

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

|                       |   |                                   |
|-----------------------|---|-----------------------------------|
| Skyler Wells,         | } | Appellate Case No.: B347182       |
| Plaintiff-Appellant,  |   | Trial Court Case No.: 22STCV05843 |
| vs.                   |   |                                   |
| Cameron Hopkins,      |   |                                   |
| Defendant-Respondent. |   |                                   |

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

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APPELLANT'S APPENDIX VOL. I

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888-332-2999  
State Bar Number 290819  
Attorney for Appellant

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**CHRONOLOGICAL**

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| 01/09/2025         | 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           | 882                |
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| 09/30/2024         | Cross-Defendant Skyler Wells Request for Judicial Notice                                                                                                                                      | 673                |
| 09/30/2024         | Cross-Defendant Skyler Wells Separate Statement in Support of Cross-Defendant Skyler Wells Motion for Summary Adjudication of Issues                                                          | 349                |



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| 01/09/2025 | Declaration of Cross-Complainant Cameron Hopkins in Support of Opposition to Cross-Defendant Skyler Wells' Motion for Summary Adjudication     | 859  |
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| 01/22/2025 | Declaration of Skyler Wells in Support of Reply to Opposition to Cross-Defendant Skyler Wells Motion for Summary Adjudication of Issues        | 914  |
| 08/01/2022 | First Amended Cross-Complaint                                                                                                                  | 52   |
| 05/30/2025 | Judgement[sic]                                                                                                                                 | 1163 |
| 01/23/2025 | Minute Order dated January 23, 2025                                                                                                            | 1149 |
| 01/30/2025 | Minute Order dated January 30, 2025                                                                                                            | 1150 |
| 03/28/2025 | Minute Order dated March 28, 2025                                                                                                              | 1160 |
| 06/11/2025 | Notice of Appeal                                                                                                                               | 1166 |
| 12/26/2023 | Plaintiff Skyler Wells Fourth Amended Complaint                                                                                                | 139  |
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|            | Register of Actions                                                                                                                            | 6    |
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                     |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 02/16/2022 | Complaint<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                             |
| 02/16/2022 | Summons on Complaint<br>Issued and Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                       |
| 02/16/2022 | Civil Case Cover Sheet<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                |
| 02/16/2022 | Alternate Dispute Resolution Packet<br>Filed by: Clerk                                                                                                                                                     |
| 02/16/2022 | First Amended General Order re: Mandatory Electronic Filing<br>Filed by: Clerk                                                                                                                             |
| 02/16/2022 | Voluntary Efficient Litigation Stipulation Packet<br>Filed by: Clerk                                                                                                                                       |
| 02/16/2022 | Notice of Case Assignment - Unlimited Civil Case<br>Filed by: Clerk                                                                                                                                        |
| 02/16/2022 | Case assigned to Hon. Wendy Chang in Department 36 Stanley Mosk Courthouse                                                                                                                                 |
| 02/17/2022 | Case Management Conference scheduled for<br>06/13/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                             |
| 02/17/2022 | Notice of Case Management Conference<br>Filed by: Clerk                                                                                                                                                    |
| 03/29/2022 | First Amended Complaint<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                               |
| 04/01/2022 | Proof of Service by Substituted Service<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant)<br>Proof of Mailing Date: 03/21/2022<br>Service Cost: 86.70<br>Service Cost Waived: No |
| 04/01/2022 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: JAY DYCKMAN (Defendant)<br>Service Date: 03/22/2022<br>Service Cost: 81.50<br>Service Cost Waived: No                            |
| 05/13/2022 | Proof of Service by Mail<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                             |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                           |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | As to: CAMERON HOPKINS (Defendant)<br>After Substituted Service of Summons and Complaint ?: No                                                                                                                                                   |
| 05/13/2022 | Proof of Service by Mail<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: JAY DYCKMAN (Defendant)<br>After Substituted Service of Summons and Complaint ?: No                                                                                     |
| 06/08/2022 | Substitution of Attorney<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                   |
| 06/08/2022 | Case Management Statement<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                  |
| 06/09/2022 | Proof of Service by Mail<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant)<br>After Substituted Service of Summons and Complaint ?: No                                                                                 |
| 06/09/2022 | Proof of Service by Mail<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: JAY DYCKMAN (Defendant)<br>After Substituted Service of Summons and Complaint ?: No                                                                                     |
| 06/10/2022 | Answer<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                                                                                                                                      |
| 06/10/2022 | Cross-Complaint FOR: 1. BREACH OF CONTRACT 2. PRIVATE NUISANCE 3<br>DECLARATORY RELIEF<br>Filed by: CAMERON HOPKINS (Defendant)<br>As to: SKYLER WELLS (Plaintiff); David Schiamberg (Cross-<br>Defendant); Marilyn Schiamberg (Cross-Defendant) |
| 06/10/2022 | Summons on Complaint (1st)<br>Issued and Filed by: CAMERON HOPKINS (Defendant)<br>As to: SKYLER WELLS (Plaintiff); David Schiamberg (Cross-<br>Defendant); Marilyn Schiamberg (Cross-Defendant)                                                  |
| 06/13/2022 | Order to Show Cause Re: Failure to File Proof of Service of<br>Cross-Defendants scheduled for<br>08/17/2022 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                           |
| 06/13/2022 | Case Management Conference scheduled for<br>08/17/2022 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                                                                                |
| 06/13/2022 | Minute Order (Case Management Conference)                                                                                                                                                                                                        |
| 06/13/2022 | Case Management Conference scheduled for 06/13/2022 at 08:30 AM<br>in Stanley Mosk Courthouse at Department 36                                                                                                                                   |

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Stanley Mosk Courthouse Department 36**

**CASE REGISTER**

**22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.**

| <b>Date</b> | <b>Action</b>                                                                                                                                                                                              |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | Held - Continued was rescheduled to 08/17/2022 08:30 AM                                                                                                                                                    |
| 07/06/2022  | Proof of Personal Service<br>Filed by: CAMERON HOPKINS (Cross-Complainant)<br>As to: David Schiamberg (Cross-Defendant)<br>Service Date: 06/23/2022<br>Service Cost: 91.50<br>Service Cost Waived: No      |
| 07/06/2022  | Proof of Personal Service<br>Filed by: CAMERON HOPKINS (Cross-Complainant)<br>As to: Marilyn Schiamberg (Cross-Defendant)<br>Service Date: 06/23/2022<br>Service Cost: 61.50<br>Service Cost Waived: No    |
| 08/01/2022  | First Amended Cross-Complaint<br>Filed by: CAMERON HOPKINS (Cross-Complainant)<br>As to: SKYLER WELLS (Cross-Defendant); Marilyn Schiamberg (Cross-Defendant); David Schiamberg (Cross-Defendant)          |
| 08/02/2022  | Case Management Statement<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                |
| 08/04/2022  | Case Management Statement<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                                                                                                 |
| 08/08/2022  | Case Management Statement<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                            |
| 08/11/2022  | Proof of Service (not Summons and Complaint)<br>Filed by: CAMERON HOPKINS (Cross-Complainant)<br>As to: SKYLER WELLS (Cross-Defendant)                                                                     |
| 08/11/2022  | Proof of Service (not Summons and Complaint)<br>Filed by: CAMERON HOPKINS (Cross-Complainant)<br>As to: Marilyn Schiamberg (Cross-Defendant)                                                               |
| 08/11/2022  | Updated -- Proof of Service (not Summons and Complaint):<br>As To Parties changed from Marilyn Schiamberg (Cross-Defendant)<br>to Marilyn Schiamberg (Cross-Defendant), David Schiamberg (Cross-Defendant) |
| 08/16/2022  | Notice of Posting of Jury Fees<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                           |
| 08/17/2022  | Case Management Conference scheduled for<br>10/17/2022 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                                          |
| 08/17/2022  | Minute Order (Order to Show Cause Re: Failure to File Proof of<br>Service of C...)                                                                                                                         |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                     |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 08/17/2022 | Order to Show Cause Re: Failure to File Proof of Service of Cross-Defendants scheduled for 08/17/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 08/17/2022<br>Result Type to Held |
| 08/17/2022 | Case Management Conference scheduled for 08/17/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                |
|            | Held - Continued was rescheduled to 10/17/2022 08:30 AM                                                                                                                                                                    |
| 09/01/2022 | Notice of Posting of Jury Fees<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                       |
| 09/07/2022 | Demurrer - with Motion to Strike (CCP 430.10)<br>Filed by: Marilyn Schiamberg (Cross-Defendant); David Schiamberg (Cross-Defendant)                                                                                        |
| 09/07/2022 | Motion to Strike (not initial pleading)<br>Filed by: Marilyn Schiamberg (Cross-Defendant); David Schiamberg (Cross-Defendant)                                                                                              |
| 09/07/2022 | Updated -- Demurrer - with Motion to Strike (CCP 430.10):<br>Filed By: David Schiamberg (Cross-Defendant), Marilyn Schiamberg (Cross-Defendant)<br>Result: Overruled<br>Result Date: 11/17/2022                            |
| 09/07/2022 | Updated -- Motion to Strike (not initial pleading):<br>Filed By: Marilyn Schiamberg (Cross-Defendant), David Schiamberg (Cross-Defendant)<br>Result: Granted in Part<br>Result Date: 11/17/2022                            |
| 09/07/2022 | Hearing on Demurrer - with Motion to Strike (CCP 430.10) scheduled for 10/27/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                  |
| 09/08/2022 | Demurrer - without Motion to Strike<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                                                                                            |
| 09/08/2022 | Declaration OF SKYLER WELLS IN SUPPORT OF CROSS-DEFENDANT DEMURRER ON FIRST AMENDED CROSS-COMPLAINT<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                            |
| 09/08/2022 | Updated -- Demurrer - without Motion to Strike:<br>Filed By: SKYLER WELLS (Cross-Defendant)<br>Result: Overruled<br>Result Date: 11/17/2022                                                                                |
| 09/09/2022 | Hearing on Demurrer - without Motion to Strike scheduled for 11/17/2022 at 08:30 AM in Stanley Mosk Courthouse at Department                                                                                               |

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

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Stanley Mosk Courthouse Department 36**

**CASE REGISTER**

**22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.**

| <b>Date</b> | <b>Action</b>                                                                                                                                                                                                                                                                             |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | 36                                                                                                                                                                                                                                                                                        |
| 09/26/2022  | Notice of Related Case<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                  |
| 09/26/2022  | Updated -- Notice of Related Case (Lowest case 22STCV04083 in D-53):<br>Filed By: JAY DYCKMAN (Defendant), CAMERON HOPKINS (Defendant)<br>Result: Reviewed - No Action Required<br>Name Extension: (Lowest case 22STCV04083 in D-53)<br>Result Date: 09/26/2022<br>As To Parties: removed |
| 10/04/2022  | Motion for Leave TO FILE SECOND AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                   |
| 10/04/2022  | Declaration OF SKYLER WELLS IN SUPPORT OF PLAINTIFF MOTION TO AMEND FIRST AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                         |
| 10/04/2022  | Updated -- Motion for Leave TO FILE SECOND AMENDED COMPLAINT:<br>Filed By: SKYLER WELLS (Plaintiff)<br>Result: Granted<br>Result Date: 11/17/2022                                                                                                                                         |
| 10/04/2022  | Updated -- Motion for Leave to Amend FIRST AMENDED COMPLAINT:<br>Name Extension changed from FIRST AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES; [PROPOSED] SECOND AMENDED COMPLAINT; DECLARATION OF JAMES C. DIEFENBACH to FIRST AMENDED COMPLAINT<br>As To Parties:          |
| 10/04/2022  | Updated -- Motion for Leave TO FILE SECOND AMENDED COMPLAINT:<br>Name Extension changed from FIRST AMENDED COMPLAINT to TO FILE SECOND AMENDED COMPLAINT<br>Document changed from Motion for Leave to Amend (name extension) to Motion for Leave (name extension)<br>As To Parties:       |
| 10/04/2022  | Hearing on Motion for Leave to Amend Motion for Leave to Amend First Amended Complaint scheduled for 11/17/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                   |
| 10/11/2022  | Case Management Statement<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                           |
| 10/12/2022  | Case Management Statement<br>Filed by: Marilyn Schiamberg (Cross-Defendant); David Schiamberg (Cross-Defendant)                                                                                                                                                                           |
| 10/14/2022  | Opposition to Cross-Defendants David and Marilyn Schiamberg's Motion to Strike Portions of the First Amended Cross-Complaint<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                                                                             |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                                            |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10/14/2022 | Opposition to Cross-Defendants David and Marilyn Schiamberg's Demurrer to First Amended Cross-Complaint<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                                                                                                          |
| 10/17/2022 | Case Management Conference scheduled for 11/17/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                       |
| 10/17/2022 | Minute Order (Case Management Conference)                                                                                                                                                                                                                                                         |
| 10/17/2022 | Case Management Conference scheduled for 10/17/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                       |
|            | Held - Continued was rescheduled to 11/17/2022 08:30 AM                                                                                                                                                                                                                                           |
| 10/18/2022 | Hearing on Demurrer - with Motion to Strike (CCP 430.10) scheduled for 11/17/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                         |
| 10/18/2022 | Minute Order (Court Order Re: Continuance)                                                                                                                                                                                                                                                        |
| 10/18/2022 | On the Court's own motion, Hearing on Demurrer - with Motion to Strike (CCP 430.10) scheduled for 10/27/2022 at 08:30 AM in Stanley Mosk Courthouse at Department 36 Not Held - Continued - Court's Motion was rescheduled to 11/17/2022 08:30 AM                                                 |
| 11/03/2022 | Opposition Cross-Complainant Cameron Hopkins' Opposition to Cross-Defendant Skyler Wells Demurrer to First Amended Cross-Complaint<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                                                                               |
| 11/03/2022 | Objection Cross-Complainant Cameron Hopkins' Evidentiary Objections to Declaration of Skyler Wells<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                                                                                                               |
| 11/03/2022 | Opposition Defendants Opposition to Plaintiff Motion to Amend First Amended Complaint<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                           |
| 11/03/2022 | Case Management Statement<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                       |
| 11/09/2022 | Reply Cross-Defendants David Schiamberg and Marilyn Schiambergs Reply to Opposition to Demurrer to the Second and Third Causes of Action in Cross-Complainant Cameron Hopkins First Amended Cross-Complaint<br>Filed by: Marilyn Schiamberg (Cross-Defendant); David Schiamberg (Cross-Defendant) |
| 11/09/2022 | Reply Cross-Defendants David Schiamberg and Marilyn Schiambergs Reply to Opposition to Motion Strike Portions of Cross-                                                                                                                                                                           |

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Stanley Mosk Courthouse Department 36**

**CASE REGISTER**

**22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.**

| <b>Date</b> | <b>Action</b>                                                                                                                                                                                                                                               |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | Complainant Cameron Hopkins First Amended Cross-Complaint<br>Filed by: Marilyn Schiamberg (Cross-Defendant); David Schiamberg<br>(Cross-Defendant)                                                                                                          |
| 11/09/2022  | Reply CROSS-DEFENDANT SKYLER WELLS REPLY TO CROSS-COMPLAINANT<br>CAMERON HOPKINS OPPOSITION TO CROSS-DEFENDANT SKYLER WELLS<br>DEMURRER TO FIRST AMENDED CROSS-COMPLAINT<br>Filed by: SKYLER WELLS (Cross-Defendant)                                        |
| 11/09/2022  | Reply PLAINTIFF SKYLER WELLS REPLY TO DEFENDANTS CAMERON HOPKINS<br>AND JAY DYCKMAN OPPOSITION TO PLAINTIFF SKYLER WELLS MOTION TO<br>AMEND FIRST AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                                   |
| 11/09/2022  | Reply PLAINTIFF SKYLER WELLS REPLY TO DEFENDANTS CAMERON HOPKINS<br>AND JAY DYCKMAN OPPOSITION TO PLAINTIFF SKYLER WELLS MOTION TO<br>AMEND FIRST AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Cross-Defendant)                                             |
| 11/16/2022  | Case Management Statement<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                             |
| 11/17/2022  | Minute Order (Hearing on Demurrer - without Motion to Strike;<br>Hearing on Mo...)                                                                                                                                                                          |
| 12/02/2022  | Case Management Conference scheduled for<br>01/30/2023 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                                                                                           |
| 12/02/2022  | Certificate of Mailing for Minute Order (Hearing on Demurrer -<br>without Motion to Strike; Hearing on Mo...)<br>Filed by: Clerk                                                                                                                            |
| 12/02/2022  | Hearing on Demurrer - without Motion to Strike scheduled for<br>11/17/2022 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36 updated:<br>Result Date to 11/17/2022<br>Result Type to Held - Motion Denied                                          |
| 12/02/2022  | Hearing on Motion for Leave to Amend Motion for Leave to Amend<br>First Amended Complaint scheduled for 11/17/2022 at 08:30 AM in<br>Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 11/17/2022<br>Result Type to Held - Motion Granted |
| 12/02/2022  | On the Court's own motion, Case Management Conference scheduled<br>for 11/17/2022 at 08:30 AM in Stanley Mosk Courthouse at<br>Department 36 Not Held - Continued - Court's Motion was<br>rescheduled to 01/30/2023 08:30 AM                                |
| 12/02/2022  | Hearing on Demurrer - with Motion to Strike (CCP 430.10)<br>scheduled for 11/17/2022 at 08:30 AM in Stanley Mosk Courthouse<br>at Department 36 updated:                                                                                                    |



