealed white trash bags, flattened or	
7		empty cardboard boxes, and packing	
8		materials such as packing paper)	
9		placed on a walkway easement on	
10		Lot 1 ("Trash") due to the Trash	
11		System Loss on Lot 1 resulting from	
12		the Sewer Blackwater Property Loss	
13		on Lot 1 caused by the Cross-	
14		Complainant.	
15		Evidence:	
16		Wells Decl. ¶ 60	
17	102	These three (3) brief incidents	<u>Objection:</u>
18		occurred in response to damages and	"Citation to the evidence in support of
19		distress incurred by the Cross-	each material fact must include reference
20		Defendant and caused by the Cross-	to the exhibit, title, page, and line
21		Complainant. The Trash occurred for	numbers." (California Rules of Court,
22		up to three (3) hours total, and there	Rule 3.1350(d)(3)). Wells references the
23		was always a clear route, by path or	Cross-Complaint as evidence that is not
24		stairs, to walk through the walkway	attached as properly admitted exhibits to
25		easement on Lot 1 during the up to	this Motion.
26		three (3) hours total.	

	Evidence: Wells Decl. ¶ 61	“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). Notwithstanding objections, Disputed. Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶¶ 6-10, 15-16.
103	Between August 1, 2020 and August 1, 2022, Cross-Defendant adamantly denies that the allegations of premises liability on Lot 1 and in the Rowena Lofts Community occurred, except for the “Trash”. Evidence: Wells Decl. ¶ 62	<u>Objection:</u> “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)). Wells references the Cross-Complaint as evidence that is not attached as properly admitted exhibits to this Motion. “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule

		3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). Notwithstanding objections, Disputed. Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶¶ 6-10, 15-16.
104	On June 10, 2022 when the Cross-Complaint was filed, Cameron Hopkins and Jay Dyckman were the “Responsible Owners”. Evidence: Wells Decl. ¶ 63	As to Wells Decl. ¶63: See <u>Objection No. 40</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)). Wells references the Cross-Complaint as evidence that is not attached as properly admitted exhibits to this Motion. “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal

		conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). Notwithstanding objections, Undisputed that at all relevant times herein, Cameron Hopkins and Jay Dyckman are/were “Responsible Owners”. Wells’ mischaracterization as to what this legally means at the Rowena Lofts is Disputed.
105	On August 1, 2022 when the First Amended Cross-Complaint was filed, Cameron Hopkins and Jay Dyckman were the “Responsible Owners”. Evidence: Wells Decl. ¶ 64	As to Wells Decl. ¶64: See <u>Objection No. 41</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)). Wells references the Cross-Complaint as evidence that is not attached as properly admitted exhibits to this Motion. “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule

		3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). Notwithstanding objections, Undisputed that at all relevant times herein, Cameron Hopkins and Jay Dyckman are/were “Responsible Owners”. Wells’ mischaracterization as to what this legally means at the Rowena Lofts is Disputed.
106	On June 10, 2022 when the Cross-Complaint was filed, Martin Park was the only Owner that was also a party in LASC Case No. BS162671. Evidence: Wells Decl. ¶ 65	As to Wells Decl. ¶65: See <u>Objection No. 42</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)). Reference to LASC Case No. BS162671 as evidence that is not attached nor properly admitted as an exhibit to this Motion should be disregarded.

		“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)); This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). It is also not relevant to any issues in this Motion. (California Evidence Code § 350.)
107	David Schiamberg and Marilyn Schiamberg were not parties in LASC Case No. BS162671. Evidence: Wells Decl. ¶ 66 Exhibit 10	<u>Objection:</u> “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)). Reference to LASC Case No. BS162671 as evidence that is not attached nor properly admitted as an exhibit to this Motion should be disregarded. “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the

		motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). It is also not relevant to any issues in this Motion. (California Evidence Code § 350.)
108	LASC Case No. BS162671 Judgment and Confirmation of Arbitration Award filed on September 30, 2016 (“2016 Judgment”) does not order Cross-Defendant to restore any common areas to their previous condition, instead it orders Owners collectively, or a majority of Owners, or Owners excluding Cross-Defendant, to restore common areas. Evidence: Wells Decl. ¶ 67 Exhibit 10	As to Wells Decl. ¶67: See <u>Objection No. 43</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> As to Exhibit 10: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)). Wells references the 2016 Judgment as evidence without any specificity. He just states, as a “fact” his interpretation of the 2016 Judgment. Reference to LASC Case No. BS162671 as evidence that is not attached nor properly admitted as an exhibit to this Motion should be disregarded.

		“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). It is also not relevant to any issues in this Motion. (California Evidence Code § 350.) Notwithstanding objections, Disputed. Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶¶ 12-14.
109	Between September 30, 2016 and the present date, Owners collectively, or a majority of Owners, or Owners excluding Cross-Defendant, have not restored common areas pursuant to the 2016 Judgment. Evidence: Wells Decl. ¶ 68 Exhibit 10	As to Wells Decl. ¶68: See <u>Objection No. 44</u> to Hopkins Obj. to Wells Dec. <u>Objection:</u> As to Exhibit 10: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)). Wells references the 2016 Judgment as evidence without any specificity. He just states, as a “fact” his interpretation of the 2016 Judgment.

		“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). It is also not relevant to any issues in this Motion. (California Evidence Code § 350). Notwithstanding objections, Disputed. Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶¶ 12-14.
110	On November 27, 2012, Joseph Kwon, a Certified Residential Real Estate Appraiser, prepared a Property Uniform Residential Appraisal Report for the Lot 1, which states: "This report form [Uniform Residential Appraisal Report] is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form	<u>Objection:</u> As to Exhibit 05 evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule

	is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project. Evidence: Exhibit 05, page 4, paragraph 1	3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). It is also irrelevant to any issues in this Motion and is inadmissible hearsay. (California Evidence Code § 350.)
111	The CC&Rs Introduction on page 1 states: “The provisions of this Declaration shall be enforceable by any of the Owners of an interest in the real property above described [Lots 1 through 6, inclusive, of Tract No. 63131], against any other Owner or Owners thereof.”. Evidence: Exhibit 02	<u>Objection:</u> As to Exhibit 02 evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). It is also irrelevant to any issues in this Motion. (California Evidence Code § 350.)

112	CC&Rs § 4.5.2 states: “If the Defaulting Owner fails to reimburse the common funds expended, the Responsible Owners will be entitled to bring a small claims action in the names of the non-defaulting Owners against the Defaulting Owner to collect such amounts.”. Evidence: Exhibit 02	<u>Objection:</u> As to Exhibit 02 evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)) “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). It is also irrelevant to any issues in this Motion. (California Evidence Code § 350.)
113	CC&Rs § 9.4 states: “In the event the Declarant or any Owner(s) should commence any legal or equitable proceeding, including judicial reference or binding arbitration, to enforce any of the provisions of this Declaration, the prevailing party,	<u>Objection:</u> As to Exhibit 02 evidence: “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3))

	shall be entitled to have judgment against and recover from any defendant in such proceeding such attorney's fees (other than nominal) and costs as the court, judicial referee, arbitration panel or arbitrator may adjudge reasonable and proper.” Evidence: Exhibit 02	“The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). It is also irrelevant to any issues in this Motion. (California Evidence Code § 350.)
114	The October 22, 2019 Email and December 17, 2020 through December 28, 2020 Emails the Cross-Defendant sent to the Cross-Complainant were not intended to harm the Cross-Complainant and were not sent without consideration for the rights of the Cross-Complainant, but instead were intended to inform the Cross-Complainant of the damages and distress the Cross-Defendant incurred, similar to Cease and Desist emails. Evidence:	<u>Objection:</u> “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)). Wells’ references the Cross-Complaint and various emails as evidence that are not attached as properly admitted exhibits to this Motion. “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is

	Wells Decl. ¶ 69	inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702). Notwithstanding objections, Disputed. Declaration of Cameron A. Hopkins (“Hopkins Dec.”), ¶¶ 6-10, 15-16.
115	The Trash Cross-Defendant temporarily placed on the common walkway on Lot 1 was not intended to harm the Cross-Complainant, and was not placed without consideration for the rights of the Cross-Complainant, but instead was placed out of necessity due to the loss of Cross-Defendant trash system on Lot 1. Evidence: Wells Decl. ¶ 70	<u>Objection:</u> “Citation to the evidence in support of each material fact must include reference to the exhibit, title, page, and line numbers.” (California Rules of Court, Rule 3.1350(d)(3)). Wells references the Cross-Complaint as evidence that is not attached as properly admitted exhibits to this Motion. “The separate statement should include only material facts and not any facts that are not pertinent to the disposition of the motion.” (California Rules of Court, Rule 3.1350(d)(2)): This is not a fact. This is inadmissible argument and legal conclusion. (CCP § 437c(b)(1); California Evidence Code § 702).