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Stanley Mosk Courthouse Department 36**

**CASE REGISTER**

**22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.**

| <b>Date</b> | <b>Action</b>                                                                                                                                                                                                                                                                                                    |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | Result Date to 11/17/2022<br>Result Type to Held                                                                                                                                                                                                                                                                 |
| 12/07/2022  | Answer<br>Filed by: SKYLER WELLS (Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant)                                                                                                                                                                                                                 |
| 12/07/2022  | Amended Complaint Second Amended (2nd)<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                      |
| 12/14/2022  | Answer CROSS-DEFENDANTS DAVID SCHIAMBERG AND MARILYN SCHIAMBERG'S<br>ANSWER TO CROSS- COMPLAINANT CAMERON HOPKINS' FIRST AMENDED<br>CROSS-COMPLAINT DEMAND FOR JURY TRIAL<br>Filed by: Marilyn Schiamberg (Cross-Defendant); David Schiamberg<br>(Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant) |
| 01/10/2023  | Motion to Strike (not anti-SLAPP) - without Demurrer<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                           |
| 01/10/2023  | Request for Judicial Notice<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                    |
| 01/10/2023  | Memorandum of Points & Authorities<br>Filed by: JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                          |
| 01/10/2023  | Declaration of Artin Avetisove in Support of Motion to Strike<br>Portions of Second Amended Complaint<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                          |
| 01/10/2023  | Updated -- Motion to Strike (not anti-SLAPP) - without Demurrer:<br>Filed By: CAMERON HOPKINS (Defendant), JAY DYCKMAN (Defendant)<br>Result: Granted in Part<br>Result Date: 05/09/2023<br>As To Parties:                                                                                                       |
| 01/11/2023  | Hearing on Motion to Strike (not anti-SLAPP) - without Demurrer<br>scheduled for 04/25/2023 at 08:30 AM in Stanley Mosk Courthouse<br>at Department 36                                                                                                                                                           |
| 01/25/2023  | Case Management Statement<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                                  |
| 01/30/2023  | Notice of Posting of Jury Fees<br>Filed by: Marilyn Schiamberg (Cross-Defendant); David Schiamberg<br>(Cross-Defendant)                                                                                                                                                                                          |
| 01/30/2023  | Case Management Conference scheduled for<br>04/25/2023 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                                                                                                                                                |
| 01/30/2023  | Minute Order (Case Management Conference)                                                                                                                                                                                                                                                                        |

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

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Stanley Mosk Courthouse Department 36**

**CASE REGISTER**

**22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.**

| <b>Date</b> | <b>Action</b>                                                                                                                                                                                                                                            |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01/30/2023  | On the Court's own motion, Case Management Conference scheduled for 01/30/2023 at 08:30 AM in Stanley Mosk Courthouse at Department 36 Held - Continued was rescheduled to 04/25/2023 08:30 AM                                                           |
| 01/30/2023  | Minute Order (Court Order)                                                                                                                                                                                                                               |
| 01/30/2023  | The case is placed in special status of: Deemed Not Related                                                                                                                                                                                              |
| 04/11/2023  | Case Management Statement<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                          |
| 04/11/2023  | Opposition PLAINTIFF SKYLER WELLS OPPOSITION TO DEFENDANTS MOTION TO STRIKE PORTIONS OF PLAINTIFF SKYLER WELLS SECOND AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                                                            |
| 04/11/2023  | Declaration OF SKYLER WELLS IN SUPPORT OF PLAINTIFF SKYLER WELLS OPPOSITION TO DEFENDANTS MOTION TO STRIKE PORTIONS OF PLAINTIFF SKYLER WELLS SECOND AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                             |
| 04/11/2023  | Declaration OF JAMES C. DIEFENBACH IN SUPPORT OF PLAINTIFF SKYLER WELLS OPPOSITION TO DEFENDANTS MOTION TO STRIKE PORTIONS OF PLAINTIFF SKYLER WELLS SECOND AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                      |
| 04/18/2023  | Reply TO PLAINTIFFS OPPOSITION TO DEFENDANTS MOTION TO STRIKE PORTIONS OF PLAINTIFFS SECOND AMENDED COMPLAINT<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                          |
| 04/25/2023  | Case Management Conference scheduled for 05/09/2023 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                              |
| 04/25/2023  | Hearing on Motion to Strike (not anti-SLAPP) - without Demurrer scheduled for 05/09/2023 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                         |
| 04/25/2023  | Minute Order (Hearing on Motion to Strike (not anti-SLAPP) - without Demurr...)                                                                                                                                                                          |
| 04/25/2023  | On the Court's own motion, Hearing on Motion to Strike (not anti-SLAPP) - without Demurrer scheduled for 04/25/2023 at 08:30 AM in Stanley Mosk Courthouse at Department 36 Not Held - Continued - Court's Motion was rescheduled to 05/09/2023 08:30 AM |
| 04/25/2023  | On the Court's own motion, Case Management Conference scheduled for 04/25/2023 at 08:30 AM in Stanley Mosk Courthouse at Department 36 Not Held - Continued - Court's Motion was rescheduled to 05/09/2023 08:30 AM                                      |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date                                                    | Action                                                                                                                                                                                                                         |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 04/28/2023                                              | Reply PLAINTIFF SKYLER WELLS SUR REPLY IN OPPOSITION TO DEFENDANTS MOTION TO STRIKE PORTIONS OF PLAINTIFF SKYLER WELLS SECOND AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                          |
| 04/28/2023                                              | Notice of Continuance<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                    |
| 04/28/2023                                              | Case Management Statement<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                |
| 05/09/2023                                              | Case Management Conference scheduled for 07/10/2023 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                    |
| 05/09/2023                                              | Minute Order (Case Management Conference; Hearing on Motion to Strike (not ...))                                                                                                                                               |
| 05/09/2023                                              | Certificate of Mailing for (Case Management Conference; Hearing on Motion to Strike (not ...) of 05/09/2023<br>Filed by: Clerk                                                                                                 |
| 05/09/2023                                              | Case Management Conference scheduled for 05/09/2023 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                    |
| Held - Continued was rescheduled to 07/10/2023 08:30 AM |                                                                                                                                                                                                                                |
| 05/09/2023                                              | Hearing on Motion to Strike (not anti-SLAPP) - without Demurrer scheduled for 05/09/2023 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 05/09/2023<br>Result Type to Held - Motion Granted |
| 06/09/2023                                              | Amended Complaint (3rd)<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                   |
| 06/26/2023                                              | Case Management Statement<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                |
| 07/10/2023                                              | Case Management Conference scheduled for 11/28/2023 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                    |
| 07/10/2023                                              | Minute Order (Case Management Conference)                                                                                                                                                                                      |
| 07/10/2023                                              | Case Management Conference scheduled for 07/10/2023 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                    |

Held - Continued was rescheduled to 11/28/2023 08:30 AM

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                   |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 07/11/2023 | Declaration of Demurring Party in Support of Automatic Extension<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                       |
| 07/17/2023 | Notice OF CONTINUANCE OF CASE MANAGEMENT CONFERENCE<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                 |
| 08/10/2023 | Demurrer - with Motion to Strike (CCP 430.10)<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                          |
| 08/10/2023 | Updated -- Motion to Strike (not initial pleading) (MOOT):<br>Filed By: CAMERON HOPKINS (Defendant), JAY DYCKMAN (Defendant)<br>Result: Off Calendar<br>Name Extension: (MOOT)<br>Result Date: 11/28/2023                |
| 08/10/2023 | Updated -- Demurrer - with Motion to Strike (CCP 430.10):<br>Filed By: JAY DYCKMAN (Defendant), CAMERON HOPKINS (Defendant)<br>Result: Sustained<br>Result Date: 11/28/2023                                              |
| 08/10/2023 | Motion to Strike (not initial pleading)<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                |
| 08/10/2023 | Memorandum of Points & Authorities<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                     |
| 08/11/2023 | Hearing on Demurrer - with Motion to Strike (CCP 430.10)<br>scheduled for 11/28/2023 at 08:30 AM in Stanley Mosk Courthouse<br>at Department 36                                                                          |
| 08/14/2023 | Memorandum of Points & Authorities<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                     |
| 11/13/2023 | Opposition PLAINTIFF SKYLER WELLS OPPOSITION TO DEFENDANTS<br>DEMURRER TO PLAINTIFF SKYLER WELLS THIRD AMENDED COMPLAINT;<br>MEMORANDUM OF POINTS AND AUTHORITIES<br>Filed by: SKYLER WELLS (Plaintiff)                  |
| 11/13/2023 | Declaration OF JAMES C. DIEFENBACH IN SUPPORT OF PLAINTIFF SKYLER<br>WELLS OPPOSITION TO DEFENDANTS DEMURRER TO PLAINTIFF SKYLER WELLS<br>THIRD AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                  |
| 11/13/2023 | Opposition PLAINTIFF SKYLER WELLS OPPOSITION TO DEFENDANTS MOTION<br>TO STRIKE PORTIONS OF PLAINTIFF SKYLER WELLS THIRD AMENDED<br>COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES<br>Filed by: SKYLER WELLS (Plaintiff) |
| 11/13/2023 | Declaration OF JAMES C. DIEFENBACH IN SUPPORT OF PLAINTIFF SKYLER<br>WELLS OPPOSITION TO DEFENDANTS MOTION TO STRIKE PORTIONS OF<br>PLAINTIFF SKYLER WELLS THIRD AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff) |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date                                                    | Action                                                                                                                                                                                                                 |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11/17/2023                                              | Case Management Statement<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                        |
| 11/20/2023                                              | Reply Defendants' Reply to Plaintiff's Opposition to Demurrer to Plaintiff's Third Amended Complaint<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                 |
| 11/20/2023                                              | Declaration Declaration of Artin Avetisove in Support of Demurrer and Motion to Strike Reply<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                         |
| 11/20/2023                                              | Reply Defendants' Reply to Plaintiff's Opposition to Motion to Strike Portions of Plaintiff's Third Amended Complaint<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                |
| 11/28/2023                                              | Case Management Conference scheduled for 02/26/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                            |
| 11/28/2023                                              | Minute Order (Hearing on Demurrer - with Motion to Strike (CCP 430.10); Cas...)                                                                                                                                        |
| 11/28/2023                                              | Certificate of Mailing for (Hearing on Demurrer - with Motion to Strike (CCP 430.10); Cas...) of 11/28/2023<br>Filed by: Clerk                                                                                         |
| 11/28/2023                                              | Hearing on Demurrer - with Motion to Strike (CCP 430.10) scheduled for 11/28/2023 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 11/28/2023<br>Result Type to Held - Motion Denied |
| 11/28/2023                                              | Case Management Conference scheduled for 11/28/2023 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                            |
| Held - Continued was rescheduled to 02/26/2024 08:30 AM |                                                                                                                                                                                                                        |
| 12/26/2023                                              | Amended Complaint (4th)<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                           |
| 01/22/2024                                              | Motion for Leave to Amend FOURTH AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH; [PROPOSED] FIFTH AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                 |
| 01/22/2024                                              | Proof of Service (not Summons and Complaint)<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant)                                                                                               |
| 01/22/2024                                              | Declaration OF SKYLER WELLS IN SUPPORT OF PLAINTIFF MOTION TO AMEND FOURTH AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                     |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                                  |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01/22/2024 | Updated -- Motion for Leave to Amend FOURTH AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH; [PROPOSED] FIFTH AMENDED COMPLAINT:<br>Filed By: SKYLER WELLS (Plaintiff)<br>Result: Denied<br>Result Date: 04/09/2024                         |
| 01/24/2024 | Hearing on Motion for Leave to Amend Motion for Leave to Amend Fourth Amended Complaint scheduled for<br>04/09/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                             |
| 01/24/2024 | Hearing on Motion for Leave to Amend Motion for Leave to Amend Fourth Amended Complaint scheduled for 02/13/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                |
| 01/24/2024 | Pursuant to the request of moving party,<br>Hearing on Motion for Leave to Amend Motion for Leave to Amend Fourth Amended Complaint scheduled for 02/13/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                    |
|            | Not Held - Rescheduled by Party was rescheduled to<br>04/09/2024 08:30 AM                                                                                                                                                                                                               |
| 01/26/2024 | Motion for Leave to Amend AMENDED MOTION TO AMEND FOURTH AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH; [PROPOSED] FIFTH AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                                          |
| 01/26/2024 | Declaration OF SKYLER WELLS IN SUPPORT OF PLAINTIFF AMENDED MOTION TO AMEND FOURTH AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                              |
| 01/26/2024 | Updated -- Motion for Leave to Amend AMENDED MOTION TO AMEND FOURTH AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH; [PROPOSED] FIFTH AMENDED COMPLAINT:<br>Filed By: SKYLER WELLS (Plaintiff)<br>Result: Denied<br>Result Date: 04/09/2024 |
| 02/26/2024 | Order to Show Cause Re: why Monetary Sanctions Should not be Imposed Against Plaintiff for Failure to Appear scheduled for<br>04/09/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                        |
| 02/26/2024 | Case Management Conference scheduled for<br>04/09/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                          |
| 02/26/2024 | Minute Order (Case Management Conference)                                                                                                                                                                                                                                               |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                       |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 02/26/2024 | Case Management Conference scheduled for 02/26/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                  |
|            | Held - Continued was rescheduled to 04/09/2024 08:30 AM                                                                                                                                                      |
| 03/26/2024 | Opposition to Plaintiff Skyler Wells' Motion to Amend Fourth Amended Complaint<br>Filed by: CAMERON HOPKINS (Defendant)                                                                                      |
| 03/26/2024 | Declaration of Jeffrey Tsao In Support of Defendants' Opposition to Plaintiff's Motion to Amend<br>Filed by: CAMERON HOPKINS (Defendant)                                                                     |
| 04/02/2024 | Reply PLAINTIFF SKYLER WELLS REPLY TO DEFENDANTS CAMERON HOPKINS AND JAY DYCKMAN OPPOSITION TO PLAINTIFF SKYLER WELLS AMENDED MOTION TO AMEND FOURTH AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff) |
| 04/02/2024 | Notice of Continued Case Management Conference and Order to Show Cause Hearing<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                          |
| 04/02/2024 | Proof of Service (not Summons and Complaint)<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                                                            |
| 04/03/2024 | Declaration BY JAMES C. DIEFENBACH REGARDING ORDER TO SHOW CAUSE FOR WHY SANCTIONS SHOULD NOT BE IMPOSED FOR FAILURE TO APPEAR<br>Filed by: SKYLER WELLS (Plaintiff)                                         |
| 04/03/2024 | Proof of Service (not Summons and Complaint)<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                           |
| 04/04/2024 | Case Management Statement<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                              |
| 04/09/2024 | Final Status Conference scheduled for 10/16/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                     |
| 04/09/2024 | Jury Trial scheduled for 10/25/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                  |
| 04/09/2024 | Minute Order (Hearing on Motion for Leave to Amend Motion for Leave to Amen...)                                                                                                                              |
| 04/09/2024 | Certificate of Mailing for (Hearing on Motion for Leave to Amend Motion for Leave to Amen...) of 04/09/2024<br>Filed by: Clerk                                                                               |
| 04/09/2024 | Hearing on Motion for Leave to Amend Motion for Leave to Amend                                                                                                                                               |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                     |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | Fourth Amended Complaint (5746) scheduled for 04/09/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 04/09/2024<br>Result Type to Held - Motion Denied                                                              |
| 04/09/2024 | Order to Show Cause Re: why Monetary Sanctions Should not be Imposed Against Plaintiff for Failure to Appear scheduled for 04/09/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 04/09/2024<br>Result Type to Held |
| 04/09/2024 | Case Management Conference scheduled for 04/09/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 04/09/2024<br>Result Type to Held                                                                                   |
| 04/17/2024 | Hearing on Motion for Leave MOTION FOR LEAVE TO AMEND FOURTH AMENDED COMPLAINT scheduled for 06/04/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                            |
|            | Not Held - Vacated by Court on 04/17/2024                                                                                                                                                                                                                  |
| 04/23/2024 | Proof of Service (not Summons and Complaint)<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                          |
| 04/24/2024 | Declaration OF JEFFREY TSAO PURSUANT TO CCP SECTION 430.41<br>Filed by: CAMERON HOPKINS (Defendant)                                                                                                                                                        |
| 04/24/2024 | Motion for Leave to Amend FOURTH AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                         |
| 04/24/2024 | Proof of Service (not Summons and Complaint)<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                          |
| 04/24/2024 | Declaration OF WILLESHEA POLLARD<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                     |
| 04/24/2024 | Declaration OF SKYLER WELLS IN SUPPORT OF PLAINTIFF MOTION FOR LEAVE TO AMEND FOURTH AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                               |
| 04/24/2024 | Updated -- Motion for Leave to Amend FOURTH AMENDED COMPLAINT: Name Extension changed from FOURTH AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH to FOURTH AMENDED COMPLAINT                                  |
| 04/24/2024 | Updated -- Motion for Leave to Amend FOURTH AMENDED COMPLAINT: Filed By: SKYLER WELLS (Plaintiff)<br>Result: Denied                                                                                                                                        |



SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                                                                          |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | Result Date: 06/04/2024                                                                                                                                                                                                                                                                                                         |
| 04/24/2024 | Updated -- Motion for Leave to Amend FOURTH AMENDED COMPLAINT (CRS# 6249):<br>Name Extension changed from FOURTH AMENDED COMPLAINT to FOURTH AMENDED COMPLAINT (CRS# 6249)                                                                                                                                                      |
| 04/24/2024 | Hearing on Motion for Leave to Amend Motion for Leave to Amend Fourth Amended Complaint scheduled for 06/04/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                        |
|            | Not Held - Vacated by Court on 04/24/2024                                                                                                                                                                                                                                                                                       |
| 04/24/2024 | Hearing on Motion for Leave to Amend PLAINTIFF SKYLER WELLS NOTICE OF MOTION; MOTION FOR LEAVE TO AMEND FOURTH AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH; [PROPOSED] FIFTH AMENDED COMPLAINT scheduled for 06/04/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36 |
| 04/29/2024 | Stipulation and Order JOINT STIPULATION TO CONTINUE TRIAL AND ALL RELATED DATES<br>Signed and Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                 |
| 04/29/2024 | Updated -- Stipulation and Order JOINT STIPULATION TO CONTINUE TRIAL AND ALL RELATED DATES:<br>Filed By: SKYLER WELLS (Plaintiff)<br>Result: Granted<br>Result Date: 04/29/2024                                                                                                                                                 |
| 04/29/2024 | Pursuant to written stipulation,<br>Final Status Conference scheduled for 10/16/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                    |
|            | Not Held - Continued - Stipulation was rescheduled to 01/10/2025 08:30 AM                                                                                                                                                                                                                                                       |
| 04/29/2024 | Pursuant to written stipulation,<br>Final Status Conference scheduled for 01/10/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                    |
|            | Not Held - Continued - Stipulation was rescheduled to 01/03/2025 08:30 AM                                                                                                                                                                                                                                                       |
| 04/29/2024 | Pursuant to written stipulation,<br>Jury Trial scheduled for 10/25/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                                 |

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | Not Held - Continued - Stipulation was rescheduled to 01/10/2025 08:30 AM                                                                                                                                                                                                                                                                                                                                           |
| 05/21/2024 | Opposition Defendant Cameron Hopkins and Jay Dyckman's Opposition to Plaintiff Skyler Wells' Second Motion to Leave to Amend Fourth Amended Complaint<br>Filed by: CAMERON HOPKINS (Defendant)                                                                                                                                                                                                                      |
| 05/30/2024 | Reply PLAINTIFF SKYLER WELLS REPLY IN SUPPORT OF MOTION FOR LEAVE TO AMEND FOURTH AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                                                           |
| 05/30/2024 | Proof of Service (not Summons and Complaint)<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                                                                                                                  |
| 05/30/2024 | Declaration SUPPLEMENTAL DECLARATION OF JAMES C. DIEFENBACH IN SUPPORT OF PLAINTIFF SKYLER WELLS REPLY IN SUPPORT OF MOTION FOR LEAVE TO AMEND FOURTH AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                       |
| 06/04/2024 | Minute Order (Hearing on Motion for Leave to Amend PLAINTIFF SKYLER WELLS N...)                                                                                                                                                                                                                                                                                                                                     |
| 06/04/2024 | Certificate of Mailing for (Hearing on Motion for Leave to Amend PLAINTIFF SKYLER WELLS N...) of 06/04/2024<br>Filed by: Clerk                                                                                                                                                                                                                                                                                      |
| 06/04/2024 | Hearing on Motion for Leave to Amend PLAINTIFF SKYLER WELLS NOTICE OF MOTION; MOTION FOR LEAVE TO AMEND FOURTH AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH; [PROPOSED] FIFTH AMENDED COMPLAINT (6249) scheduled for 06/04/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 06/04/2024<br>Result Type to Held - Motion Denied |
| 06/18/2024 | Declaration Declaration of Jeffrey Tsao Pursuant to CCP Section 430.41<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                                                            |
| 07/18/2024 | Demurrer - with Motion to Strike (CCP 430.10)<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                                                                                     |
| 07/18/2024 | Declaration of Jeffrey Tsao in Support of Demurrer to Fourth Amended Complaint<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                                                    |
| 07/18/2024 | Memorandum of Points & Authorities<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                                                                                                |
| 07/18/2024 | Proof of Service (not Summons and Complaint)<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                                                   |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                                                      |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 07/18/2024 | Notice of Motion AND MOTION TO STRIKE PORTIONS OF THE FOURTH AMENDED COMPLAINT<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                            |
| 07/18/2024 | Proof of Service (not Summons and Complaint)<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                                                                                                                                                           |
| 07/18/2024 | Declaration of Jeffrey Tsao in Support of Motion to Strike Portions of Fourth Amended Complaint<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                           |
| 07/18/2024 | Memorandum of Points & Authorities<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                        |
| 07/18/2024 | Updated -- Demurrer - with Motion to Strike (CCP 430.10):<br>Filed By: JAY DYCKMAN (Defendant), CAMERON HOPKINS (Defendant)<br>Result: Sustained without Leave to Amend<br>Result Date: 09/03/2024                                                                                                          |
| 07/25/2024 | Hearing on Demurrer - with Motion to Strike (CCP 430.10) scheduled for 08/13/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                   |
| 07/31/2024 | Hearing on Demurrer - with Motion to Strike (CCP 430.10) scheduled for<br>09/03/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                |
| 07/31/2024 | Amended Demurrer - with Motion to Strike (CCP 430.10) and Motion to Strike Portions of the Fourth Amended Complaint<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                       |
| 07/31/2024 | Updated -- Amended Demurrer - with Motion to Strike (CCP 430.10) and Motion to Strike Portions of the Fourth Amended Complaint:<br>Name Extension: and Motion to Strike Portions of the Fourth Amended Complaint<br>Document changed from Notice of Motion to Demurrer - with Motion to Strike (CCP 430.10) |
| 07/31/2024 | Updated -- Amended Demurrer - with Motion to Strike (CCP 430.10) and Motion to Strike Portions of the Fourth Amended Complaint:<br>Filed By: CAMERON HOPKINS (Defendant), JAY DYCKMAN (Defendant)<br>Result: Sustained without Leave to Amend<br>Result Date: 09/03/2024                                    |
| 07/31/2024 | Pursuant to the request of moving party,<br>Hearing on Demurrer - with Motion to Strike (CCP 430.10) (0326) scheduled for 08/13/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                |

Not Held - Rescheduled by Party was rescheduled to

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                               |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | 09/03/2024 08:30 AM                                                                                                                                                                                                                  |
| 08/16/2024 | Updated -- Notice of Rejection of Electronic Filing:<br>Status Date changed from 08/09/2024 to 08/16/2024<br>Status changed from Issued to Filed                                                                                     |
| 08/21/2024 | Opposition TO DEFENDANTS DEMURRER TO PLAINTIFF SKYLER WELLS<br>FOURTH AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES<br>Filed by: SKYLER WELLS (Plaintiff)                                                                  |
| 08/21/2024 | Declaration OF SKYLER WELLS IN SUPPORT OF PLAINTIFF SKYLER WELLS<br>OPPOSITION TO DEFENDANTS DEMURRER TO PLAINTIFF SKYLER WELLS<br>FOURTH AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                                    |
| 08/21/2024 | Opposition TO DEFENDANTS MOTION TO STRIKE PORTIONS OF PLAINTIFF<br>SKYLER WELLS FOURTH AMENDED COMPLAINT; MEMORANDUM OF POINTS AND<br>AUTHORITIES<br>Filed by: SKYLER WELLS (Plaintiff)                                              |
| 08/21/2024 | Declaration OF SKYLER WELLS IN SUPPORT OF PLAINTIFF SKYLER WELLS<br>OPPOSITION TO DEFENDANTS MOTION TO STRIKE PORTIONS OF PLAINTIFF<br>SKYLER WELLS FOURTH AMENDED COMPLAINT<br>Filed by: SKYLER WELLS (Plaintiff)                   |
| 08/26/2024 | Reply DEFENDANTS REPLY TO OPPOSITION TO MOTION TO STRIKE PORTIONS<br>OF THE FOURTH AMENDED COMPLAINT<br>Filed by: CAMERON HOPKINS (Defendant)                                                                                        |
| 08/26/2024 | Reply TO PLAINTIFFS OPPOSITION TO THE DEMURRER TO THE FOURTH<br>AMENDED COMPLAINT<br>Filed by: CAMERON HOPKINS (Defendant)                                                                                                           |
| 09/03/2024 | On the Amended Complaint (4th) filed by SKYLER WELLS on<br>12/26/2023, entered Order for Dismissal with prejudice, causes<br>Three- Negligent Infliction of Emotional Distress                                                       |
| 09/03/2024 | Minute Order (Hearing on Demurrer - with Motion to Strike (CCP<br>430.10) (0326))                                                                                                                                                    |
| 09/03/2024 | Certificate of Mailing for (Hearing on Demurrer - with Motion to<br>Strike (CCP 430.10) (0326)) of 09/03/2024<br>Filed by: Clerk                                                                                                     |
| 09/03/2024 | Order to Show Cause re: Payment of Waived Fees<br>by:                                                                                                                                                                                |
| 09/03/2024 | Hearing on Demurrer - with Motion to Strike (CCP 430.10) (0326)<br>scheduled for 09/03/2024 at 08:30 AM in Stanley Mosk Courthouse<br>at Department 36 updated:<br>Result Date to 09/03/2024<br>Result Type to Held - Motion Granted |

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                                                                                                                                               |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 09/05/2024 | Conference -Meet and Confer scheduled for<br>09/24/2024 at 10:00 AM in Stanley Mosk Courthouse at Department<br>36                                                                                                                                                                                                                                                                                   |
| 09/17/2024 | Proof of Service (not Summons and Complaint)<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                                    |
| 09/19/2024 | Ex Parte Application PLAINTIFF SKYLER WELLS EX PARTE NOTICE OF<br>APPLICATION AND APPLICATION TO CONTINUE TRIAL PURSUANT TO JOINT<br>STIPULATION; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT<br>THEREOF; DECLARATION OF JAMES C. DIEFENBACH<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                |
| 09/19/2024 | Proof of Service (not Summons and Complaint)<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                                    |
| 09/19/2024 | Hearing on Ex Parte Application TO CONTINUE TRIAL PURSUANT TO<br>JOINT STIPULATION scheduled for<br>09/20/2024 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                                                                                                                                                                            |
| 09/19/2024 | Hearing on Ex Parte Application TO CONTINUE TRIAL PURSUANT TO<br>JOINT STIPULATION scheduled for<br>09/23/2024 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                                                                                                                                                                            |
| 09/19/2024 | Joint Status Conference Report<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                                                                                                                 |
| 09/19/2024 | Proof of Service (not Summons and Complaint)<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                                                                                                   |
| 09/19/2024 | Updated -- Ex Parte Application TO CONTINUE TRIAL PURSUANT TO<br>JOINT STIPULATION:<br>Name Extension changed from PLAINTIFF SKYLER WELLS EX PARTE<br>NOTICE OF APPLICATION AND APPLICATION TO CONTINUE TRIAL PURSUANT<br>TO JOINT STIPULATION; MEMORANDUM OF POINTS AND AUTHORITIES IN<br>SUPPORT THEREOF; DECLARATION OF JAMES C. DIEFENBACH to TO<br>CONTINUE TRIAL PURSUANT TO JOINT STIPULATION |
| 09/19/2024 | Updated -- Ex Parte Application TO CONTINUE TRIAL PURSUANT TO<br>JOINT STIPULATION:<br>Filed By: SKYLER WELLS (Plaintiff)<br>Result: Denied<br>Result Date: 09/23/2024                                                                                                                                                                                                                               |
| 09/19/2024 | Minute Order (Court Order Re Plaintiff's Ex Parte Application to<br>Continue T...)                                                                                                                                                                                                                                                                                                                   |
| 09/19/2024 | Certificate of Mailing for (Court Order Re Plaintiff's Ex Parte                                                                                                                                                                                                                                                                                                                                      |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                              |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | Application to Continue T...) of 09/19/2024<br>Filed by: Clerk                                                                                                                                                                                      |
| 09/19/2024 | On the Court's own motion,<br>Hearing on Ex Parte Application TO CONTINUE TRIAL PURSUANT TO<br>JOINT STIPULATION scheduled for 09/20/2024 at 08:30 AM in Stanley<br>Mosk Courthouse at Department 36                                                |
|            | Not Held - Advanced and Continued - by Court was<br>rescheduled to 09/23/2024 08:30 AM                                                                                                                                                              |
| 09/23/2024 | Minute Order (Hearing on Ex Parte Application TO CONTINUE TRIAL<br>PURSUANT TO...)                                                                                                                                                                  |
| 09/24/2024 | Conference -Meet and Confer scheduled for<br>11/18/2024 at 10:00 AM in Stanley Mosk Courthouse at Department<br>36                                                                                                                                  |
| 09/24/2024 | Minute Order (Conference -Meet and Confer)                                                                                                                                                                                                          |
| 09/24/2024 | Hearing on Ex Parte Application TO CONTINUE TRIAL PURSUANT TO<br>JOINT STIPULATION scheduled for 09/23/2024 at 08:30 AM in Stanley<br>Mosk Courthouse at Department 36 updated:<br>Result Date to 09/23/2024<br>Result Type to Held - Motion Denied |
| 09/24/2024 | On the Court's own motion,<br>Conference -Meet and Confer scheduled for 09/24/2024 at 10:00 AM<br>in Stanley Mosk Courthouse at Department 36                                                                                                       |
|            | Not Held - Continued - Court's Motion was rescheduled to<br>11/18/2024 10:00 AM                                                                                                                                                                     |
| 09/30/2024 | Notice of Continuance<br>Filed by: CAMERON HOPKINS (Defendant)                                                                                                                                                                                      |
| 09/30/2024 | Motion for Summary Adjudication<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                                                                                                                         |
| 09/30/2024 | Declaration OF SKYLER WELLS IN SUPPORT OF CROSS-DEFENDANT SKYLER<br>WELLS MOTION FOR SUMMARY ADJUDICATION OF ISSUES<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                                     |
| 09/30/2024 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant); Marilyn Schiamberg<br>(Cross-Defendant); David Schiamberg (Cross-Defendant)<br>Service Cost Waived: No                         |
| 09/30/2024 | Notice COMPENDIUM OF EXHIBITS IN SUPPORT OF CROSS-DEFENDANT<br>SKYLER WELLS MOTION FOR SUMMARY ADJUDICATION OF ISSUES                                                                                                                               |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                                                                                                                                    |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | Filed by: SKYLER WELLS (Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant)                                                                                                                                                                                                                                                                                                    |
| 09/30/2024 | Request for Judicial Notice<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                                                                                                                                                                                                                                                                   |
| 09/30/2024 | Separate Statement<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                                                                                                                                                                                                                                                                            |
| 09/30/2024 | Notice of Ruling<br>Filed by: CAMERON HOPKINS (Defendant)                                                                                                                                                                                                                                                                                                                                 |
| 09/30/2024 | Updated -- Motion for Summary Adjudication:<br>Filed By: SKYLER WELLS (Cross-Defendant)<br>Result: Denied<br>Result Date: 01/30/2025                                                                                                                                                                                                                                                      |
| 09/30/2024 | Hearing on Motion for Summary Adjudication scheduled for<br>01/23/2025 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                                                                                                                                                                                                         |
| 10/07/2024 | Proof of Service by Mail<br>Filed by: SKYLER WELLS (Cross-Defendant)<br>After Substituted Service of Summons and Complaint ?: No                                                                                                                                                                                                                                                          |
| 10/07/2024 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant)<br>Service Cost: 250.00<br>Service Date: 09/27/2024<br>Service Cost Waived: No                                                                                                                                                                                        |
| 10/09/2024 | Consent to Electronic Service and Notice of Electronic Service<br>Address<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                               |
| 11/06/2024 | Ex Parte Application CROSS-DEFENDANT SKYLER WELLS NOTICE OF EX<br>PARTE APPLICATION AND EX PARTE APPLICATION TO SPECIALLY SET THE<br>HEARING DATE ON CROSS-DEFENDANTS MOTION FOR SUMMARY ADJUDICATION<br>WITHIN 30 DAYS OF THE TRIAL DATE OR CONTINUE THE TRIAL DATE;<br>MEMORANDUM OF POINTS A<br>Filed by: SKYLER WELLS (Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant) |
| 11/06/2024 | Declaration in Support of Ex Parte Application<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                                                                                                                                                                                                                                                |
| 11/06/2024 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant); Marilyn Schiamberg<br>(Cross-Defendant); David Schiamberg (Cross-Defendant)<br>Service Cost Waived: No                                                                                                                                                               |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11/06/2024 | Hearing on Ex Parte Application TO SPECIALLY SET THE HEARING DATE ON CROSS-DEFENDANTS MOTION FOR SUMMARY ADJUDICATION WITHIN 30 DAYS OF THE TRIAL DATE OR CONTINUE THE TRIAL DATE scheduled for 11/07/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                                                                                                                                                                                                    |
| 11/06/2024 | Updated -- Ex Parte Application to Specially Set the Hearing Date on Cross-Defendants Motion for Summary Adjudication within 30 Days of the Trial Date of Continue the Trial Date:<br>Name Extension changed from CROSS-DEFENDANT SKYLER WELLS NOTICE OF EX PARTE APPLICATION AND EX PARTE APPLICATION TO SPECIALLY SET THE HEARING DATE ON CROSS-DEFENDANTS MOTION FOR SUMMARY ADJUDICATION WITHIN 30 DAYS OF THE TRIAL DATE OR CONTINUE THE TRIAL DATE; MEMORANDUM OF POINTS A to to Specially Set the Hearing Date on Cross-Defendants Motion for Summary Adjudication within 30 Days of the Trial Date of Continue the Trial Date |
| 11/06/2024 | Updated -- Ex Parte Application to Specially Set the Hearing Date on Cross-Defendants Motion for Summary Adjudication within 30 Days of the Trial Date of Continue the Trial Date:<br>Filed By: SKYLER WELLS (Cross-Defendant)<br>Result: Denied<br>Result Date: 11/13/2024                                                                                                                                                                                                                                                                                                                                                           |
| 11/07/2024 | Hearing on Ex Parte Application to Specially Set he Hearing Date on Cross-Defendants Motion for Summary Adjudication within 30 Days of the Trial Date or Continue the Trial Date scheduled for 11/13/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                                                                                                                                                                                                     |
| 11/07/2024 | Minute Order (Hearing on Ex Parte Application to Specially Set he Hearing D...)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 11/07/2024 | On the Court's own motion,<br>Hearing on Ex Parte Application to Specially Set he Hearing Date on Cross-Defendants Motion for Summary Adjudication within 30 Days of the Trial Date or Continue the Trial Date scheduled for 11/07/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                                                                                                                                                                       |
|            | Not Held - Continued - Court's Motion was rescheduled to 11/13/2024 08:30 AM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11/12/2024 | Motion to Compel Deposition of Plaintiff<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 11/12/2024 | Proof of Service (not Summons and Complaint)<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date                                                    | Action                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11/12/2024                                              | Memorandum of Points & Authorities<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                            |
| 11/12/2024                                              | Request for Judicial Notice<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                                   |
| 11/12/2024                                              | Declaration of Artin Avetisove in Support of Defendants' Motion to Compel Deposition of Plaintiff<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                             |
| 11/12/2024                                              | Updated -- Motion to Compel Deposition of Plaintiff:<br>Filed By: CAMERON HOPKINS (Defendant), JAY DYCKMAN (Defendant)<br>Result: Off Calendar<br>Result Date: 01/29/2025                                                                                                                                                                       |
| 11/13/2024                                              | Minute Order (Hearing on Ex Parte Application to Specially Set the Hearing D...)                                                                                                                                                                                                                                                                |
| 11/14/2024                                              | Hearing on Ex Parte Application to Specially Set the Hearing Date on Cross-Defendants Motion for Summary Adjudication within 30 Days of the Trial Date or Continue the Trial Date scheduled for 11/13/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 11/13/2024<br>Result Type to Held - Motion Denied |
| 11/14/2024                                              | Final Status Conference scheduled for 01/03/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                                                                        |
| Held - Continued was rescheduled to 03/19/2025 08:30 AM |                                                                                                                                                                                                                                                                                                                                                 |
| 11/14/2024                                              | Jury Trial scheduled for 01/10/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                                                                                     |
| Held - Continued was rescheduled to 03/28/2025 08:30 AM |                                                                                                                                                                                                                                                                                                                                                 |
| 11/15/2024                                              | Hearing on Motion to Compel Motion to Compel Plaintiff's Deposition scheduled for 12/17/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                            |
| 11/15/2024                                              | Conference -Meet and Confer scheduled for 11/18/2024 at 10:00 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                                                                    |
| Not Held - Vacated by Court on 11/15/2024               |                                                                                                                                                                                                                                                                                                                                                 |
| 12/02/2024                                              | Request for Dismissal<br>Filed by: CAMERON HOPKINS (Cross-Complainant)<br>As to: SKYLER WELLS (Cross-Defendant); Marilyn Schiamberg (Cross-Defendant); David Schiamberg (Cross-Defendant)                                                                                                                                                       |
| 12/02/2024                                              | Updated -- Request for Dismissal:                                                                                                                                                                                                                                                                                                               |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                                                                                                                              |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | Filed By: CAMERON HOPKINS (Cross-Complainant)<br>Result: Granted<br>Result Date: 12/03/2024                                                                                                                                                                                                                                                                                         |
| 12/03/2024 | Hearing on Motion to Compel Motion to Compel Plaintiff's Deposition scheduled for 01/16/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                                                                |
| 12/03/2024 | On the Amended Cross-Complaint (1st) filed by CAMERON HOPKINS on 08/01/2022, entered Request for Dismissal with prejudice filed by CAMERON HOPKINS as to Marilyn Schiamberg and David Schiamberg                                                                                                                                                                                    |
| 12/03/2024 | Ex Parte Application PLAINTIFF SKYLER WELLS EX PARTE NOTICE OF APPLICATION AND APPLICATION TO CONTINUE HEARING ON MOTION TO COMPEL DEPOSITION OR IN THE ALTERNATIVE TO SHORTEN NOTICE PERIOD FOR MOTION FOR SANCTIONS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant)                          |
| 12/03/2024 | Proof of Service (not Summons and Complaint)<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant)                                                                                                                                                                                                                                                            |
| 12/03/2024 | Declaration in Support of Ex Parte Application<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                                                                                |
| 12/03/2024 | Declaration in Support of Ex Parte Application<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                                                                                |
| 12/03/2024 | Hearing on Ex Parte Application TO CONTINUE HEARING ON MOTION TO COMPEL DEPOSITION OR IN THE ALTERNATIVE TO SHORTEN NOTICE PERIOD FOR MOTION FOR SANCTIONS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF scheduled for 12/04/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                |
| 12/03/2024 | Updated -- Ex Parte Application PLAINTIFF SKYLER WELLS EX PARTE NOTICE OF APPLICATION AND APPLICATION TO CONTINUE HEARING ON MOTION TO COMPEL DEPOSITION OR IN THE ALTERNATIVE TO SHORTEN NOTICE PERIOD FOR MOTION FOR SANCTIONS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF:<br>Filed By: SKYLER WELLS (Plaintiff)<br>Result: Off Calendar<br>Result Date: 12/03/2024 |
| 12/03/2024 | Hearing on Ex Parte Application TO CONTINUE HEARING ON MOTION TO COMPEL DEPOSITION OR IN THE ALTERNATIVE TO SHORTEN NOTICE PERIOD FOR MOTION FOR SANCTIONS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF scheduled for 12/04/2024 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                        |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | Not Held - Vacated by Court on 12/03/2024                                                                                                                                                                     |
| 12/03/2024 | Order to Show Cause re: Payment of Waived Fees by:                                                                                                                                                            |
| 12/03/2024 | ERROR with ROA message definition 129 with DismissalParty:3620660 resulted in empty message                                                                                                                   |
| 12/03/2024 | Pursuant to the request of moving party,<br>Hearing on Motion to Compel Motion to Compel Plaintiff's<br>Deposition (7943) scheduled for 12/17/2024 at 08:30 AM in Stanley<br>Mosk Courthouse at Department 36 |
|            | Not Held - Rescheduled by Party was rescheduled to<br>01/16/2025 08:30 AM                                                                                                                                     |
| 12/06/2024 | Hearing on Motion for Sanctions CRS#2859 scheduled for<br>02/13/2025 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                               |
| 12/06/2024 | Hearing on Motion for Sanctions scheduled for 02/13/2025 at 08:30<br>AM in Stanley Mosk Courthouse at Department 36                                                                                           |
|            | Not Held - Vacated by Court on 12/06/2024                                                                                                                                                                     |
| 12/10/2024 | Notice Defendants Amended Notice of Motion to Compel Deposition<br>of Plaintiff<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                          |
| 12/13/2024 | Hearing on Motion for Sanctions scheduled for 01/30/2025 at 08:30<br>AM in Stanley Mosk Courthouse at Department 36                                                                                           |
|            | Not Held - Vacated by Court on 12/13/2024                                                                                                                                                                     |
| 12/18/2024 | Hearing on Motion to Compel Motion to Compel Plaintiff's<br>Deposition scheduled for<br>02/04/2025 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                 |
| 12/18/2024 | Notice Defendants Amended Notice of Motion to Compel Deposition<br>of Plaintiff<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                          |
| 12/18/2024 | Pursuant to the request of moving party,<br>Hearing on Motion to Compel Motion to Compel Plaintiff's<br>Deposition scheduled for 01/16/2025 at 08:30 AM in Stanley Mosk<br>Courthouse at Department 36        |
|            | Not Held - Rescheduled by Party was rescheduled to                                                                                                                                                            |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                              |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | 02/04/2025 08:30 AM                                                                                                                                                                                                                                 |
| 01/09/2025 | Opposition Cross-Complainant Cameron Hopkins' Opposition to Cross-Defendant Skyler Wells' Motion for Summary Adjudication<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                                          |
| 01/09/2025 | Declaration Declaration of Cross-Complainant Cameron Hopkins in Support of Opposition to Cross-Defendant Skyler Wells' Motion for Summary Adjudication<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                             |
| 01/09/2025 | Separate Statement<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                                                                                                                                                 |
| 01/09/2025 | Objection 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<br>Filed by: CAMERON HOPKINS (Cross-Complainant)      |
| 01/22/2025 | Reply TO OPPOSITION TO CROSS-DEFENDANT SKYLER WELLS MOTION FOR SUMMARY ADJUDICATION OF ISSUES; MEMORANDUM OF POINTS AND AUTHORITIES<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                     |
| 01/22/2025 | Declaration OF JAMES C. DIEFENBACH IN SUPPORT OF REPLY TO OPPOSITION TO CROSS-DEFENDANT SKYLER WELLS MOTION FOR SUMMARY ADJUDICATION OF ISSUES<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                          |
| 01/22/2025 | Objection CROSS-DEFENDANT SKYLER WELLS EVIDENTIARY OBJECTIONS TO DECLARATIONS AND EXHIBITS IN SUPPORT OF DEFENDANT OPPOSITION TO CROSS-DEFENDANT SKYLER WELLS MOTION FOR SUMMARY ADJUDICATION OF ISSUES<br>Filed by: SKYLER WELLS (Cross-Defendant) |
| 01/22/2025 | Declaration OF SKYLER WELLS IN SUPPORT OF REPLY TO OPPOSITION TO CROSS-DEFENDANT SKYLER WELLS MOTION FOR SUMMARY ADJUDICATION OF ISSUES<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                 |
| 01/22/2025 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant); Marilyn Schiamberg (Cross-Defendant); David Schiamberg (Cross-Defendant)<br>Service Cost Waived: No                            |
| 01/23/2025 | Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Michelle Lott-Meyerhofer, CSR # 8226)<br>Signed and Filed by:                                                                                                            |
| 01/23/2025 | Minute Order (Hearing on Motion for Summary Adjudication (5190))                                                                                                                                                                                    |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date                                                    | Action                                                                                                                                                                                                                |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01/24/2025                                              | Conference Meet and Confer scheduled for<br>02/06/2025 at 10:00 AM in Stanley Mosk Courthouse at Department<br>36                                                                                                     |
| 01/27/2025                                              | Hearing on Motion for Summary Adjudication (5190) scheduled for<br>01/30/2025 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                              |
| 01/27/2025                                              | On the Court's own motion,<br>Hearing on Motion for Summary Adjudication (5190) scheduled for<br>01/23/2025 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                |
| Held - Continued was rescheduled to 01/30/2025 08:30 AM |                                                                                                                                                                                                                       |
| 01/29/2025                                              | Notice Notice of Taking Motion to Compel Hearing Off Calendar<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                                                    |
| 01/29/2025                                              | Updated -- Sevan Gobel (Attorney):<br>First Name changed from Jeffrey to Sevan<br>Last Name changed from Tsao to Gobel                                                                                                |
| 01/29/2025                                              | Address for Sevan Gobel (Attorney) updated                                                                                                                                                                            |
| 01/29/2025                                              | Pursuant to the request of moving party,<br>Hearing on Motion to Compel Motion to Compel Plaintiff's<br>Deposition (7943) scheduled for 02/04/2025 at 08:30 AM in Stanley<br>Mosk Courthouse at Department 36         |
| Not Held - Taken Off Calendar by Party on 01/29/2025    |                                                                                                                                                                                                                       |
| 01/30/2025                                              | Opposition Defendants Opposition to Plaintiff's Motion for<br>Sanctions<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                             |
| 01/30/2025                                              | Minute Order (Hearing on Motion for Summary Adjudication (5190))                                                                                                                                                      |
| 01/30/2025                                              | Certificate of Mailing for (Hearing on Motion for Summary<br>Adjudication (5190)) of 01/30/2025<br>Filed by: Clerk                                                                                                    |
| 01/30/2025                                              | Hearing on Motion for Summary Adjudication (5190) scheduled for<br>01/30/2025 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36 updated:<br>Result Date to 01/30/2025<br>Result Type to Held - Motion Denied |
| 02/03/2025                                              | Joint Status Conference Report<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                  |
| 02/06/2025                                              | Notice of Change of Address or Other Contact Information                                                                                                                                                              |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                   |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | Filed by: Artin Avetisove (Attorney); Sevan Gobel (Attorney)                                                                                                                                                             |
| 02/06/2025 | Minute Order (Conference Meet and Confer)                                                                                                                                                                                |
| 02/06/2025 | Conference Meet and Confer scheduled for 02/06/2025 at 10:00 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 02/06/2025<br>Result Type to Held                                                 |
| 02/07/2025 | Address for Sevan Gobel (Attorney) updated                                                                                                                                                                               |
| 02/13/2025 | Minute Order (Hearing on Motion for Sanctions (CRS#2859))                                                                                                                                                                |
| 02/13/2025 | Hearing on Motion for Sanctions (CRS#2859) scheduled for 02/13/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                              |
|            | Not Held - Taken Off Calendar by Court on 02/13/2025                                                                                                                                                                     |
| 02/14/2025 | Motion for Reconsideration<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                                                                                                   |
| 02/14/2025 | Request for Judicial Notice<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                                                                                                  |
| 02/14/2025 | Declaration OF JAMES C. DIEFENBACH IN SUPPORT OF CROSS-DEFENDANT SKYLER WELLS MOTION FOR RECONSIDERATION OF ORDER ON MOTION FOR SUMMARY ADJUDICATION PURSUANT TO CCP 1008<br>Filed by: SKYLER WELLS (Cross-Defendant)    |
| 02/14/2025 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant); Marilyn Schiamberg (Cross-Defendant); David Schiamberg (Cross-Defendant)<br>Service Cost Waived: No |
| 02/14/2025 | Declaration OF SKYLER WELLS IN SUPPORT OF CROSS-DEFENDANT SKYLER WELLS MOTION FOR RECONSIDERATION OF ORDER ON MOTION FOR SUMMARY ADJUDICATION PURSUANT TO CCP 1008<br>Filed by: SKYLER WELLS (Cross-Defendant)           |
| 02/14/2025 | Declaration OF JUSTIN DRUIAN REGARDING ROWENA LOFTS COMMON INTEREST DEVELOPMENT OF TYPE PLANNED DEVELOPMENT UNDER THE DAVIS STIRLING COMMON INTEREST DEVELOPMENT ACT<br>Filed by: SKYLER WELLS (Cross-Defendant)         |
| 02/14/2025 | Updated -- Motion for Reconsideration:<br>Filed By: SKYLER WELLS (Cross-Defendant)<br>Result: Denied<br>Result Date: 03/19/2025                                                                                          |
| 02/18/2025 | Updated -- Ex Parte Application TO SPECIALLY SET THE HEARING DATE ON CROSS-DEFENDANT MOTION FOR RECONSIDERATION BEFORE THE TRIAL                                                                                         |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | DATE OR CONTINUE THE TRIAL DATE;;<br>Filed By: SKYLER WELLS (Cross-Defendant)<br>Result: Granted<br>Result Date: 02/19/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 02/18/2025 | Ex Parte Application CROSS-DEFENDANT SKYLER WELLS NOTICE OF EX PARTE APPLICATION AND EX PARTE APPLICATION TO SPECIALLY SET THE HEARING DATE ON CROSS-DEFENDANT MOTION FOR RECONSIDERATION BEFORE THE TRIAL DATE OR CONTINUE THE TRIAL DATE; MEMORANDUM OF POINTS AND AUTHORITIES<br>Filed by: SKYLER WELLS (Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant)                                                                                                                                                                                                                         |
| 02/18/2025 | Declaration in Support of Ex Parte Application<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 02/18/2025 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant); Marilyn Schiamberg (Cross-Defendant); David Schiamberg (Cross-Defendant)<br>Service Cost Waived: No                                                                                                                                                                                                                                                                                                                                                                           |
| 02/18/2025 | Hearing on Ex Parte Application TO SPECIALLY SET THE HEARING DATE ON CROSS-DEFENDANT MOTION FOR RECONSIDERATION BEFORE THE TRIAL DATE OR CONTINUE THE TRIAL DATE scheduled for 02/19/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                                                                                                                                                                                  |
| 02/18/2025 | Updated -- Ex Parte Application TO SPECIALLY SET THE HEARING DATE ON CROSS-DEFENDANT MOTION FOR RECONSIDERATION BEFORE THE TRIAL DATE OR CONTINUE THE TRIAL DATE;;<br>Name Extension changed from CROSS-DEFENDANT SKYLER WELLS NOTICE OF EX PARTE APPLICATION AND EX PARTE APPLICATION TO SPECIALLY SET THE HEARING DATE ON CROSS-DEFENDANT MOTION FOR RECONSIDERATION BEFORE THE TRIAL DATE OR CONTINUE THE TRIAL DATE; MEMORANDUM OF POINTS AND AUTHORITIES to TO SPECIALLY SET THE HEARING DATE ON CROSS-DEFENDANT MOTION FOR RECONSIDERATION BEFORE THE TRIAL DATE OR CONTINUE THE TRIAL DATE; |
| 02/19/2025 | Hearing on Motion for Reconsideration scheduled for 03/19/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 02/19/2025 | Minute Order (Hearing on Ex Parte Application TO SPECIALLY SET THE HEARING ...)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 02/19/2025 | Hearing on Ex Parte Application TO SPECIALLY SET THE HEARING DATE ON CROSS-DEFENDANT MOTION FOR RECONSIDERATION BEFORE THE TRIAL DATE OR CONTINUE THE TRIAL DATE scheduled for 02/19/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 02/19/2025<br>Result Type to Held - Motion Granted                                                                                                                                                                                                                                                                    |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                                 |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 02/19/2025 | On the Court's own motion,<br>Hearing on Motion for Reconsideration scheduled for 04/29/2025 at<br>08:30 AM in Stanley Mosk Courthouse at Department 36<br><br>Not Held - Advanced and Continued - by Court was<br>rescheduled to 03/19/2025 08:30 AM                                  |
| 02/21/2025 | Updated -- Ex Parte Application CROSS-DEFENDANT SKYLER WELLS<br>NOTICE OF EX PARTE APPLICATION AND EX PARTE APPLICATION TO<br>CONTINUE THE TRIAL DATE; MEMORAN-DUM OF POINTS AND AUTHORITIES:<br>Filed By: SKYLER WELLS (Cross-Defendant)<br>Result: Denied<br>Result Date: 02/24/2025 |
| 02/21/2025 | Ex Parte Application CROSS-DEFENDANT SKYLER WELLS NOTICE OF EX<br>PARTE APPLICATION AND EX PARTE APPLICATION TO CONTINUE THE TRIAL<br>DATE; MEMORAN-DUM OF POINTS AND AUTHORITIES<br>Filed by: SKYLER WELLS (Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant)            |
| 02/21/2025 | Declaration DECLARATION OF JAMES C. DIEFENBACH IN SUPPORT OF<br>CROSS- DEFENDANT SKYLER WELLS EX PARTE APPLICATION TO CONTINUE<br>THE TRIAL<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                                                |
| 02/21/2025 | Declaration DECLARATION OF SKYLER WELLS IN SUPPORT OF EX PARTE<br>APPLICATION TO CONTINUE TRIAL<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                                                                                                            |
| 02/21/2025 | Proof of Service (not Summons and Complaint)<br>Filed by: SKYLER WELLS (Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant)                                                                                                                                                 |
| 02/21/2025 | Hearing on Ex Parte Application TO CONTINUE THE TRIAL DATE<br>scheduled for<br>02/24/2025 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                                                                                   |
| 02/21/2025 | Opposition Defendants Opposition to Plaintiff's Ex Parte to<br>Continue Trial<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                        |
| 02/24/2025 | Minute Order (Hearing on Ex Parte Application TO CONTINUE THE<br>TRIAL DATE)                                                                                                                                                                                                           |
| 02/25/2025 | Hearing on Ex Parte Application TO CONTINUE THE TRIAL DATE<br>scheduled for 02/24/2025 at 08:30 AM in Stanley Mosk Courthouse<br>at Department 36 updated:<br>Result Date to 02/24/2025<br>Result Type to Held - Motion Denied                                                         |