		Notwithstanding objections, Disputed. Declaration of Cameron A. Hopkins ("Hopkins Dec."), ¶¶ 6-10, 15-16.
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DATED: January 9, 2025	CAMERON A. HOPKINS, APC BY: <u>Emma D. Enriquez</u> Emma D. Enriquez Attorneys for Cross-Complainant, CAMERON A. HOPKINS
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PROOF OF ELECTRONIC SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years of age, and I am not a party to the within action; my business address is 865 S. Figueroa Street, Suite 1388, Los Angeles, California 90017. On January 9, 2025, I served the following document(s):

CROSS-COMPLAINANT CAMERON HOPKINS' OBJECTIONS AND RESPONSES TO CROSS-DEFENDANT SKYLER WELLS' SEPARATE STATEMENT IN SUPPORT OF MOTION FOR SUMMARY ADJUDICATION

[FILED CONCURRENTLY WITH HOPKINS OBJECTIONS TO DECLARATION OF SKYLER WELLS AND EXHIBITS C AND D]

X by placing X the original ___ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

James C. Diefenbach
DIEFENBACH LAW GROUP
11835 Carmel Mountain Rd., Ste. 1304-313
San Diego, CA 92128
(Attorney for Plaintiff/X-Def Skyler Wells)

Sevan Gobel
Artin Avetisove
LAGASSE BRANCH BELL + KINKEAD
626 Wilshire Blvd., Suite 1000
Los Angeles, CA 90017
(Attorney for Defendants)

X BY ELECTRONIC DELIVERY TO: james@diefenbachlawgroup.com;
sgobel@lbbklaw.com; aavetisove@lbbklaw.com; lrodriguez@lbbklaw.com

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

EXECUTED at Los Angeles, California on January 9, 2025.

/s/ Emma D. Enriquez
Emma D. Enriquez

Emma D. Enriquez (SBN 225059)
cyberlaw12@gmail.com
LAW OFFICES OF CAMERON A. HOPKINS, APC
865 S. Figueroa Street, Suite 1388
Los Angeles, California 90017
(213) 892-9957
(833) 830-1240 (Facsimile)

Attorneys for Defendant/Cross-Complainant,
CAMERON A. HOPKINS

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/09/2025 7:21 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Bolden, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SKYLER WELLS, an individual,

Plaintiff,
vs.

CAMERON HOPKINS, an individual; JAY
DYCKMAN, and individual,

Defendants.

CASE NO.: 22STCV05843

[Assigned for all purposes to Hon. Wendy
Chang]

Dept. 36

**DECLARATION OF CROSS-
COMPLAINANT CAMERON
HOPKINS IN SUPPORT OF
OPPOSITION TO CROSS-DEFENDANT
SKYLER WELLS' MOTION FOR
SUMMARY ADJUDICATION**

CAMERON HOPKINS, an individual,

Cross-Complainant,
vs.

SKYLER WELLS aka SKYLAR WELLS, an
individual; DAVID SCHIAMBERG, an
individual; MARILYN SCHIAMBERG, an
individual, and ROES 1-20,

Cross-Defendants.

Hearing Date: January 23, 2025

Hearing Time: 8:30 a.m.

Complaint Filed: February 16, 2022

Jury Trial: March 28, 2025

I, Cameron Hopkins, declare as follows:

1. I am the Cross-Complainant in this matter. I have personal knowledge of the facts
stated herein and, if called as a witness, I could and would competently testify to the truth of

1 these matters. I am also an attorney duly admitted to practice law in California continually
2 since 1993.

3 2. Since March, 2018, I have been the owner of the property located at 3343 Rowena
4 Avenue, which is one of six residential units in the Rowena Lofts community. In 2019, I was
5 elected by a majority (five of six) of Rowena Lofts owners as a Responsible Owner and
6 authorized to bring this action on my own behalf as well as on behalf of the other owners under
7 the Rowena Lofts Covenants, Conditions, and Restrictions (CC&Rs) and 2019 Amendment to
8 the CC&Rs.

9 3. **Outstanding Common Area Maintenance Fees:** From 2012 to October 3, 2024,
10 Cross-Defendant Skyler Wells has owned one of the six residential units (“Wells Unit”). Since
11 2012, Cross-Defendant Skyler Wells failed to make a single payment towards his share of the
12 required Rowena Lofts community common area maintenance dues. Under the CC&Rs and
13 determination of the Rowena Lofts owners, every owner in the Rowena Lofts community has
14 been required to pay dues in the amount of \$340 per month to cover common area expenses
15 including general maintenance, repairs, gardener, liability insurance, water for both common
16 areas and all individual units in the community; among others. Despite being billed for
17 outstanding dues by our management company, Allstate Management, Wells continually
18 refused to remit any payments on his account from 2012 through September 2024 when he lost
19 title to the property due to bank foreclosure.

20 4. I am informed and believe that Cross-Defendant Skyler Wells name was removed
21 from title to the unit, due to foreclosure, on or about October 3, 2024.

22 5. I have reviewed the Rowena Lofts accounts receivable records in preparation of
23 this Declaration. The total current amount owed by Wells is \$33,320. The amount owed by
24 Wells includes outstanding monthly payments from July 2016 to September 2024. This figure
25 does not include interest, late fees or attorney’s fees. Outstanding owner’s dues owed by Wells
26 prior to July 2016 in the amount of \$8,498.19 were included in the 2016 Judgment entered
27 against Wells and are not sought in this cross-complaint.

1 6. **Ongoing Interference With Property Owners' Quiet Enjoyment:** As a Rowena
2 Lofts unit owner since 2018 and one of two Responsible Owners since 2019, I can attest that
3 Wells regularly and continuously acted in ways that interfered with my and other unit owners'
4 quiet enjoyment of their properties.

5 7. I personally observed this behavior taking place between March, 2018 and January
6 2021. On January 7, 2021, concerned with Wells' escalating personal threats of violence and
7 potential harm to the community, I wrote to LAPD Detective Ventura and Sargeant Rey on
8 behalf of myself and the other residents/owners of Rowena Lofts regarding Wells' continuing
9 violent threats. A true and correct copy of my letter with supporting evidence to LAPD is
10 hereto as Exhibit "A". Ventura and Rey were familiar with Wells based on prior incidents
11 involving Wells and other Rowena Lofts owners, guests, visitors and neighbors over the years.