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Stanley Mosk Courthouse Department 36**

**CASE REGISTER**

**22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.**

| <b>Date</b> | <b>Action</b>                                                                                                                                                                                                                          |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 02/26/2025  | Association of Attorney<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                          |
| 02/28/2025  | Motion in Limine No. 1<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                               |
| 02/28/2025  | Motion in Limine No. 2<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                               |
| 02/28/2025  | Motion in Limine No. 3<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                               |
| 02/28/2025  | Motion in Limine No. 4<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                               |
| 02/28/2025  | Updated -- Motion in Limine No. 1 Reptile Theory:<br>Filed By: JAY DYCKMAN (Defendant),CAMERON HOPKINS (Defendant)<br>Result: Granted<br>Result Date: 03/28/2025                                                                       |
| 02/28/2025  | Updated -- Motion in Limine No. 2 to Exclude Report of Pete<br>Fowler:<br>Filed By: JAY DYCKMAN (Defendant),CAMERON HOPKINS (Defendant)<br>Result: Granted in Part<br>Result Date: 03/28/2025                                          |
| 02/28/2025  | Updated -- Motion in Limine No. 3 to Exclude Non- Experts From<br>Testifying Regarding Environmental Hazards:<br>Filed By: JAY DYCKMAN (Defendant),CAMERON HOPKINS (Defendant)<br>Result: Granted<br>Result Date: 03/28/2025           |
| 02/28/2025  | Updated -- Motion in Limine No. 4 to Exclude Loss of Earnings<br>Claim:<br>Filed By: JAY DYCKMAN (Defendant),CAMERON HOPKINS (Defendant)<br>Result: Denied<br>Result Date: 03/28/2025                                                  |
| 02/28/2025  | Updated -- Motion in Limine No. 4 to Exclude Loss of Earnings<br>Claim:<br>Name Extension changed from No. 4 to No. 4 to Exclude Loss of<br>Earnings Claim                                                                             |
| 02/28/2025  | Updated -- Motion in Limine No. 3 to Exclude Non- Experts From<br>Testifying Regarding Environmental Hazards:<br>Name Extension changed from No. 3 to No. 3 to Exclude Non-<br>Experts From Testifying Regarding Environmental Hazards |
| 02/28/2025  | Updated -- Motion in Limine No. 2 to Exclude Report of Pete<br>Fowler:<br>Name Extension changed from No. 2 to No. 2 to Exclude Report of<br>Pete Fowler                                                                               |

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                     |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 02/28/2025 | Updated -- Motion in Limine No. 1 Reptile Theory:<br>Name Extension changed from No. 1 to No. 1 Reptile Theory                                                                                                                                             |
| 03/05/2025 | Updated -- Plaintiffs and Cross-Defendants Motion in Limine No. 1<br>to Exclude Records and Documents Not Produced in Discovery:<br>Filed By: SKYLER WELLS (Plaintiff)<br>Result: Granted in Part<br>Result Date: 03/28/2025                               |
| 03/05/2025 | Updated -- Plaintiffs and Cross-Defendants Motion in Limine No. 2<br>to Exclude Percipient Witnesses Whose Identities Were Known But<br>Not Disclosed in Discovery:<br>Filed By: SKYLER WELLS (Plaintiff)<br>Result: Denied<br>Result Date: 03/28/2025     |
| 03/05/2025 | Updated -- Plaintiffs and Cross-Defendants Motion in Limine No. 3<br>to Exclude Specific Allegations Not Established in Discovery Which<br>are Prejudicial:<br>Filed By: SKYLER WELLS (Plaintiff)<br>Result: Denied<br>Result Date: 03/28/2025             |
| 03/05/2025 | Updated -- Plaintiffs and Cross-Defendants Motion in Limine No.<br>to Exclude Specific Evidence Without Foundation and/or That is<br>Time Barred Which is Inadmissible:<br>Filed By: SKYLER WELLS (Plaintiff)<br>Result: Denied<br>Result Date: 03/28/2025 |
| 03/05/2025 | Updated -- Plaintiffs and Cross-Defendants Motion in Limine No.<br>to Exclude Specific Evidence Which is Irrelevant and/or<br>Prejudicial:<br>Filed By: SKYLER WELLS (Plaintiff)<br>Result: Denied<br>Result Date: 03/28/2025                              |
| 03/05/2025 | Updated -- Plaintiffs and Cross-Defendants Motion in Limine No.<br>to Exclude Damages Not Established in Discovery:<br>Filed By: SKYLER WELLS (Plaintiff)<br>Result: Withdrawn<br>Result Date: 03/28/2025                                                  |
| 03/05/2025 | Updated -- Plaintiffs and Cross-Defendants Motion In Limine No.<br>to Exclude Damages Not Permitted by Rowena Lofts CCRs (Instrument<br>Number 20120210654):<br>Filed By: SKYLER WELLS (Plaintiff)<br>Result: Denied<br>Result Date: 03/28/2025            |
| 03/05/2025 | Updated -- Plaintiffs and Cross-Defendants Motion in Limine No.<br>to Exclude Plaintiff's and Cross-Defendant's Other Lawsuits:                                                                                                                            |

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

Date

Action

Filed By: SKYLER WELLS (Plaintiff)

Result: Granted in Part

Result Date: 03/28/2025

03/05/2025 Updated -- PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 1 TO EXCLUDE RECORDS AND DOCUMENTS NOT PRODUCED IN DISCOVERY:  
Exact Name changed from PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 1 TO EXCLUDE RECORDS AND DOCUMENTS NOT PRODUCED IN DISCOVERY; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH to PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 1 TO EXCLUDE RECORDS AND DOCUMENTS NOT PRODUCED IN DISCOVERY

03/05/2025 Updated -- Plaintiffs and Cross-Defendants Motion in Limine No. 1 to Exclude Records and Documents Not Produced in Discovery:  
Exact Name changed from PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 1 TO EXCLUDE RECORDS AND DOCUMENTS NOT PRODUCED IN DISCOVERY to Plaintiffs and Cross-Defendants Motion in Limine No. 1 to Exclude Records and Documents Not Produced in Discovery

03/05/2025 Updated -- Plaintiffs and Cross-Defendants Motion in Limine No. 2 to Exclude Percipient Witnesses Whose Identities Were Known But Not Disclosed in Discovery:  
Exact Name changed from PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 2 TO EXCLUDE PERCIPIENT WITNESSES WHOSE IDENTITIES WERE KNOWN BUT NOT DISCLOSED IN DISCOVERY; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH to Plaintiffs and Cross-Defendants Motion in Limine No. 2 to Exclude Percipient Witnesses Whose Identities Were Known But Not Disclosed in Discovery

03/05/2025 Updated -- Plaintiffs and Cross-Defendants Motion in Limine No. 3 to Exclude Specific Allegations Not Established in Discovery Which are Prejudicial:  
Exact Name changed from PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 3 TO EXCLUDE SPECIFIC ALLEGATIONS NOT ESTABLISHED IN DISCOVERY WHICH ARE PREJUDICIAL; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH to Plaintiffs and Cross-Defendants Motion in Limine No. 3 to Exclude Specific Allegations Not Established in Discovery Which are Prejudicial

03/05/2025 Updated -- Plaintiffs and Cross-Defendants Motion in Limine No. 4 to Exclude Specific Evidence Without Foundation and/or That is Time Barred Which is Inadmissible:  
Exact Name changed from PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 4 TO EXCLUDE SPECIFIC EVIDENCE WITHOUT FOUNDATION AND/OR THAT IS TIME BARRED WHICH IS INADMISSIBLE; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH to Plaintiffs and Cross-Defendants Motion in Limine No. 4 to Exclude Specific Evidence Without Foundation and/or That is Time Barred Which is Inadmissible

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 03/05/2025 | Updated -- Plaintiffs and Cross-Defendants Motion in Limine No. 5 to Exclude Specific Evidence Which is Irrelevant and/or Prejudicial:<br>Exact Name changed from PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 5 TO EXCLUDE SPECIFIC EVIDENCE WHICH IS IRRELEVANT ANDOR PREJUDICIAL; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH to Plaintiffs and Cross-Defendants Motion in Limine No. 5 to Exclude Specific Evidence Which is Irrelevant and/or Prejudicial                                                        |
| 03/05/2025 | Updated -- Plaintiffs and Cross-Defendants Motion in Limine No. 6 to Exclude Damages Not Established in Discovery:<br>Exact Name changed from PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 6 TO EXCLUDE DAMAGES NOT ESTABLISHED IN DISCOVERY; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH to Plaintiffs and Cross-Defendants Motion in Limine No. 6 to Exclude Damages Not Established in Discovery                                                                                                                   |
| 03/05/2025 | Updated -- Plaintiffs and Cross-Defendants Motion In Limine No. 7 to Exclude Damages Not Permitted by Rowena Lofts CCRs (Instrument Number 20120210654):<br>Exact Name changed from PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 7 TO EXCLUDE DAMAGES NOT PERMITTED BY ROWENA LOFTS CCRs (INSTRUMENT NUMBER 20120210654); MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH to Plaintiffs and Cross-Defendants Motion In Limine No. 7 to Exclude Damages Not Permitted by Rowena Lofts CCRs (Instrument Number 20120210654) |
| 03/05/2025 | Updated -- Plaintiffs and Cross-Defendants Motion in Limine No. 8 to Exclude Plaintiff's and Cross-Defendant's Other Lawsuits:<br>Exact Name changed from PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 8 TO EXCLUDE PLAINTIFF'S AND CROSS-DEFENDANT'S OTHER LAWSUITS; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH to Plaintiffs and Cross-Defendants Motion in Limine No. 8 to Exclude Plaintiff's and Cross-Defendant's Other Lawsuits                                                                               |
| 03/05/2025 | PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 4 TO EXCLUDE SPECIFIC EVIDENCE WITHOUT FOUNDATION ANDOR THAT IS TIME BARRED WHICH IS INADMISSIBLE; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                                                                     |
| 03/05/2025 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>Service Cost Waived: No                                                                                                                                                                                                                                                                                                                                                                                                  |
| 03/05/2025 | PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 5 TO EXCLUDE SPECIFIC EVIDENCE WHICH IS IRRELEVANT ANDOR PREJUDICIAL; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C.                                                                                                                                                                                                                                                                                                                                                                   |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                       |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | DIEFENBACH<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                             |
| 03/05/2025 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>Service Cost Waived: No                                                                                                    |
| 03/05/2025 | PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 6 TO EXCLUDE DAMAGES NOT ESTABLISHED IN DISCOVERY; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH<br>Filed by: SKYLER WELLS (Plaintiff)                                       |
| 03/05/2025 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>Service Cost Waived: No                                                                                                    |
| 03/05/2025 | PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 7 TO EXCLUDE DAMAGES NOT PERMITTED BY ROWENA LOFTS CCRs (INSTRUMENT NUMBER 20120210654); MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH<br>Filed by: SKYLER WELLS (Plaintiff) |
| 03/05/2025 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>Service Cost Waived: No                                                                                                    |
| 03/05/2025 | PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 8 TO EXCLUDE PLAINTIFF'S AND CROSS-DEFENDANT'S OTHER LAWSUITS; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH<br>Filed by: SKYLER WELLS (Plaintiff)                           |
| 03/05/2025 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>Service Cost Waived: No                                                                                                    |
| 03/05/2025 | PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 1 TO EXCLUDE RECORDS AND DOCUMENTS NOT PRODUCED IN DISCOVERY; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH<br>Filed by: SKYLER WELLS (Plaintiff)                            |
| 03/05/2025 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>Service Cost Waived: No                                                                                                    |
| 03/05/2025 | PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 2 TO EXCLUDE PERCIPIENT WITNESSES WHOSE IDENTITIES WERE KNOWN BUT NOT DISCLOSED IN DISCOVERY; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH                                  |

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                       |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                           |
| 03/05/2025 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>Service Cost Waived: No                                                                                                                    |
| 03/05/2025 | PLAINTIFFS AND CROSS-DEFENDANTS MOTION IN LIMINE NO. 3 TO EXCLUDE SPECIFIC ALLEGATIONS NOT ESTABLISHED IN DISCOVERY WHICH ARE PREJUDICIAL; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JAMES C. DIEFENBACH<br>Filed by: SKYLER WELLS (Plaintiff)                    |
| 03/05/2025 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>Service Cost Waived: No                                                                                                                    |
| 03/06/2025 | Notice of Change of Address or Other Contact Information<br>Filed by: Emma Diana Enriquez (Attorney)                                                                                                                                                                         |
| 03/06/2025 | Disassociation of Attorney<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                             |
| 03/06/2025 | Opposition Defendant Cross Complainant Cameron Hopkins' Opposition to Plaintiff Cross Defendant's Motion for Reconsideration of Summary Adjudication<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                                        |
| 03/06/2025 | Objection Cross-Complainant Evidentiary Objections to Declaration of Skyler Wells in Support of Cross-Defendant's Motion for Reconsideration<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                                                |
| 03/06/2025 | Declaration of David Bar in Support of Opposition to Cross-Defendant's Motion for Reconsideration<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                                                                                           |
| 03/06/2025 | Objection Cross-Complainant Cameron Hopkins' Objections to Cross Defendant's Request for Judicial Notice to Exhibits A, B, C, D, E, F, J in Support of Cross-Defendant's Motion for Reconsideration of Summary Adjudication<br>Filed by: CAMERON HOPKINS (Cross-Complainant) |
| 03/06/2025 | Objection Cross-Complainant Evidentiary Objections to Declaration of James Diefenbach in Support of Cross-Defendant's Motion for Reconsideration<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                                            |
| 03/06/2025 | Objection Cross-Complainant Evidentiary Objections to Declaration of Justin Druian in Support of Cross-Defendant's Motion for Reconsideration<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                                               |

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

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Stanley Mosk Courthouse Department 36**

**CASE REGISTER**

**22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.**

| <b>Date</b> | <b>Action</b>                                                                                                                                                                                                        |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 03/06/2025  | Declaration of Emma D. Enriquez in Support of Cross-Complainant Cameron Hopkins' Opposition to Cross-Defendant's Motion for Reconsideration of Summary Adjudication<br>Filed by: CAMERON HOPKINS (Cross-Complainant) |
| 03/06/2025  | Address for Emma Diana Enriquez (Attorney) updated                                                                                                                                                                   |
| 03/07/2025  | Opposition Defendants Opposition to Plaintiff's Motion in Limine No. 1<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                             |
| 03/07/2025  | Opposition Defendants Opposition to Plaintiff's Motion in Limine No. 2<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                             |
| 03/07/2025  | Opposition Defendants Opposition to Plaintiff's Motion in Limine No. 3<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                             |
| 03/07/2025  | Opposition Defendants Opposition to Plaintiff's Motion in Limine No. 4<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                             |
| 03/07/2025  | Opposition Defendants Opposition to Plaintiff's Motion in Limine No. 5<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                             |
| 03/07/2025  | Opposition Defendants Opposition to Plaintiff's Motion in Limine No. 6<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                             |
| 03/07/2025  | Opposition Defendants Opposition to Plaintiff's Motion in Limine No. 7<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                             |
| 03/07/2025  | Opposition Defendants Opposition to Plaintiff's Motion in Limine No. 8<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                             |
| 03/07/2025  | Address for MARK NELSON (Attorney) updated                                                                                                                                                                           |
| 03/10/2025  | Opposition PLAINTIFF'S OPPOSITION TO DEFENDANT CAMERON HOPKINS AND JAY DYCKMANS MOTION IN LIMINE NO. 2 TO EXCLUDE REPORT OF PET FOWLER; DECLARATION OF JAMES C. DIEFENBACH<br>Filed by: SKYLER WELLS (Plaintiff)     |
| 03/10/2025  | Declaration OF SKYLER WELLS<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                    |
| 03/10/2025  | Declaration OF CLIFFORD COTILLIER REGARDING THE COSTS OF REPAIR<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                |
| 03/10/2025  | Opposition PLAINTIFF'S OPPOSITION TO DEFENDANT CAMERON HOPKINS AND JAY DYCKMANS MOTION IN LIMINE NO. 4 TO EXCLUDE LOSS OF                                                                                            |

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                                                                                          |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | EARNINGS CLAIM; DECLARATION OF JAMES C. DIEFENBACH<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                        |
| 03/12/2025 | Reply TO OPPOSITION TO CROSS-DEFENDANT SKYLER WELLS MOTION FOR RECONSIDERATION OF ORDER ON MOTION FOR SUMMARY ADJUDICATION PURSUANT TO CCP 1008; MEMORANDUM OF POINTS AND AUTHORITIES<br>Filed by: SKYLER WELLS (Cross-Defendant)                                                               |
| 03/12/2025 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Cross-Defendant)<br>As to: CAMERON HOPKINS (Cross-Complainant)<br>Service Cost Waived: No                                                                                                                                                  |
| 03/12/2025 | Objection CROSS-DEFENDANT SKYLER WELLS EVIDENTIARY OBJECTIONS TO DECLARATION IN SUPPORT OF CROSS-COMPLAINANT OPPOSITION TO CROSS-DEFENDANT SKYLER WELLS MOTION FOR RECONSIDERATION OF ORDER ON MOTION FOR SUMMARY ADJUDICATION PURSUANT TO CCP 1008<br>Filed by: SKYLER WELLS (Cross-Defendant) |
| 03/14/2025 | Reply Defendants Reply Brief in Support of Motion in Limine No. 2<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                             |
| 03/14/2025 | Reply Defendants Reply Brief in Support of Motion in Limine No.<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                               |
| 03/14/2025 | Trial Brief<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                               |
| 03/14/2025 | Witness List<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                              |
| 03/14/2025 | Statement of the Case<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                     |
| 03/14/2025 | Exhibit List<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                              |
| 03/14/2025 | Proof of Personal Service<br>Filed by: SKYLER WELLS (Plaintiff)<br>As to: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>Service Cost Waived: No                                                                                                                                       |
| 03/14/2025 | Jury Instructions<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                                                                         |
| 03/17/2025 | Trial Brief<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                                                                                                                                                                                                    |
| 03/17/2025 | Declaration Declaration of Artin Avetisove re: Plaintiff's Counsel Failure to Meet and Confer Regarding Joint Pre-Trial Documents<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                             |
| 03/17/2025 | Statement of the Case<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                         |



SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date                                                    | Action                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 03/17/2025                                              | Exhibit List<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                                                   |
| 03/17/2025                                              | Jury Instructions<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                                              |
| 03/17/2025                                              | Witness List<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                                                   |
| 03/18/2025                                              | Trial Brief<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                                                                                    |
| 03/19/2025                                              | Minute Order (Final Status Conference; Hearing on Motion for Reconsideration)                                                                                                                                                                                                                                                                    |
| 03/20/2025                                              | Final Status Conference scheduled for 03/19/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                                                                         |
| Held - Continued was rescheduled to 03/24/2025 08:30 AM |                                                                                                                                                                                                                                                                                                                                                  |
| 03/20/2025                                              | Hearing on Motion for Reconsideration scheduled for 03/19/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 03/19/2025<br>Result Type to Held - Motion Denied                                                                                                                                              |
| 03/24/2025                                              | Minute Order (Final Status Conference)                                                                                                                                                                                                                                                                                                           |
| 03/24/2025                                              | Final Status Conference scheduled for 03/24/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 03/24/2025<br>Result Type to Held                                                                                                                                                                            |
| 03/25/2025                                              | Motion in Limine Cross-Complainant Cameron Hopkins' Motion in Limine 1 to (1) Exclude Evidence of the Applicability of the Davis-Stirling Act to Rowena Lofts and (2) Challenging the Amended CCRs; Declaration of Emma D. Enriquez<br>Filed by: CAMERON HOPKINS (Cross-Complainant)                                                             |
| 03/25/2025                                              | Updated -- Motion in Limine Cross-Complainant Cameron Hopkins' Motion in Limine 1 to (1) Exclude Evidence of the Applicability of the Davis-Stirling Act to Rowena Lofts and (2) Challenging the Amended CCRs:<br>Filed By: CAMERON HOPKINS (Cross-Complainant)<br>Result: Granted in Part<br>Result Date: 03/28/2025                            |
| 03/25/2025                                              | Updated -- Motion in Limine Cross-Complainant Cameron Hopkins' Motion in Limine 1 to (1) Exclude Evidence of the Applicability of the Davis-Stirling Act to Rowena Lofts and (2) Challenging the Amended CCRs:<br>Name Extension changed from Cross-Complainant Cameron Hopkins' Motion in Limine 1 to (1) Exclude Evidence of the Applicability |

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

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Stanley Mosk Courthouse Department 36**

**CASE REGISTER**

**22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.**

| Date       | Action                                                                                                                                                                                                                                                                                               |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | of the Davis-Stirling Act to Rowena Lofts and (2) Challenging the Amended CCRs; Declaration of Emma D. Enriquez to Cross-Complainant Cameron Hopkins' Motion in Limine 1 to (1) Exclude Evidence of the Applicability of the Davis-Stirling Act to Rowena Lofts and (2) Challenging the Amended CCRs |
| 03/25/2025 | Address for Artin Avetisove (Attorney) updated                                                                                                                                                                                                                                                       |
| 03/28/2025 | Opposition PLAINTIFF AND CROSS-DEFENDANT OPPOSITION TO CROSS-COMPLAINANT MOTION IN LIMINE NO. 1 TO (1) EXCLUDE EVIDENCE OF THE APPLICABILITY OF THE DAVIS-STIRLING ACT TO ROWENA LOFTS AND (2) CHALLENGING THE AMENDED CCRS<br>Filed by: SKYLER WELLS (Cross-Defendant)                              |
| 03/28/2025 | Stipulation and Order to use Certified Shorthand Reporter (Justus Ballentine, CSR # 13859)<br>Signed and Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                              |
| 03/28/2025 | Jury Trial (7 days) scheduled for<br>04/01/2025 at 09:00 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                              |
| 03/28/2025 | Jury Instructions (Withdrawn)<br>Signed and Filed by: Clerk                                                                                                                                                                                                                                          |
| 03/28/2025 | Jury Instructions (Refused)<br>Signed and Filed by: Clerk                                                                                                                                                                                                                                            |
| 03/28/2025 | Minute Order (Jury Trial ( 7 days))                                                                                                                                                                                                                                                                  |
| 04/01/2025 | Jury Trial (7 days) scheduled for<br>04/02/2025 at 09:00 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                                                                              |
| 04/01/2025 | Declaration OF SKYLER WELLS IN SUPPORT OF PLAINTIFF'S CLAIM FOR EXPERT TESTIMONY ON LOSS OF VALUABLE PAPERS AND RECORDS VALUATION<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                              |
| 04/01/2025 | Brief Defendants Brief on Civil Code Section 3355<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                  |
| 04/01/2025 | Proof of Service (not Summons and Complaint)<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                                                                                                                                                    |
| 04/01/2025 | Defendants Motion in Limine No. 5<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                                                                                                                                                                                  |
| 04/01/2025 | Updated -- Defendants Motion in Limine No. 5:<br>Name Extension changed from Defendants Motion in Limine No. 5 to No. 5 to Exclude Plaintiff's Experts From Testifying at Trial                                                                                                                      |
| 04/01/2025 | Updated -- Defendants Motion in Limine No. 5:                                                                                                                                                                                                                                                        |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                                              |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | Filed By: CAMERON HOPKINS (Defendant), JAY DYCKMAN (Defendant)<br>Result: Granted in Part<br>Result Date: 04/03/2025                                                                                                                |
| 04/01/2025 | Minute Order (Jury Trial (7 days))                                                                                                                                                                                                  |
| 04/01/2025 | Jury Trial (7 days) scheduled for 04/01/2025 at 09:00 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                |
|            | Held - Continued was rescheduled to 04/02/2025 09:00 AM                                                                                                                                                                             |
| 04/02/2025 | Opposition PLAINTIFF AND CROSS-DEFENDANT SKYLER WELLS OPPOSITION TO DEFENDANTS MOTION IN LIMINE NO. 5 EXCLUDE PLAINTIFFS EXPERTS FROM TESTIFYING AT TRIAL; DECLARATION OF JAMES C. DIEFENBACH<br>Filed by: SKYLER WELLS (Plaintiff) |
| 04/02/2025 | Proof of Service (not Summons and Complaint)<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                  |
| 04/02/2025 | Exhibit List<br>Filed by: SKYLER WELLS (Plaintiff)                                                                                                                                                                                  |
| 04/02/2025 | Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Aurora D. Bower, CSR # 12801)<br>Signed and Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)                                               |
| 04/02/2025 | Minute Order (Nunc Pro Tunc Order)                                                                                                                                                                                                  |
| 04/02/2025 | Certificate of Mailing for (Nunc Pro Tunc Order) of 04/02/2025<br>Filed by: Clerk                                                                                                                                                   |
| 04/02/2025 | Minute Order (Jury Trial (7 days))                                                                                                                                                                                                  |
| 04/03/2025 | Jury Trial (7 days) scheduled for 04/03/2025 at 09:00 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                |
| 04/03/2025 | Minute Order (Jury Trial (7 days))                                                                                                                                                                                                  |
| 04/03/2025 | Jury Trial (7 days) scheduled for 04/02/2025 at 09:00 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                |
|            | Held - Continued was rescheduled to 04/03/2025 09:00 AM                                                                                                                                                                             |
| 04/03/2025 | Jury Trial ( 7 days) scheduled for 03/28/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 03/28/2025<br>Result Type to Held - Continued                                                      |
| 04/04/2025 | Jury Trial (7 days) scheduled for 04/04/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                                                |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                           |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | 36                                                                                                                                                                               |
| 04/04/2025 | Jury Trial (7 days) scheduled for<br>04/07/2025 at 09:00 AM in Stanley Mosk Courthouse at Department<br>36                                                                       |
| 04/04/2025 | Minute Order (Jury Trial (7 days))                                                                                                                                               |
| 04/04/2025 | Jury Trial (7 days) scheduled for 04/03/2025 at 09:00 AM in<br>Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 04/03/2025<br>Result Type to Held - Continued |
| 04/04/2025 | Jury Trial (7 days) scheduled for 04/04/2025 at 08:30 AM in<br>Stanley Mosk Courthouse at Department 36                                                                          |
|            | Held - Continued was rescheduled to 04/07/2025 09:00 AM                                                                                                                          |
| 04/07/2025 | Jury Trial (7 days) scheduled for<br>04/08/2025 at 09:00 AM in Stanley Mosk Courthouse at Department<br>36                                                                       |
| 04/07/2025 | Minute Order (Jury Trial (7 days))                                                                                                                                               |
| 04/08/2025 | Jury Trial (7 days) scheduled for<br>04/09/2025 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                       |
| 04/08/2025 | Minute Order (Jury Trial (7 days))                                                                                                                                               |
| 04/08/2025 | Jury Trial (7 days) scheduled for 04/07/2025 at 09:00 AM in<br>Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 04/07/2025<br>Result Type to Held - Continued |
| 04/08/2025 | Jury Trial (7 days) scheduled for 04/08/2025 at 09:00 AM in<br>Stanley Mosk Courthouse at Department 36                                                                          |
|            | Held - Continued was rescheduled to 04/09/2025 08:30 AM                                                                                                                          |
| 04/09/2025 | Minute Order (Jury Trial (7 days))                                                                                                                                               |
| 04/10/2025 | Jury Trial (7 days) scheduled for<br>04/10/2025 at 09:00 AM in Stanley Mosk Courthouse at Department<br>36                                                                       |
| 04/10/2025 | Jury Trial (7 days) scheduled for<br>04/11/2025 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                       |
| 04/10/2025 | Jury Instructions (Given)<br>Filed by:                                                                                                                                           |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                              |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 04/10/2025 | Updated -- Jury Instructions (Withdrawn):<br>Name Extension changed from (Given) to (Withdrawn)                                                                                                     |
| 04/10/2025 | Minute Order (Jury Trial (7 days))                                                                                                                                                                  |
| 04/10/2025 | Jury Trial (7 days) scheduled for 04/09/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                                                |
|            | Held - Continued was rescheduled to 04/10/2025 09:00 AM                                                                                                                                             |
| 04/10/2025 | Jury Trial (7 days) scheduled for 04/10/2025 at 09:00 AM in Stanley Mosk Courthouse at Department 36                                                                                                |
|            | Held - Continued was rescheduled to 04/11/2025 08:30 AM                                                                                                                                             |
| 04/11/2025 | Jury Instructions (Given)<br>Filed by: Clerk                                                                                                                                                        |
| 04/11/2025 | General Verdict<br>Filed by: Clerk                                                                                                                                                                  |
| 04/11/2025 | Order to Show Cause Re: Entry of Judgment scheduled for 04/25/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36                                                                          |
| 04/11/2025 | Jury Instructions (Refused)<br>Filed by:                                                                                                                                                            |
| 04/11/2025 | Minute Order (Jury Trial (7 days))                                                                                                                                                                  |
| 04/11/2025 | Jury Trial (7 days) scheduled for 04/11/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 04/11/2025<br>Result Type to Held                                   |
| 04/24/2025 | Notice Notice of Entry of Judgment or Order<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                                                    |
| 04/25/2025 | Hearing on Motion for Leave Motion for Leave to File Amendment Fourth Amended Complaint scheduled for 05/09/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36                            |
| 04/25/2025 | Minute Order (Order to Show Cause Re: Entry of Judgment)                                                                                                                                            |
| 04/25/2025 | Order to Show Cause Re: Entry of Judgment scheduled for 04/25/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 36 updated:<br>Result Date to 04/25/2025<br>Result Type to Held - Continued |