12 8. Wells' tortious acts, during this time, included:

- 13 • Accumulating rotting trash and debris outside of his unit, creating a sanitation hazard
14 and attracting pests.
- 15 • Smashing glass jars and blocking access with debris and trash in common areas,
16 creating dangerous conditions for residents and visitors.
- 17 • Threatening myself, my family and other property owners with written threats of gun
18 violence and retribution ("eye for an eye") if anyone interferes with Wells exclusive
19 use of areas proximate to his unit that the CC&Rs define as common easements.
- 20 • Wells sent a letter, dated January 11, 2018, to all Rowena Loft owners and residents,
21 a true and correct copy is attached to the First Amended Cross-Complaint ("FACC")
22 as Exhibit 4 and to Exhibit "A" attached hereto. A copy of the letter was left taped to
23 the entry of my unit after I purchased my unit. The letter includes the following
24 threatening language:

- 25 o "I am Skyler Well, the owner of 3345 1/2 Rowena Avenue . . . during my
26 lifetime, which I expect to be another 50-60 years. . . I will never sell or transfer
27 ownership of my property/lot. In January - April 2018, I am maintaining the
28

entire exterior of my property/lot . . . I will complete maintenance of the entire exterior of my property . . . without interference and without exception as I have done since December 2012.”

o “I am a registered gun and stun gun owner and will use these weapons according to the applicable laws to protect myself and my entire property/lot.”

o “Again I am a registered gun and stun gun owner and will use these weapons according to the law to protect myself and my entire property/lot. The handling of any weapon of deadly force, or tool which resembles in any manner a weapon of deadly force, by a person other than myself on my property/lot will be met with self-defense use of my gun and/or stun gun.”

o “2018, and every year thereafter . . . can be a battle at Rowena Lofts which no other property owner at Rowena Lofts will win.”

- On October 22, 2019, Wells, through his assistant, sent me a threatening email after a small dead section of a cactus in the front of the property was allegedly trimmed. A true and correct copy is attached to the FACC as Exhibit 5 and to Exhibit “A” attached hereto. “I control the pedestrian promenade directly in front of this Euphorbia cactus . . . You and your contractors have no right to destroy my property. I purchased, planted, watered, fed and loved this Euphorbia cactus for 7 years and last week your contractor chopped off 30% of this living property of mine. How would you feel if I chop off the arm of your living child, sibling or parent? By trespassing on my property and chopping off the arm of my living property, you have given me the right to trespass on your property and destroy \$3,000 worth of your living or not living property. I believe in an eye for an eye, therefore expect this retribution because I guarantee it will happen.”

- On December 28, 2020, Wells sent my self, other Rowena Loft property owners and Allstate Management an email threatening to financially destroy us and to seek “personal justice”. A true and correct copy of this letter is attached to the FACC

as Exhibit 6 and attached hereto as Exhibit “A”. “All Rowena Lofts “Responsible Owners: from 2012 - present will be defendants in the \$1,500,000 lawsuit for negligence to maintain the sewer pipe located on an easement under Lot #1 (3345 ½ Rowena Avenue, Los Angeles, CA 90027). I will financially destroy Rowena Lofts, Rowena HOA, Rowena Lofts “Responsible Owners” from 2012 - present, and Allstate HOA Management. In addition to legal justice, I will get personal justice on all Rowena Lofts “Responsible Owners” from 2012 - present. I suggest you obtain an attorney and a bodyguard.”

9. From March 2018 to January 2021, Wells threats of violence forced myself and the other owners, residents and guests of Rowena Lofts to avoid using common easements proximate to Wells’ unit, forego doing landscaping or other maintenance in the common areas for fear of Wells’ threats of violence and retribution. In addition to his continued sinister threats of violence towards those around him, Wells disabled and removed the irrigation system for the entire development, yelled obscenities and threats to passersby, broke the window of a neighboring property with a projectile, stacked rotten garbage outside his unit, prevented, and unilaterally removed all landscaping from the front of the development leaving the entire street facing section of the property bare.

10. Wells has never retracted his threats of violence or apologized.

11. In June, 2019, myself and Brandon Cohen, the other Rowena Lofts Responsible Owner at the time, sought and obtained a legal opinion letter from Jeanne McDonald, a licensed California attorney and Davis-Stirling Act expert, on behalf of the Rowena Loft owners. The purpose of the engagement was to determine whether Rowena Lofts could add enforcement provisions without turning the development into a Common Interest Development (“CID”). With regard to the applicability of Davis-Stirling to Rowena Lofts pursuant to the CC&Rs, Ms. McDonald stated the following:

“The Davis-Stirling Act regulates common interest developments (“CIDs”). If your CC&Rs contained all the requisites for being a CID, then you would be required to comply

1 with all of those Davis-Stirling requirements. Your CC&Rs were carefully crafted to avoid
2 that. In order to be a CID, the project has to have CC&Rs, and the CC&Rs have to contain a
3 statement that the CID is a planned development and the name of the HOA. Civ. Code Sections
4 4200, 4250. Yours don't have either statement, and in fact they don't require an HOA at all."
5 Attached hereto as Exhibit "B" is a true and correct copy of McDonald's letter, dated June 10,
6 2019, and maintained as a business record by Rowena Lofts Responsible Owners.

7 12. Prior to foreclosure of his unit, Wells failed to comply with any aspect of any order
8 set forth in the 2016 Judgment entered by the Honorable Ernest M. Hiroshima against Wells
9 and in favor of his fellow Rowena Lofts owners in Los Angeles Superior Court Case No.
10 BS162671. A true and correct copy of the 2016 Judgment is attached to the FACC as Exhibit
11 3.

12 13. In that case, the Court determined the rights of the Rowena Loft parties in regards
13 to the common areas [equal access and control], ordered Wells to pay for the restoration of the
14 common areas, ordered Wells to pay outstanding common area fees, and ordered Wells to pay
15 attorney costs and arbitrator fees.

16 14. As of the date of this Declaration, Wells has failed to comply with any of the
17 orders contained in the 2016 Judgment.

18 15. **Substantial Interference and Nuisance:** Wells' actions have substantially and
19 unreasonably interfered with my quiet enjoyment of my property, including:

20 A. Blocking access to shared common walkways and easements;
21 B. Accumulating and refusing to remove trash and debris;
22 C. Making violent threats that made myself, my children and my guests feel unsafe
23 and vulnerable in and around my home and which contributed to my decision to move out of
24 Rowena Lofts in July, 2020.

25 16. The ongoing nuisance caused me significant emotional distress, financial harm,
26 and a substantial reduction in the enjoyment and value of my property during the period of
27 time that Wells resided at Rowena Lofts.

1 17. I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

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4 Executed this January 9, 2025 at Los Angeles, California.

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CAMERON A. HOPKINS

EXHIBIT "A"

Skyler Wells (prior DR 191021004905)

1 message

Cameron Hopkins <camhopkins@gmail.com>

Thu, Jan 7, 2021 at 1:51 PM

To: 32490@lapd.online, 30741@lapd.online

Dear Detective Ventura and Sargeant Rey,

My name is Cameron Hopkins. I am the current owner of a residential property located at 3343 Rowena Avenue, Los Angeles, 90027. This matter regards escalating violent acts and threats by Skyler Wells who lives at 3345 1/5 Rowena Avenue. The referenced properties are part of a group of six separate homes (small lot subdivision) commonly known as the Rowena Lofts. Mr. Wells resides in the home at the front of the development on Rowena Avenue. Over the years, Mr. Wells has engaged in various activities intended to instill fear in the other owner-residents of Rowena Lofts. My experience with Mr. Wells began in 2018 when I purchased my home. Mr. Wells left a letter to all residents in which he states that he is "a registered gun owner and stun gun owner and will use these weapons according to the applicable laws to protect myself and my entire property/lot." A copy of this email is attached hereto. Wells has long maintained that he has exclusive control over the entry to Rowena Lofts despite the fact that in 2016 a Los Angeles Superior Court judge ruled against him on this (and many other) points, and furthermore enjoined Wells from interfering with the other owners maintenance of the area (LASC Case No. BS162671). A copy of the court's order is attached.