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date                                                    | Action                                                                                                                                                                                                                                                               |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 04/25/2025                                              | On the Court's own motion,<br>Hearing on Motion for Leave Motion for Leave to File Amendment to<br>Fourth Amended Complaint scheduled for 03/12/2024 at 08:30 AM in<br>Stanley Mosk Courthouse at Department 36                                                      |
| Held - Continued was rescheduled to 05/09/2025 08:30 AM |                                                                                                                                                                                                                                                                      |
| 05/09/2025                                              | Clerk's Notice of Full Payment of Fees Required<br>Filed by: Clerk<br>As to: SKYLER WELLS (Plaintiff)                                                                                                                                                                |
| 05/09/2025                                              | Minute Order (Hearing on Motion for Leave Motion for Leave to<br>File Amendmen...)                                                                                                                                                                                   |
| 05/09/2025                                              | Hearing on Motion for Leave Motion for Leave to File Amendment to<br>Fourth Amended Complaint scheduled for 05/09/2025 at 08:30 AM in<br>Stanley Mosk Courthouse at Department 36                                                                                    |
| Not Held - Taken Off Calendar by Court on 05/09/2025    |                                                                                                                                                                                                                                                                      |
| 05/13/2025                                              | Proof of Service (not Summons and Complaint)<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                                                                                                                    |
| 05/20/2025                                              | Address for James Diefenbach (Attorney) updated                                                                                                                                                                                                                      |
| 05/30/2025                                              | Court orders judgment entered for Cross-Complainant CAMERON<br>HOPKINS, an individual against Cross-Defendant SKYLER WELLS on<br>the Amended Cross-Complaint (1st) filed by CAMERON HOPKINS on<br>08/01/2022 for damages of \$144,710.00 for a total of \$144,710.00 |
| 05/30/2025                                              | Minute Order (Court Order Re: Notice of Entry of Judgment)                                                                                                                                                                                                           |
| 05/30/2025                                              | Address for Sevan Gobel (Attorney) updated                                                                                                                                                                                                                           |
| 06/03/2025                                              | Order to Show Cause Re: Plaintiff's Failure to Pay Jury Fees<br>scheduled for<br>07/07/2025 at 08:30 AM in Stanley Mosk Courthouse at Department<br>36                                                                                                               |
| 06/03/2025                                              | Minute Order (Court Order Re: Setting on Order to Show Cause Re<br>Plaintiff'...)                                                                                                                                                                                    |
| 06/03/2025                                              | Address for Emma Diana Enriquez (Attorney) updated                                                                                                                                                                                                                   |
| 06/03/2025                                              | Clerks Certificate of Service By Electronic Service<br>Filed by: Clerk<br>As to: James Diefenbach (Attorney); Sevan Gobel (Attorney); Arti<br>Avetisove (Attorney) et al.                                                                                            |
| 06/03/2025                                              | Judgment<br>Signed and Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN                                                                                                                                                                                            |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Stanley Mosk Courthouse Department 36

CASE REGISTER

22STCV05843 SKYLER WELLS vs CAMERON HOPKINS, et al.

| Date       | Action                                                                                                                                                                                                            |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | (Defendant)<br>As to: SKYLER WELLS (Plaintiff)                                                                                                                                                                    |
| 06/03/2025 | Updated -- Judgment:<br>Filed By: CAMERON HOPKINS (Defendant), JAY DYCKMAN (Defendant)<br>Result: Granted<br>Result Date: 05/30/2025                                                                              |
| 06/03/2025 | Clerks Certificate of Service By Electronic Service<br>Filed by: Clerk<br>As to: Artin Avetisove (Attorney); James Diefenbach (Attorney);<br>Emma Diana Enriquez (Attorney) et al.                                |
| 06/11/2025 | Appeal - Notice of Appeal/Cross Appeal Filed<br>Filed by: SKYLER WELLS (Appellant)<br>As to: CAMERON HOPKINS (Respondent); JAY DYCKMAN (Respondent)<br>Payment Option: I will pay my fees in person at later date |
| 06/16/2025 | Clerk's Notice of Full Payment of Fees Required<br>Filed by: Clerk<br>As to: Artin Avetisove (Attorney)                                                                                                           |
| 06/16/2025 | Updated -- Clerk's Notice of Full Payment of Fees Required:<br>As To Parties changed from Artin Avetisove (Attorney) to SKYLER<br>WELLS (Plaintiff)                                                               |
| 06/16/2025 | Clerks Certificate of Service By Electronic Service<br>Filed by: Clerk<br>As to: James Diefenbach (Attorney)                                                                                                      |
| 06/16/2025 | Memorandum of Costs (Summary)<br>Filed by: CAMERON HOPKINS (Defendant); JAY DYCKMAN (Defendant)<br>As to: SKYLER WELLS (Plaintiff)<br>Total Costs: 23615.49                                                       |
| 06/20/2025 | Appeal - Notice of Filing of Notice of Appeal<br>Filed by: Clerk                                                                                                                                                  |
| 06/20/2025 | Clerks Certificate of Service By Electronic Service<br>Filed by: Clerk                                                                                                                                            |
| 06/20/2025 | Updated -- Clerks Certificate of Service By Electronic Service<br>NOF 06/20/25:<br>Name Extension: NOF 06/20/25                                                                                                   |
| 06/30/2025 | Appeal - Notice of Default Issued NOA 06/11/2025<br>Filed by: Clerk                                                                                                                                               |
| 06/30/2025 | Clerks Certificate of Service By Electronic Service<br>Filed by: Clerk                                                                                                                                            |
| 07/01/2025 | Appeal - Ntc Designating Record of Appeal APP-003/010/103 with<br>Proof of Service<br>Filed by: SKYLER WELLS (Appellant)                                                                                          |

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

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8 Attorneys for Defendant/Cross-Complainant,  
9 Cameron Hopkins

**FILED**  
Superior Court of California  
County of Los Angeles  
08/01/2022

Sherri R. Carter, Executive Officer / Clerk of Court  
By: A. Aguilar Deputy

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES**

12 **SKYLER WELLS, an individual,**  
13 **Plaintiff,**  
14 **vs.**

15 **CAMERON HOPKINS, an**  
16 **individual; JAY DYCKMAN, an**  
17 **individual,**  
18 **Defendants.**

19 **CAMERON HOPKINS, an**  
20 **individual,**  
21 **Cross-Complainant,**  
22 **vs.**

23 **SKYLER WELLS aka SKYLAR**  
24 **WELLS, an individual; DAVID**  
25 **SCHIAMBERG, an individual;**  
26 **MARILYN SCHIAMBERG, an**  
27 **individual, and ROES 1-20.**

28 **Cross-Defendants.**

Case No. 22STCV05843

[Assigned for all purposes to the  
Honorable Wendy Chang]

Dept. 36

**FIRST AMENDED**  
**CROSS-COMPLAINT FOR:**  
1. **BREACH OF CONTRACT**  
2. **PREMISES LIABILITY**  
3. **PRIVATE NUISANCE**  
4. **DECLARATORY RELIEF**

Complaint Filed: February 16, 2022  
Jury Trial: To Be Set



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**FIRST AMENDED CROSS-COMPLAINT**

Cross-complainant, CAMERON HOPKINS (“Hopkins” or “Cross-Complainant”), for causes of action against Cross-Defendants, alleges as follows:

**I. SUMMARY OF CROSS-COMPLAINT**

1. This is a case of three (3) joint tenant owners of a single property that:
- Owe over \$34,000.00 in Rowena Lofts common area maintenance fees;
  - Have aggressively and intentionally interfered with five (5) neighboring Rowena Lofts owners’ quiet enjoyment of their homes and common easements since 2012;
  - Refused to comply with Covenants, Conditions and Restrictions, as amended (collectively “CC&Rs”), and recorded against the 6 six residential properties involved in this Action;
  - Refused to comply with the orders of a 2016 Los Angeles Superior Court Judgment (“2016 Judgment”); and
  - Threatened bodily injury in violation of California Penal Codes, including section 422 [criminal threats] - including, but not limited to, threatening use of “guns and stun guns” against other Rowena Lofts owners, including Cross-Complainant.

2. Cross-Complainant owns one of the Rowena Lofts residential properties and was duly elected by a majority of the owners (five (5) out of six (6) Rowena Lofts properties) to act as their agent pursuant to the terms of the CC&Rs (“Responsible Agent”) for purposes of, among other things, bringing this suit on his and their behalf.

3. The three (3) named Cross-Defendants own one (1) out of six (6) residential lots that are governed by the CC&RS and the 2016 Judgment, as joint tenants (hereinafter “Wells Lot”). They are collectively liable for damages caused by the acts described herein because they are all equal owners with rights of control, management, and possession over the Wells Lot.

4. Cross-Defendant Skyler Wells aka Skylar Wells (“Wells”) has been in possession of the Wells Lot since the three owners purchased the Wells Lot together in 2012.

1           5.       Wells has committed the acts constituting an ongoing nuisance (interference of  
2 quiet enjoyment) since 2012 and has refused to comply with the mandatory orders of the 2016  
3 Judgment. Wells has also regularly threatened bodily injury to the neighboring property  
4 owners.

5           6.       Cross-Defendants David Schiamberg and Marilyn Schaimberg (“Schiambergs”) are Wells’ parents and have held the Wells Lot with Wells as joint tenants since its purchase in  
6 2012. At minimum, they were put on constructive notice of the CC&Rs, as amended, and of  
7 the 2016 Judgment because these documents were duly recorded against the Wells Lot with the  
8 Los Angeles County Recorder. “‘Constructive’ knowledge exists when a person is deemed in  
9 the eyes of the law to be aware of a fact, either because (1) . . . or (2) the fact is contained in a  
10 document that has been ‘recorded as prescribed by law’”. *First Bank v. East West Bank* (2011)  
11 199 Cal.App.4th 1309, 1314; CA Civ. Code, § 1213 [providing that a recorded document "is  
12 constructive notice of the contents thereof"].

13           7.       Thus, in 2016, the Schiambergs were put on constructive notice of the following:

- 14           • Outstanding maintenance fees;
- 15           • Co-owner Wells’ interference with five (5) neighboring property owners’ quiet  
16 enjoyment of their property;
- 17           • 2016 court order to Wells to abate his acts of nuisance, to restore the common  
18 easements to their previous condition, and to pay outstanding maintenance fees.

19           8.       The Schiambergs did nothing to ensure that the 2016 Judgment was followed.  
20 As co-owners with full rights of control, management, and possession of the Wells Lot,  
21 Schiambergs had remedies available to them to reasonably manage the Wells Lot. See  
22 *Swartzbaugh v. Sampson* (1936) 11 C.A.3d 451, 454; *Munkdale v. Giannini* (1995) 35 C.A. 4th  
23 1104, 1114 [“Each cotenant is equally entitled to share in the possession of the entire property,  
24 and neither can exclude the other from any part of it.”]

25           9.       Since 2012, and as property owners, the Schiambergs have had an ongoing duty  
26 to the five (5) neighboring property owners to manage the Wells Lot in a reasonable manner.  
27 This is particularly the case since all six (6) lots are governed by the same CC&Rs and share a  
28

1 number of common easements. "The owner of premises is under a duty to exercise ordinary  
2 care in the management of such premises in order to avoid exposing persons to an  
3 unreasonable risk of harm. A failure to fulfill this duty is negligence." *Brooks v.*  
4 *Eugene Burger Management Corp.* (1989) 215 Cal.App.3d 1611, 1619.

5 10. Further, the Schiambergs have had an ongoing duty to inspect the property for  
6 dangerous conditions - including their son that is in possession of the Wells Lot and who has  
7 threatened others with bodily injury. They now are on actual notice of Wells' actions and  
8 threats and have a duty to abate the nuisance.

9 11. Starting in 2020, the Schiambergs were put on actual notice of outstanding  
10 maintenance fees after property owners conducted a title search and caused a past due invoice to  
11 be sent to them by Allstate HOA Management. To date, neither Wells nor the Schiambergs  
12 have made any attempt to pay the outstanding past due maintenance fees. Since 2012, the  
13 owners of the five (5) other Rowena Loft properties have had to pay for the Wells Lot's water  
14 and its share of common area maintenance and repairs, insurance, taxes and other expenses.

15 12. By way of this Cross-Complaint, the Schiambergs are duly put on actual notice  
16 of:

- 17 • The 2016 Judgment;
- 18 • The outstanding maintenance fees; and
- 19 • Wells' dangerous actions including, but not limited to, threats of bodily injury to  
20 the other five (5) property owners [these are current owners].

21 13. Cross-Complainant seeks an order/judgment, severally and jointly, against Wells  
22 and the Schiambergs for:

- 23 • Judgment reimbursing the current five (5) other property owners for monthly fees  
24 they have paid, on behalf of Co-Defendants, for the five (5) years immediately  
25 preceding the filing of this Cross-Complaint [Wells' Lot share is \$340/month],  
26 plus interest, costs and reasonable attorney's fees;

- Ordering Wells and the Schiambergs to comply with the 2016 Judgment as to the Street Address, Pedestrian, Landscaping, Gate, and City Parkway Injunctions [see paragraphs 30-31 herein] and restoring said common easements at their expense;
- Ordering Wells and the Schiambergs to abate Wells' ongoing acts of nuisance and threats of bodily injury [criminal acts] which may require that the Schiambergs ultimately seek a partition action or otherwise divest their interest in the property;
- Judgment sufficient to make the current other five (5) property owners whole including, but not limited to, loss of property value, loss of quiet enjoyment of property and common easements, and emotional distress; and for
- Judgment of attorney's fees and costs to current other five (5) property owners that have been forced to bring this Cross-Complaint, through agent/Responsible Owner, Cameron Hopkins - to preserve/restore their rights and to protect themselves [as provided for under the terms of the CC&Rs].

## **II. JURISDICTION AND VENUE**

14. This Court has subject matter jurisdiction over this matter pursuant to Code of Civil Procedure section 395(a) because, at all times relevant Cross-Complainant and Cross-Defendants and each of them have resided in and been contracted to act in accordance with the CC&Rs associated with property located in the State of California so as to render the exercise of jurisdiction over Cross-Defendants and each of them, by California Courts consistent with traditional notions of fair play and substantial justice. The amount in controversy exceeds the jurisdictional minimum of this Court.

15. Venue is proper in this County because substantially all of the events, acts, omissions, and/or transactions complained of herein occurred in/or originated from Los Angeles County, State of California.

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### III. PARTIES

#### A. CROSS-COMPLAINANT

16. At all relevant times herein, Cross-Complainant Cameron Hopkins is/has been the owner of one (1) of six (6) single family residence loft units that make up Rowena Lofts, located in Los Angeles, California. Hopkins is one (1) of two (2) designated Responsible Owners as elected by five (5) out of six (6) of the Rowena Lofts property owners. Accordingly, Hopkins is duly authorized to act on behalf of, and in the interest of, all current Rowena Lofts owners as set forth in the Rowena Loft's CC&Rs. See Exhibit 1, Section 3.1 [2012 CC&Rs]; Exhibit 2, Section 1.1.11, 3.2.1. All of the damages alleged herein occurred in and around Rowena Lofts and arose from Cross-Defendants' acts, as described herein.