On October 22, 2019, Wells (through another individual) sent a threatening message to me after the HOA gardener trimmed a dead branch from a cactus in front of the property. The maintenance was authorized and appropriate and, moreover, consistent with the court's 2016 order. This email is also attached hereto. Another owner, Brandon Cohen, received the same email which I believe was reported to LAPD (DR 191021004905).

Recently Mr. Wells' behaviour and threats have increased to the point that most, if not all, the other owners are now living in constant fear for their safety. On or about December 17, 2020, there was, according to Wells, a leak that he claimed flooded part of his house. He immediately blamed an "easement" pipe and demanded the HOA's insurance information threatening that if he did not receive the insurance certificate within 48 hours he "will initiate a campaign to destroy Rowena Lofts, including all properties and vehicles within." When I responded that it appeared the water may be coming from an irrigation system that he installed and exclusively controls, he responded with the same threat that he would "destroy" our homes adding "starting with your property and vehicle." Additional menacing emails followed. The emails were forwarded to our HOA management company for response as we no longer felt safe interacting with Wells on any level. The aforementioned emails are also attached and include Wells contact information as well as Wells' parents contact information. Wells owns the property with his parents though he lives alone.

On December 18, 2020, LAPD was called because a person working for Wells indicated to another Rowena Lofts resident that she (the worker) feared for her safety due to Wells' erratic behaviour. The officers attempted to contact Wells who would not answer his door or respond to the officers calls for him to come out. The officers left a business card with information about the incident. A copy of the front and back of the business card is attached.

Document received by the CA 2nd District Court of Appeal.

The most recent email threat received by Wells was on December 28, 2020 in which he indicates that he intends to sue basically everyone ever connected with Rowena Lofts for \$1,500,000. In Wells' email, he says he will financially destroy the lofts but also goes further stating that "in addition to legal justice, I will get personal justice on all Rowena Lofts "Responsible Owners" from 2012-present. I suggest you obtain an attorney and a bodyguard."

There have also been numerous other incidents within the last two weeks which other residents have separately reported. Additionally, within the last week, for no apparent reason Wells tore out all the landscaping in front of the property leaving everything bare and exposed.

I take Wells' threats seriously and fear for the safety of myself, my two children and my neighbors. Wells has recently displayed behaviour that seems to indicate that he is willing follow through with his threats in some form or another. I am not one to report minor or frivolous situations to law enforcement and I do so only after careful consideration.

Thank you for your attention to this matter. Should you have any questions or require anything further, do not hesitate to contact me.

Sincerely,
Cameron Hopkins
213 924-2265

5 attachments



LAPD 12182020 (2) call.jpeg
816K



LAPD 12182020 call.jpeg
813K



Wells Judgment.pdf
317K



Skyler Wells email threat 12282020.pdf

Document received by the CA 2nd District Court of Appeal.

352K



Skyler Wells email threats.pdf

3744K

Document received by the CA 2nd District Court of Appeal.

00869

January 11, 2018

Rowena Lofts Property Owner:

I am Skyler Wells, the owner of 3345 1/2 Rowena Avenue, Los Angeles, CA 90027 since December 2012. During my lifetime, which I expect to be another 50-60 years, I will own 3345 1/2 Rowena Avenue, Los Angeles, CA 90027 and I will never sell or transfer ownership of my property/lot.

In January - April 2018, I am maintaining the entire exterior of my property/lot including:

- * Repairing the electrical defect on the hillsides.
- * Repairing the drip irrigation lines on the hillsides.
- * Refilling the brown mulch on the hillsides and cacti area.
- * Refilling and adding light grey stones to the city parkway.
- * Repairing the damage to the top left front corner of the wood mailbox housing.
- * Repainting and restraining all walls (stucco, retaining, wood, etc.), gates, doors and rails. This includes the stucco wall on the north side of my property/lot, which requires access from the patio of the property/lot behind my property/lot. This includes the wood wall on the south side of my patio on floor 1. Every surface on the exterior of my property/lot which currently is covered by paint or stain will be repainted and restained. Walls (stucco, retaining), gates and rails will be painted medium grey, doors will be painted dark brown and wood will be stained dark brown.

I will complete maintenance of the entire exterior of my property/lot in January - April 2018 without interference and without exception as I have done since December 2012. The direct results of my maintenance of the entire exterior of my property/lot is a beautiful property/lot exterior, which is also viewed as the front of Rowena Lofts, and a 25% increase in the value of my property and all other properties/lots located behind my property/lot at Rowena Lofts. If not for my maintenance of the entire exterior of my property/lot, the entire exterior of my property/lot, which is also viewed as the front of Rowena Lofts, would resemble the unmaintained condition of many areas of Rowena Lofts, such as the broken, chipped and cracked concrete stucco wall along the west side of the driveway, which has never been maintained and unfortunately most likely will never be maintained.

I am a registered gun owner and stun gun owner and will use these weapons according to the applicable laws to protect myself and my entire property/lot. I will allow access to my property/lot for the proposed modifications to the gate attached to the south side of the entryway of my property/lot under the following 7 conditions:

1. I review and approve images of the proposed modifications.
2. I receive the opportunity to vote at a meeting attended by myself and one of my assistants.
3. I review and approve a document describing preparation to the work area that will be completed before work begins to protect my property/lot. The sealed flooring on the entryway on my property/lot was damaged by B & S Construction Inc., hired by Rowena Lofts, during an attempt to modify the front gate attached to the entryway on my property/lot on 11/29/2017. I will pursue small claims legal action to recover the money to repair this damage if necessary.
4. Work, including preparation, on my property will not begin before 9 am and will not end after 5 pm.
5. Work, including preparation, on my property will be completed on a Friday in January or February 2018.
6. Work, including preparation, on my property/lot will be completed in a quiet and professional manner.
7. This document will be signed by myself and all other property owners at Rowena Lofts.

Again, I am a registered gun owner and stun gun owner and will use these weapons according to the law to protect myself and my entire property/lot. The handling of any weapon of deadly force, or tool which resembles in any manner a weapon of deadly force, by a person other than myself on my property/lot will be met with self-defense use of my gun and/or stun gun. In addition, I have several assistants who will be occupying, using and cleaning the front entryway, including the gate attached to the front entryway, on my property on Friday 1/12/2018 and Saturday 1/13/2018. There will be no work performed on my property/lot on Friday 1/12/2018 or Saturday 1/13/2018 for these reasons and because the 7 conditions above have not been satisfied.

Attached is a police report filed by me against Robert Dickehut for battery with 2 witnesses which have provided written declarations of the attack on me by Robert Dickehut. This police report will become a criminal lawsuit against Robert Dickehut if any action is taken regarding any other police report involving myself created on or before the present date or if any other police report involving myself created on or before the present date is brought to my attention again.

Attached is a water utility account which services 3 of 6 properties at Rowena Lofts and therefore is the responsibility of all property owners at Rowena Lofts. I agree to pay 1/6 of this water utility account account statement balance directly to Los Angeles Department of Water and Power after 5/6 of this water utility account statement balance is paid directly to Los Angeles Department of Water and Power by all other owners at Rowena Lofts. In addition, another property owner at Rowena Lofts should transfer this water utility account billing name and address out of my name and address and into a more appropriate name and address because I will never make any payments toward the balance of this water utility account otherwise.

2018, and every year thereafter, can be a great year at Rowena Lofts filled with cooperation and increased property values or 2018, and every year thereafter, can be a battle at Rowena Lofts which no other property owner at Rowena Lofts will win.

Skyler Wells

Skyler Wells
Owner of 3345 1/2 Rowena Avenue, Los Angeles, CA 90027

Rowena Lofts

Jennifer Nguyen <jennifern316@gmail.com>
To: camhopkins@gmail.com

Tue, Oct 22, 2019 at 9:00 AM

A message from Skyler Wells, original and current owner of 3345 1/2 Rowena Avenue, Los Angeles, CA 90027: A contractor you hired trespassed on my property on Wednesday, 10/16/2019 between 8 and 10 am and destroyed \$3,000 of my property on Wednesday, 10/16/2019 between 8 and 10 am, which is 30% of the Euphorbia cactus valued at \$9,000 on the east side of exterior front of my property. As you have already been informed, I purchased 100% and implemented 100% of the landscaping, the irrigation system and the lighting system on the exterior front of my property. Included in this landscaping is the Euphorbia cactus on the east side of the exterior front of my property, purchased in 2013 for \$3,000, which has grown 300% between 2013 and 2019, which was valued at \$9,000 prior to being 30% destroyed by your contractor in October 2019. You and your contractors have no right to trespass on my property. As you have already been informed, I own 100% of the exterior front of my property. I control the pedestrian promenade directly in front of this Euphorbia cactus, which is confirmed by the applicable diagram shading in the original final version of the CC&Rs held at the law firm responsible for creating the CC&Rs and held on file at the city of Los Angeles. The arm of this Euphorbia cactus bowed forward onto my property between 10/1/2019 and 10/8/2019. A qualified landscaping contractor would have supported the arm of this Euphorbia cactus with a 2" x 2" wood rod for 3 months to allow the arm to mend. My qualified landscaping contractor has supported the arms of this Euphorbia cactus and the other two Euphorbia cacti on my property with a 2" x 2" wood rod for 3 months several times between 2013 and 2017, which is the reason these Euphorbia cacti are large and beautiful today. Instead, your unqualified contractor cut off the arm of this Euphorbia cactus on Wednesday, 10/16/2019 between 8 and 10 am. Your decision to hire this unqualified contractor is a poor decision, which confirms your inability to make informed, appropriate and best practice decisions regarding Rowena Lofts. You and your contractors have no right to destroy my property. I purchased, planted, watered, fed and loved this Euphorbia cactus for 7 years and last week your contractor chopped off 30% of this living property of mine. How would you feel if I chop off the arm of your living child, sibling or parent? By trespassing on my property and chopping off the arm of my living property, you have given me the right to trespass on your property and destroy \$3,000 worth of your living or not living property. I believe in an eye for an eye, therefore expect this retribution because I guarantee it will take place. Do not trespass on my property again. Do not destroy my property again. I will live another 60 plus years. I will live in my property at Rowena Lofts for another 60 plus years. I will never sell my property at Rowena Lofts. I will pass my property at Rowena Lofts to my family with instructions to never sell my/the property at Rowena Lofts. Your poor decision making, irresponsible behavior and disrespectful action will only make your temporary stay at Rowena Lofts unpleasant.

--
Jennifer Nguyen
Mobile: 316.371.5092
Email: JenniferN316@gmail.com
Website: www.jenniferwin.com
Instagram: www.instagram.com/socaljen

Document received by the CA 2nd District Court of Appeal.

Rowena Lofts Certificate of Insurance

7 messages

Skyler Wells <mr.skyler.wells@gmail.com>

Thu, Dec 17, 2020 at 10:03 AM

To: brandon.adam.cohen@gmail.com, camhopkins@gmail.com

On 12/17/2020 the first floor of my home, including my garage, was flooded by water associated with an easement. The damage to my property and possessions is extensive. Reply with Rowena Lofts certificate of insurance attachment. I will initiate an insurance claim. If I do not receive Rowena Lofts certificate of insurance attachment within 48 hours, then I will initiate a campaign to destroy Rowena Lofts, including all properties and vehicles within.

Skyler Wells

Skyler Wells <mr.skyler.wells@gmail.com>

Thu, Dec 17, 2020 at 10:36 AM

To: Brandon Cohen <brandon.adam.cohen@gmail.com>, camhopkins@gmail.com

COI is not attached.

Skyler Wells

On Thu, Dec 17, 2020 at 10:12 AM Brandon Cohen <brandon.adam.cohen@gmail.com> wrote:

On Dec 17, 2020, at 10:04 AM, Skyler Wells <mr.skyler.wells@gmail.com> wrote:

[Quoted text hidden]

Cameron Hopkins <camhopkins@gmail.com>

Thu, Dec 17, 2020 at 11:03 AM

To: Skyler Wells <mr.skyler.wells@gmail.com>

Cc: Brandon Cohen <brandon.adam.cohen@gmail.com>

The source of any water intrusion appears to be from the irrigation system at the front of your property which you exclusively control and which you recently performed work upon.

[Quoted text hidden]

Document received by the CA 2nd District Court of Appeal.

Rowena Lofts HOA Certificate of Insurance

Skyler Wells <mr.skyler.wells@gmail.com>

Mon, Dec 28, 2020 at 7:23 AM

To: Brandon Cohen <brandon.adam.cohen@gmail.com>, Cameron Hopkins <camhopkins@gmail.com>, tom.g@hoamgmt.com, joshua.h@hoamgmt.com

This communication is protected by California Evidence Code Section 1119 and 1152, et seq.

All Rowena Lofts "Responsible Owners" from 2012 - present will be defendants in the \$1,500,000 lawsuit for negligence to maintain the sewer pipe located on an easement under Lot #1 (3345 1/2 Rowena Avenue, Los Angeles, CA 90027). I will financially destroy Rowena Lofts, Rowena Lofts HOA, Rowena Lofts "Responsible Owners" from 2012 - present, and Allstate HOA Management. In addition to legal justice, I will get personal justice on all Rowena Lofts "Responsible Owners" from 2012 - present. I suggest you obtain an attorney and a bodyguard.

Skyler Wells

[Quoted text hidden]

Document received by the CA 2nd District Court of Appeal.

Skyler Wells <mr.skyler.wells@gmail.com>
To: Cameron Hopkins <camhopkins@gmail.com>
Cc: Brandon Cohen <brandon.adam.cohen@gmail.com>

Thu, Dec 17, 2020 at 11:18 AM

Water source is pipe running under all properties at Rowena lofts. Water source is on an easement. If I do not receive Rowena Lofts certificate of insurance attachment within 48 hours, then I will initiate a campaign to destroy Rowena Lofts, including all properties and vehicles within, starting with your property and vehicle.

Skyler Wells

[Quoted text hidden]

Skyler Wells <mr.skyler.wells@gmail.com>
To: Cameron Hopkins <camhopkins@gmail.com>
Cc: Brandon Cohen <brandon.adam.cohen@gmail.com>

Thu, Dec 17, 2020 at 11:53 AM

I will start by throwing all of the toilet paper and feces directly in front of my property onto all front doors, garage doors and vehicles.

Skyler Wells
323.928.2333 Home
310.430.8003 Mobile

[Quoted text hidden]

Skyler Wells <mr.skyler.wells@gmail.com>
To: Cameron Hopkins <camhopkins@gmail.com>
Cc: Brandon Cohen <brandon.adam.cohen@gmail.com>

Thu, Dec 17, 2020 at 2:48 PM

All water to Rowena Lofts must be and has been shut off until this water easement issue is resolved and I receive the COI.

Skyler Wells

[Quoted text hidden]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

EXHIBIT "B"

RE: Rowena Lofts

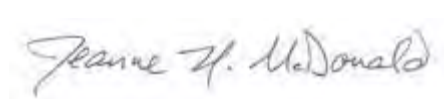
5 messages

Jeanne McDonald <jmcdonald@jhmlawoffice.com>

Mon, Jun 10, 2019 at 10:42 AM

To: Brandon Cohen <brandon.adam.cohen@gmail.com>, Cameron Hopkins <camhopkins@gmail.com>

Cameron, you weren't copied on my email below - here's your copy,



Jeanne H. McDonald

Law Offices of Jeanne McDonald

15760 Ventura Boulevard, Suite 700

Encino, CA 91436

(818) 891-9504 / (818) 891-9519 fax

jmcdonald@jhmlawoffice.com / www.jhmlawoffice.com

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From: Jeanne McDonald**Sent:** Monday, June 10, 2019 10:40 AM**To:** Brandon Cohen <brandon.adam.cohen@gmail.com>**Subject:** Rowena Lofts

Hi, Brandon,

I've looked at the CC&Rs you emailed me to determine whether you can add any enforcement provisions without turning the project into a common interest development. If you do that, the Association will be subject to the requirements of the California Davis-Stirling Act, which as I mentioned to you on the phone include, just as a brief and very partial summary, these obligations:

- Walk-through every three years, summarized in a written report (a "reserve study") estimating repair and maintenance costs for the next 30 years on every structural component (such as roads) owned by the owners in

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common and detailing necessary funding to meet those costs

- Updating the reserve study each year between the three-year walk-throughs
- Annual preparation of budget, distributed to the owners at least 30 days before each fiscal year, containing among other things the reserve study an analysis of the funds available to meet the upcoming maintenance and repair needs, and information on plans to ensure they're properly funded
- Annual disclosures of information on availability of minutes, owners' rights to inspecting and copying HOA records, disciplinary procedures, dispute resolution procedures, members' contact information, collection policy, and more
- Specific procedures for noticing and holding Board meetings, availability to owners of Board meeting agendas and financial records, owner attendance at Board meetings, adopting rules, and resolving disputes between owners and the Board, use of email for conveying HOA information, and much more

The Davis-Stirling Act regulates common interest developments ("CIDs"). If your CC&Rs contained all of the requisites for being a CID, then you would be required to comply with all of those Davis-Stirling requirements. Your CC&Rs were carefully crafted to avoid that. In order to be a CID, the project has to have CC&Rs and the CC&Rs have to contain a statement that the CID is a planned development and the name of the HOA. Civ. Code §§ 4200, 4250. Yours don't have either statement, and in fact they don't require an HOA at all.

You were interested in adding the ability to lien on delinquent owners' property, a remedy that is available to CIDs. To do that, you need to have an HOA that is the creditor. The HOA would be the party charging monthly dues or assessments, or late fees or fines. Then the HOA would be the party authorized to record the lien. Without an HOA, each owner owes each other owner 1/6th of the common expenses, which is why five owners each had to separately sue the sixth owner in the lawsuit from a few years ago.

To create an HOA to eliminate that confusion, you would have to revise your CC&Rs. There's no other way to make membership in the HOA mandatory for all six owners of the Rowena Lofts homes, both now and in the future. But if you revise your CC&Rs to add an HOA, even without strengthening your enforcement remedies, you would instantly meet every requirement to become a CID except for having a statement in the CC&Rs that you're a CID. But I think missing that one statement would be considered irrelevant. If everything about your setup requires compliance with CID requirements, you shouldn't be able to get out of that compliance just by saying you don't want to comply.

And I don't see any practical way of adding stronger enforcement mechanisms to your CC&Rs unless you create an HOA that has the ability to exercise that enforcement. Without an HOA, each individual owner is each going to be entitled to 1/5th of whatever the delinquent owner owes, which is going to complicate any attempt to collect. The only way around this that I can think of is to establish an HOA outside of the CC&Rs, through a written agreement signed by all six owners. The agreement would state that all common debts are owed to that HOA, not the individuals. But membership would have to be voluntary so anyone could resign at any time, and I someone who's uncooperative would never sign the agreement in the first place.

Going back to the question of how to strengthen your enforcement measures without an HOA, what your CC&Rs say right now is that if an owner doesn't pay their share of the costs one of the Responsible Owners can advance the funds and then sue the delinquent owner in small claims to recover that amount. CC&Rs, § 4.5.2. I don't imagine anyone wants to pay a delinquent owner's share. You could make a small CC&R amendment to allow the Responsible Owner to sue the delinquent owner in small claims before the cost is incurred, not after.

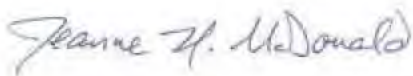
Document received by the CA 2nd District Court of Appeal.

Also you could revise the CC&Rs to give the two Responsible Owners the authority to impose fines against owners for violations of the CC&Rs' rules. The fines, once collected, would be applied to the property's maintenance costs. You'd have to add to the CC&Rs a procedure for giving the owner a hearing. The CC&Rs could authorize a Responsible Owner to sue in small claims for collection of the fine, same as they can sue for unpaid maintenance costs.

Or you can revise the CC&Rs to turn yourselves into a CID and to have much greater enforcement powers, such as the right to lien and foreclose on owners who fail to pay assessments. The entire set of CC&Rs would need to be rewritten since the existence of an HOA would affect many of its provisions and I think a complete rewrite starting off my boilerplate would be cheaper than doing piecemeal additions and revisions. Also you'd need a set of Bylaws for the new HOA, which would cost about \$6,500. And after that you'd all have to get up to speed on the CID requirements, especially the requirements for holding Board meetings to manage the property and run the HOA.

You send me a CID rider for one of the owners' mortgage. The lender required that form to be signed because they apparently believed Rowena Lofts is a CID, but either they were wrong or they were doing it in an excess of caution just in case. It doesn't change the status of Rowena Lofts as set in the CC&Rs.

I know none of these are great options. It is really not a bad thing for an HOA your size to not be a CID, except for the one situation you're faced with right now. If you need anything further, let me know.



Jeanne H. McDonald

Law Offices of Jeanne McDonald

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Encino, CA 91436

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jmcdonald@jhmlawoffice.com / www.jhmlawoffice.com

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[REDACTED]

[REDACTED]

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PROOF OF ELECTRONIC SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years of age, and I am not a party to the within action; my business address is 865 S. Figueroa Street, Suite 1388, Los Angeles, California 90017. On January 9, 2025, I served the following document(s):

DECLARATION OF CROSS-COMPLAINANT CAMERON A. HOPKINS IN SUPPORT OF OPPOSITION TO CROSS-DEFENDANT SKYLER WELLS' MOTION FOR SUMMARY ADJUDICATION

X by placing X the original ___ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

James C. Diefenbach
DIEFENBACH LAW GROUP
11835 Carmel Mountain Rd., Ste. 1304-313
San Diego, CA 92128
(Attorney for Plaintiff/X-Def Skyler Wells)

Sevan Gobel
Artin Avetisove
LAGASSE BRANCH BELL + KINKEAD
626 Wilshire Blvd., Suite 1000
Los Angeles, CA 90017
(Attorney for Defendants)

X BY ELECTRONIC DELIVERY TO: james@diefenbachlawgroup.com; sgobel@lbbklaw.com; aavetisove@lbbklaw.com; lrodriguez@lbbklaw.com

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

EXECUTED at Los Angeles, California on January 9, 2025.

/s/ Emma D. Enriquez
Emma D. Enriquez

Emma D. Enriquez (SBN 225059)
cyberlaw12@gmail.com
LAW OFFICES OF CAMERON A. HOPKINS, APC
865 S. Figueroa Street, Suite 1388
Los Angeles, California 90017
(213) 892-9957
(833) 830-1240 (Facsimile)

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/09/2025 7:55 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Lopez, Deputy Clerk

Attorneys for Defendant/Cross-Complainant,
CAMERON HOPKINS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SKYLER WELLS, an individual,

Plaintiff,

vs.

CAMERON HOPKINS, an individual; JAY
DYCKMAN, and individual,

Defendants.

CAMERON HOPKINS, an individual,

Cross-Complainant,

vs.

SKYLER WELLS aka SKYLAR WELLS, an
individual; DAVID SCHIAMBERG, an
individual; MARILYN SCHIAMBERG, an
individual, and ROES 1-20,

Cross-Defendants.

CASE NO.: 22STCV05843

[Assigned for all purposes to Hon. Wendy
Chang]

Dept. 36

**CROSS-COMPLAINANT CAMERON
HOPKINS' EVIDENTIARY
OBJECTIONS TO CROSS-DEFENDANT
SKYLER WELLS' DECLARATION AND
TO EXHIBITS C AND D IN SUPPORT OF
WELLS' MOTION FOR SUMMARY
ADJUDICATION**

[CA RULES OF CT., RULE 3.1354]

Hearing Date: January 23, 2025

Hearing Time: 8:30 a.m.

Complaint Filed: February 16, 2022

Jury Trial: March 28, 2025

**EVIDENTIARY OBJECTIONS TO DECLARATION OF SKYLER WELLS AND TO
EXHIBITS “C” AND “D” ATTACHED THERETO**

NO	Material Objected to:	Grounds for Objection:	Ruling on the Objection
1.	Paragraph 6: “Breach of Contract cause of action for a written contract has a four (4) years statute of limitations from the date of breach in California.”	Improper Opinion or Legal Conclusion (California Evidence Code § 800; CCP § 437c(b)(1))	Sustained _____ Overruled _____ _____ Judge
2.	Paragraph 7: “FACC Breach of Contract cause of action allegations dated prior to June 10, 2018 are time barred.”	Improper Opinion or Legal Conclusion (California Evidence Code § 800; CCP § 437c(b)(1)) Speculation or conjecture (California Evidence Code § 800; CCP § 437c(b)(1))	Sustained _____ Overruled _____ _____ Judge
3.	Paragraph 8: “Premises Liability cause of action has a two (2) years statute of limitations from the date of injury in California.”	Improper Opinion or Legal Conclusion (California Evidence	Sustained _____ Overruled _____ _____ Judge

		Code § 800; CCP § 437c(b)(1))	
4.	Paragraph 9: "FACC Premises Liability cause of action allegations dated prior to August 1, 2020 are time barred."	Improper Opinion or Legal Conclusion (California Evidence Code § 800; CCP § 437c(b)(1)); Speculation or conjecture (California Evidence Code § 800; CCP § 437c(b)(1))	Sustained _____ Overruled _____ _____ Judge
5.	Paragraph 10: "Private Nuisance cause of action has a three (3) years statute of limitations from the date of nuisance in California."	Improper Opinion or Legal Conclusion (California Evidence Code § 800; CCP § 437c(b)(1))	
6.	Paragraph 11: "FACC Private Nuisance cause of action allegations dated prior to June 10, 2019 are time Barred."	Improper Opinion or Legal Conclusion (California Evidence Code § 800; CCP § 437c(b)(1));	Sustained _____ Overruled _____ _____ Judge

		Speculation or conjecture (California Evidence Code § 800; CCP § 437c(b)(1))	
7.	Paragraph 13: “Each of the six (6) single-family residential lots is a separately owned lot or separate interest in the Rowena Lofts Community.”	Improper Opinion or Legal Conclusion (California Evidence Code § 800; CCP § 437c(b)(1))	Sustained _____ Overruled _____ _____ Judge
8.	Paragraph 14: “A Condominium Plan ("Condominium Plan"), pursuant to CIV § 4285, does not exist for the Rowena Lofts Community.”	Irrelevant (California Evidence Code § 350); Improper Opinion or Legal Conclusion (California Evidence Code § 800; CCP § 437c(b)(1)); Speculation or conjecture (California Evidence Code § 800; CCP § 437c(b)(1))	Sustained _____ Overruled _____ _____ Judge

9.	Paragraph 16: “David Schiamberg and Marilyn Schiamberg are my biological parents.”	Irrelevant (California Evidence Code § 350)	Sustained _____ Overruled _____ _____ Judge
10.	Paragraph 20: “On January 1, 2024, I relocated away from Lot 1.”	Inconsistent with earlier statement in Paragraph 19, “Between January 1, 2013 and December 31, 2024, I occupied and resided in Lot 1.” and cannot be relied upon. (CCP § 437c(b)(1); California Rules of Court, Rule 3.1350(d))	Sustained _____ Overruled _____ _____ Judge
11.	Paragraph 22: “Between March 2018 and the present date, Cross-Complainant has not occupied or resided in Lot 4.”	Irrelevant (California Evidence Code § 350); Speculation or conjecture (California Evidence Code §	Sustained _____ Overruled _____ _____ Judge

		800; CCP § 437c(b)(1))	
12.	Paragraph 23: “Between March 2018 and the present date, Cross-Complainant has occupied and resided at 388 Brentwood Avenue, Ventura, California 93003.”	Irrelevant (California Evidence Code § 350); Speculation or conjecture (California Evidence Code § 800; CCP § 437c(b)(1))	Sustained _____ Overruled _____ _____ Judge
13.	Paragraph 24: “The Rowena Lofts Community is subject to the Davis-Stirling Act.”	Irrelevant (California Evidence Code § 350); Improper Opinion or Legal Conclusion (California Evidence Code § 800; CCP § 437c(b)(1)); Speculation or conjecture (California Evidence Code § 800; CCP § 437c(b)(1))	Sustained _____ Overruled _____ _____ Judge

14.	Paragraph 25: "The Rowena Lofts Community is governed by the CC&Rs."	Evidence Code § 350); Improper Opinion or Legal Conclusion (California Evidence Code § 800; CCP § 437c(b)(1))	Sustained _____ Overruled _____ _____ Judge
15.	Paragraph 26: "The Owner of each of the six (6) lots, are collectively the Owners ("Owners") in the Rowena Lofts Community."	Evidence Code § 350); Improper Opinion or Legal Conclusion (California Evidence Code § 800; CCP § 437c(b)(1))	Sustained _____ Overruled _____ _____ Judge
16.	Paragraph 31: "The Rowena Lofts Community has an owners' association or community association ("Association"), consisting of two (2) "Responsible Owners", one (1) Record Keeper, and six (6) Owners."."	Evidence Code § 350); Improper Opinion or Legal Conclusion (California Evidence Code § 800; CCP § 437c(b)(1))	Sustained _____ Overruled _____ _____ Judge
17.	Paragraph 32: "Each Owner is a member in the Association."	Evidence Code § 350); Improper Opinion or Legal Conclusion	Sustained _____ Overruled _____ _____ Judge

		(California Evidence Code § 800; CCP § 437c(b)(1))	
18.	Paragraph 33: “On October 12, 2012, I applied for and was preapproved for a mortgage loan for the Lot 1 (“Lot 1 Pre-Loan Approval”).	Irrelevant (California Evidence Code § 350): this has nothing to do with the issues of this Motion.	Sustained_____ Overruled_____ _____ Judge
19.	Paragraph 34: “I intended to purchase the Lot 1, without a co-signer on the mortgage loan for the Lot 1.”	Irrelevant (California Evidence Code § 350): this has nothing to do with the issues of this Motion.	Sustained_____ Overruled_____ _____ Judge
20.	Paragraph 36: “The Lot 1 Purchase Agreement was not signed by David Schiamberg and Marilyn Schiamberg.”	Irrelevant (California Evidence Code § 350): this has nothing to do with the issues of this Motion.	Sustained_____ Overruled_____ _____ Judge
21.	Paragraph 37: “Shortly before December 20, 2012, I was informed by FHA of the requirement for a cosigner on the mortgage loan for the Lot 1.”	Irrelevant (California Evidence Code § 350): this has nothing to do with the issues of this Motion.	Sustained_____ Overruled_____ _____ Judge

22.	Paragraph 38: "On December 20, 2012, David Schiamberg and Marilyn Schiamberg co-signed the mortgage loan for the Lot 1."	Irrelevant (California Evidence Code § 350): this has nothing to do with the issues of this Motion.	Sustained_____ Overruled_____ _____ Judge
23.	Paragraph 39: "On December 28, 2012, escrow closed on the Lot 1 when the mortgage loan was funded ("Close of Escrow Date")."	Irrelevant (California Evidence Code § 350): this has nothing to do with the issues of this Motion.	Sustained_____ Overruled_____ _____ Judge
24.	Paragraph 40: "On May 21, 2013, I, David Schiamberg, and Marilyn Schiamberg signed an ownership agreement for the Lot 1 ("Lot 1 Ownership Agreement") stating: "Property: 3345 1/2 Rowena Avenue, Los Angeles, CA 90027. I, David Schiamberg and I, Marilyn Schiamberg, understand and agree that we have co-signed the loan for this property as an accommodation and that Skylar Wells is the 100% owner of this property. We will at all times cooperate with	Irrelevant (California Evidence Code § 350): this has nothing to do with the issues of this Motion. Lack of Authentication: California Evidence Code § 1400 et seq.; CCP § 437c(b)(1) Hearsay: California Evidence Code §	Sustained_____ Overruled_____ _____ Judge

	any needs Skylar Wells may have in connection with the fact we are on title to this property.”	1200; CCP § 437c(b)(1)	
25.	<u>Exhibit “D”</u> attached to Declaration of Skylar Wells [purported ownership agreement between Wells and David and Marilyn Schiamberg].	Irrelevant (California Evidence Code § 350): this has nothing to do with the issues of this Motion. Lack of Authentication: California Evidence Code § 1400 et seq.; CCP § 437c(b)(1)	Sustained _____ Overruled _____ _____ Judge
26.	Paragraph 42: “On November 27, 2012, Joseph Kwon, a Certified Residential Real Estate Appraiser, prepared a Property Uniform Residential Appraisal Report for the Lot 1 (“Lot 1 Appraisal Report”), which is marked with an “X” next to “PUD”, with “199”	Irrelevant (California Evidence Code § 350): this has nothing to do with the issues of this Motion. Lack of Authentication:	Sustained _____ Overruled _____ _____ Judge

	next to “HOA \$” and with an “X” next to “per month”.	California Evidence Code § 1400 et seq.; CCP § 437c(b)(1) Hearsay: California Evidence Code § 1200; CCP § 437c(b)(1)	
27.	<u>Exhibit “C”</u> attached to Declaration of Skyler Wells [purported Lot 1 Appraisal Report dated 2012].	Irrelevant (California Evidence Code § 350): this has nothing to do with the issues of this Motion. Lack of Authentication: California Evidence Code § 1400 et seq.; CCP § 437c(b)(1)	
28.	Paragraph 48: “On October 16, 2019, a landscaping contractor chopped off 30% of a Euphorbia cactus on Lot 1, which I purchased, planted, watered, fed, and loved for seven (7) years (“Cactus Loss”).”	Irrelevant (California Evidence Code § 350): This has nothing to do with the issues of this Motion. This MSA pertains to	Sustained _____ Overruled _____ _____ Judge

		the Cross-Complaint; but this statement has to do with purported damages alleged in the Wells Complaint. Speculation or conjecture: California Evidence Code § 800; CCP § 437c(b)(1). Wells provides no admissible evidence in support of his alleged damages.	
29.	Paragraph 49: “Cross-Complainant caused the Cactus Loss by hiring the landscaping contractor to perform work on Lot 1.”	Irrelevant (California Evidence Code § 350): This has nothing to do with the issues of this Motion. This MSA pertains to the Cross-Complaint; but this statement has to do with purported	Sustained _____ Overruled _____ _____ Judge

		damages alleged in the Wells Complaint. Speculation or conjecture: California Evidence Code § 800; CCP § 437c(b)(1). Wells provides no admissible evidence in support of his claim that Hopkins hired a contractor that injured Wells' cactus.	
30.	Paragraph 50: "I incurred damages of \$10,000.00 on Lot 1 resulting from the Cactus Loss."	Irrelevant (California Evidence Code § 350): This has nothing to do with the issues of this Motion. This MSA pertains to the Cross-Complaint; but this statement has to do with purported damages alleged in the Wells Complaint.	Sustained_____ Overruled_____ _____ Judge

		Speculation or conjecture: California Evidence Code § 800; CCP § 437c(b)(1). Wells provides no admissible evidence in support of his alleged damages.	
31.	Paragraph 51: “I incurred emotional distress due to the Cactus Loss.”	Irrelevant (California Evidence Code § 350): This has nothing to do with the issues of this Motion. This MSA pertains to the Cross-Complaint; but this statement has to do with purported damages alleged in the Wells Complaint. Speculation or conjecture: California Evidence Code § 800; CCP §	Sustained _____ Overruled _____ _____ Judge

		437c(b)(1). Wells provides no admissible evidence in support of his alleged emotional distress or damages.	
32.	Paragraph 52: “On December 17, 2020, the sewer lines common easement backed up and overflowed onto the exterior and interior of Lot 1 (“Sewer Blackwater Property Loss”).”	Irrelevant (California Evidence Code § 350): This has nothing to do with the issues of this Motion. This MSA pertains to the Cross-Complaint; but this statement has to do with purported damages alleged in the Wells Complaint. Speculation or conjecture: California Evidence Code § 800; CCP § 437c(b)(1). Wells provides no admissible evidence	Sustained _____ Overruled _____ _____ Judge

		in support of his alleged sewer line damages.	
33.	Paragraph 53: “Cross-Complainant caused the Sewer Blackwater Property Loss due to his deferred inspection and maintenance of the sewer lines common easement on Lot 1.”	Irrelevant (California Evidence Code § 350): This has nothing to do with the issues of this Motion. This MSA pertains to the Cross-Complaint; but this statement has to do with purported damages alleged in the Wells Complaint. Speculation or conjecture: California Evidence Code § 800; CCP § 437c(b)(1). Wells provides no admissible evidence in support of his alleged sewer line damages or the	Sustained_____ Overruled_____ _____ Judge

		causation of said alleged damages.	
34.	Paragraph 54: "I incurred damages of \$1,500,000.00 on Lot 1 resulting from the Sewer Blackwater Property Loss.	Irrelevant (California Evidence Code § 350): This has nothing to do with the issues of this Motion. This MSA pertains to the Cross-Complaint; but this statement has to do with purported damages alleged in the Wells Complaint. Speculation or conjecture: California Evidence Code § 800; CCP § 437c(b)(1). Wells provides no admissible evidence in support of his alleged sewer line damages or the	Sustained _____ Overruled _____ _____ Judge

		causation of said alleged damages.	
35.	Paragraph 55: "I incurred emotional distress due to the Sewer Blackwater Property Loss."	Irrelevant (California Evidence Code § 350): This has nothing to do with the issues of this Motion. This MSA pertains to the Cross-Complaint; but this statement has to do with purported damages alleged in the Wells Complaint. Speculation or conjecture: California Evidence Code § 800; CCP § 437c(b)(1). Wells provides no admissible evidence in support of his alleged emotional distress damages.	Sustained _____ Overruled _____ _____ Judge

36.	Paragraph 56: “On and after December 17, 2020, the trash system (side door, terrace, and two (2) 200 gallon trash dumpsters) on Lot 1 was lost resulting from the Sewer Blackwater Property Loss (“Trash System Loss”).”	Irrelevant (California Evidence Code § 350): This has nothing to do with the issues of this Motion. This MSA pertains to the Cross-Complaint; but this statement has to do with purported damages alleged in the Wells Complaint. Speculation or conjecture: California Evidence Code § 800; CCP § 437c(b)(1). Wells provides no admissible evidence in support of his alleged trash system damages.	Sustained_____ Overruled_____ _____ Judge
37.	Paragraph 57: “Cross-Complainant caused the Trash System Loss by	Irrelevant (California Evidence Code § 350): This has	Sustained_____ Overruled_____ _____ Judge