#### B. CROSS-DEFENDANTS

17. At all relevant times herein, Cross-Defendants have been the owners, as joint tenants, of one (1) of six (6) loft units that make up Rowena Lofts ("Wells Unit"). The Wells Unit has the street address of 3345 1/2 Rowena Ave., Los Angeles 90027.

#### C. ROE CROSS-DEFENDANTS

18. The true names and capacities, whether individual, corporate, associate, or otherwise of the Cross-Defendants ROES 1 through 20, inclusive, are unknown to Cross-Complainant who therefore sues said Cross-Defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Cross-Complainant further alleges that each of said fictitious Cross-Defendants is in some manner responsible for the acts and occurrences hereinafter set forth. Cross-Complainant will amend this Complaint to show their true names and capacities when the same are ascertained, as well as the manner in which each fictitious Cross-Defendant is responsible.

#### D. AGENCY & CONCERT OF ACTION

19. At all times herein mentioned herein, Cross-Defendants, and/or each of them, hereinabove, were the agents, servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers of each of the other Cross-Defendants named herein and

1 were at all times operating and acting within the purpose and scope of said agency, service,  
2 employment, partnership, enterprise, conspiracy, and/or joint venture, and each  
3 Cross-Defendant has ratified and approved the acts of each of the remaining Cross-Defendants.  
4 Each of the Cross-Defendants aided and abetted, encouraged, and rendered substantial  
5 assistance to the other Cross-Defendants in breaching their obligations to Cross-Complainant as  
6 alleged herein. In taking action to aid and abet and substantially assist the commission of these  
7 wrongful acts and other wrongdoings complained of, as alleged herein, each of the  
8 Cross-Defendants acted with an awareness of his/her/its primary wrongdoing and realized that  
9 his/her/its conduct would substantially assist the accomplishment of the wrongful conduct,  
10 wrongful goals, and wrongdoing.

#### 11 **IV. STATEMENT OF FACTS**

##### 12 **A. ROWENA LOFTS**

13 20. Rowena Lofts is a residential community consisting of six (6) separate single  
14 family residence homes in the Los Feliz area in the County of Los Angeles, more particularly  
15 described as:

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

##### 19 **B. COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF** 20 **EASEMENTS ("CC&Rs")**

21 21. In February, 2012, Rowena Lofts' developer, Open House Realty & Investments,  
22 LLC, a California limited liability company, created Declaration of Covenants, Conditions, and  
23 Restrictions and Reservation of Easements ("2012 CC&Rs"), recorded as Instrument Number  
24 20120210654, with the Los Angeles County Recorder. A true and correct copy of CC&Rs is  
25 attached hereto as Exhibit 1 and incorporated by reference.

26 22. The purpose of the CC&Rs is to "sell and convey residential Lots within the  
27 Project to various individuals subject to certain basic protective restrictions, conditions,  
28

1 limitations, easements, covenants, reservations, liens and charges between it and the purchasers  
2 or users of said Project, as hereinafter set forth.” Exhibit 1, Preamble.

3 23. The CC&Rs provide: “all of the real property described above is, and shall be  
4 held, hypothecated or encumbered, sold, leased, rented, used, occupied, conveyed, and  
5 improved subject to the following easements, restrictions, covenants, and conditions, which are  
6 for the purpose of preserving the integrity, beauty and aesthetic qualities and desirability of, and  
7 which shall run with, the real property and be binding on all parties having any right, title or  
8 interest in the Project or any part thereof, their heirs, successors and assigns, and shall inure to  
9 the benefit of each Owner thereof. The provisions of this Declaration shall be enforceable by  
10 any of the Owners of an interest in the real property above described, against any other Owner  
11 or Owners thereof.” Exhibit 1, Preamble.

12 24. In September, 2019, certain provisions of the CC&Rs were duly amended as  
13 reflected in the Certificate of First Amendment of Declaration of Covenants, Conditions,  
14 Restrictions and Reservation of Easements for Rowena Lofts (“2019 Amended CC&Rs”).  
15 More particularly, owners, representative of five (5) out of six (6) Rowena Lofts properties, duly  
16 voted to amend the 2012 CC&Rs pursuant to Article 7, Section 7.1. On December 23, 2019, the  
17 2019 Amended CC&Rs were duly recorded with the County of Los Angeles as Instrument  
18 Number 20191434431. A copy is attached hereto as Exhibit 2 and incorporated by reference.

19 C. PROPERTIES INVOLVED IN THIS SUIT

20 25. WELLS UNIT: In or about 2012, Defendants Wells and Defendants Schiamberg  
21 bought the residential unit facing the street (“Wells Unit” or “Wells Lot”). See Exhibit 1,  
22 Exhibits A-E for a map of the units and shared community. Each of the six (6) Rowena Lofts  
23 units has its own address. The Wells Unit address is: 3345 1/2 Rowena Ave., LA 90027.

24 26. WELLS UNIT LEGAL TITLE: Cross-Complainant is informed and believes,  
25 and therefore alleges that legal title to the Wells Unit is held as follows:

26 “Skylar Wells, a single man and David Schiamberg and Marilyn Schiamberg,  
27 husband and wife, all as joint tenants.”  
28

1           27.    HOPKINS UNIT: In March, 2018, Cross-Complainant Hopkins bought the  
2 residential unit with the following address: 3343 Rowena Ave., LA 90027. It is the fourth unit  
3 located directly behind the Wells Unit.

4   D.    WELLS' REFUSAL TO ABIDE BY AND COMPLY WITH THE 2016 LOS ANGELES  
5 SUPERIOR COURT JUDGMENT AND ORDERS

6           28.    WELLS' BREACHES BEFORE ENTRY OF JUDGMENT IN 2016:

7           Cross-Defendant Wells holds the erroneous belief that he is the only "permanent owner"  
8 of the entire Rowena Lofts community and that all other owners are "temporary". Contrary to  
9 the CC&Rs and in direct disregard of the five (5) other Rowena Loft owners, Wells sought to  
10 exert control of common areas, easements and decisions, which required majority consensus of  
11 the owners, through years of harassment, intimidation, threats and destructive acts. The areas  
12 affected included the hardscaping and landscaping in front of the development and parkway, the  
13 irrigation system for the entire development, the pedestrian walkways, access gates, parking  
14 garage and trash area. Wells also changed the address signage at the front of the community to  
15 only reflect his address, excluding all others.

16           29.    Additionally, Wells and the Schiambergs have consistently refused to pay any  
17 monthly maintenance or "HOA" fees as set forth in the CC&Rs since 2012 when they  
18 purchased their unit.

19           30.    2016 JUDGMENT ENJOINING WELLS FROM INTERFERING WITH  
20 OTHER UNIT OWNERS' RIGHTS: In or about 2015, the five (5) other Rowena Loft owners  
21 prevailed in binding arbitration initiated by Cross-Defendant Wells. The arbitrator ruled in  
22 favor of the other Rowena Loft owners and against Wells on each and every claim.  
23 Accordingly, the Honorable Ernest M. Hiroshima, presiding in Department 54 of the Los  
24 Angeles Superior Court, entered the Confirmation of Arbitration Award and Judgment on  
25 September 30, 2016 ("2016 Judgment"). A true and correct copy of said Judgment, Case No.  
26 BS162671, is attached hereto as Exhibit 3. On November 14, 2016, Abstracts of Judgment  
27 were duly recorded against the Wells Lot with the Los Angeles County as Instrument Numbers  
28



2016-1422312, 2016-1422313, 2016-1422314, 2016-1422315, 2016-1422316 and again on September 22, 2017, as Instrument Number 2017-1091290. Since then, four (4) out of five (5) of the other Rowena Loft owners sold their properties - in large part due to Wells' complete disregard and failure to comply with any aspect of the Judgment and his ongoing destructive actions and criminally violent threats. This litigation pertains to the five (5) current Rowena Loft owners.

31. The 2016 Judgment enjoins Wells from:

- interfering with the owners right to post their address - "the Address Sign (street numbers) that Wells is ordered to pay the other homeowners the sum of \$1,048.00 for the cost of moving back the address sign to its original condition." (hereinafter "Street Address Injunction")
- "interfering with the legitimate use by the other owners of the Pedestrian Promenade Easement from the street to all residences as set forth in Section 1.1.5.3 of the CC&Rs and related provisions". (hereinafter "Pedestrian Injunction")
- interfering with the landscaping - "the majority of the homeowners have the right, duty and obligation to maintain, manage, operate, repair, and/or replace the landscaping on Lot 1 as a part of the Easement Maintenance Areas as provided by the CC&Rs . . . [Wells] is enjoined from interfering with the maintenance of said landscaping by the owners." (hereinafter "Landscaping Injunction")
- interfering with the Primary Pedestrian Security Gate - "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 with any such modifications." (hereinafter "Gate Injunction")
- interfering with the City Parkway - "Wells is ordered to comply with the CC&Rs as it relates to the landscaping, maintenance and signs on the City Parkway and not modify landscaping or irrigation in the Easement Maintenance Areas." (hereinafter "Park Injunction")

1           32.     2016 JUDGMENT ORDERING WELLS TO PAY MONTHLY

2     MAINTENANCE FEES: The 2016 Judgment provides that “Wells is ordered to pay the unpaid  
3 fees of \$6,748.19, plus \$350.00 per month for each month after January 2016 for a total of  
4 \$8,498.19 through June of 2016, together with interest if applicable, per the CC&Rs.”  
5 (hereinafter “Monthly Fees”)

6           33.     2016 JUDGMENT AWARDING DAMAGES, COSTS, AND ATTORNEY FEES  
7     TO OTHER OWNERS: The 2016 Judgment awards a total \$115,016.19 in damages, costs, and  
8 attorney fees payable by Wells to the other owners (hereinafter “Unpaid Judgment”).

9     D.     WELLS’ CONTINUING BREACHES, THREATS OF VIOLENCE, AND OTHER  
10     CONTINUING ACTS OF NUISANCE

11           34.     THREATENED VIOLENCE IF ANYONE USES THE COMMON AREAS:  
12 Since 2016, Wells has refused to abide by the 2016 Court’s orders in every respect and, instead,  
13 continues his belligerence over the community areas; threatening mayhem and violence against  
14 anyone that dares to interfere. In addition to his contempt of this Court’s orders, Wells  
15 continuing actions violate Rowena Lofts’ CC&Rs, including paragraph 1.1.5 (Description of  
16 Easements), Article 2 (Rights and Obligations to Owners of Non-Exclusive Easements), and  
17 Article 3 (Rights and Obligations of Owners to Maintain Easements) (“Governing  
18 Documents”).

19           35.     On January 11, 2018, Wells sent a letter to new unit owners with the following  
20 language:

21           “I am Skyler Well, the owner of 3345 1/2 Rowena Avenue . . . during my  
22 lifetime, which I expect to be another 50-60 years. . . I will never sell or transfer  
23 ownership of my property/lot. In January - April 2018, I am maintaining the  
24 entire exterior of my property/lot . . . I will complete maintenance of the entire  
25 exterior of my property . . . without interference and without exception as I have  
26 done since December 2012.”  
27  
28

1 “I am a registered gun and stun gun owner and will use these weapons according  
2 to the applicable laws to protect myself and my entire property/lot.”  
3

4 “Again I am a registered gun and stun gun owner and will use these weapons  
5 according to the law to protect myself and my entire property/lot. The handling  
6 of any weapon of deadly force, or tool which resembles in any manner a weapon  
7 of deadly force, by a person other than myself on my property/lot will be met  
8 with self-defense use of my gun and/or stun gun.”  
9

10 “2018, and every year thereafter . . . can be a battle at Rowena Lofts which no  
11 other property owner at Rowena Lofts will win.” Exhibit 4 is a true and correct  
12 copy of the letter delivered by Wells to “Rowena Lofts Property Owner”, dated  
13 January 11, 2018.

14 36. VIOLENT THREATS BY WELLS OVER LANDSCAPING MAINTENANCE:

15 Wells has regularly interfered with other unit owners abilities to maintain the community  
16 landscaping in violation of the Landscaping Injunction and the Governing Documents. For  
17 example, in an email sent on Wells’ behalf on October 22, 2019, Wells threatened  
18 Cross-Complainant over trimming branches from a cactus overhanging onto the pedestrian  
19 walkway:

20 “I control the pedestrian promenade directly in front of this Euphorbia cactus . . .  
21 You and your contractors have no right to destroy my property. I purchased,  
22 planted, watered, fed and loved this Euphorbia cactus for 7 years and last week  
23 your contractor chopped off 30% of this living property of mine. How would  
24 you feel if I chop off the arm of your living child, sibling or parent? By  
25 trespassing on my property and chopping off the arm of my living property, you  
26 have given me the right to trespass on your property and destroy \$3,000 worth of  
27 your living or not living property. I believe in an eye for an eye, therefore expect  
28

1 this retribution because I guarantee it will happen.” Exhibit 5 is a true and  
2 correct copy of the email sent on Wells’ behalf to Cross-Complainant, dated  
3 October 22, 2019.

4 37. BLOCKING PEDESTRIAN WALKWAY WITH DEBRIS, TRASH AND  
5 BROKEN GLASS: In violation of the Pedestrian Injunction and the Governing Documents,  
6 Wells regularly and recklessly blocks the pedestrian walkway by piling trash directly on the  
7 path so other unit owners and their guests cannot access their units. Wells has also smashed  
8 glass jars on the easements and walkways, in close proximity to other unit owner doors and  
9 windows and in the parking garage area creating dangerous and hazardous conditions.

10 38. ACCUMULATING PILES OF DEBRIS AND TRASH: Rotting refuse is a  
11 regular source of nuisance created by Wells. Wells often refuses to place his trash in the  
12 designated area so that it can be regularly picked up by sanitation services. Instead, he piles  
13 garbage bags and cardboard boxes outside his unit creating a sanitation hazard. As a result, the  
14 other Rowena Loft owners have had to hire private sanitation services to remove Wells’ trash  
15 and debris. This is in violation of the Governing Documents.

16 39. REFUSAL TO INCLUDE OTHER UNIT OWNERS’ ADDRESSES: Wells has  
17 refused to restore the address signage so that all owners’ addresses are listed and visible from  
18 Rowena Avenue. This is in violation of the Street Address Injunction and the Governing  
19 Documents.

20 40. REFUSAL TO PAY MONTHLY FEES: Since 2012, Wells and the Schiambergs  
21 have consistently refused to pay any monthly maintenance fees in violation of the Monthly Fees  
22 order and the Governing Document [see paragraphs 3.1 and 3.4]. As a result, the other Rowena  
23 Lofts owners have been forced to forgo some property maintenance and improvements that  
24 would have otherwise been accomplished had the Cross-Defendants paid their fair share for  
25 common expenses.

26 41. WELLS’ DECEMBER 2020 TERRORIST THREAT TO “DESTROY ROWENA  
27 LOFTS”: On December 28, 2020, Wells sent an extremely threatening email to Hopkins,  
28

1 another (former) unit owner, Brandon Cohen, and the development's property managers, over  
2 an alleged water intrusion issue, in violation of the Governing Documents [see paragraph 4.4.4  
3 prohibiting "offensive activity . . . which may be, or may become, an annoyance or nuisance to  
4 the neighborhood, or which shall in any way obstruct or interfere with the rights or quiet  
5 enjoyment of each the Owners of his respective Lot . . . ]:

6 "All Rowena Lofts "Responsible Owners: from 2012 - present will be defendants  
7 in the \$1,500,000 lawsuit for negligence to maintain the sewer pipe located on an  
8 easement under Lot #1 (3345 1/2 Rowena Avenue, Los Angeles, CA 90027). I  
9 will financially destroy Rowena Lofts, Rowena HOA, Rowena Lofts  
10 "Responsible Owners" from 2012 - present, and Allstate HOA Management. In  
11 addition to legal justice, I will get personal justice on all Rowena Lofts  
12 "Responsible Owners" from 2012 - present. I suggest you obtain an attorney and  
13 a bodyguard." Exhibit 6 is a true and correct copy of Wells' email, dated  
14 December 28, 2020.

15 42. Concerned with Wells' escalating personal threats of violence and potential harm  
16 to persons in the community, Cross-Complainant Hopkins and other Rowena Loft owners  
17 reported the matter to the Los Angeles Police Department in or around January, 2021.

18 43. Cross-Complainant Hopkins and other unit owners are constantly on guard, in an  
19 effort to avoid dangerous (and potentially violent) confrontations initiated by Wells' erratic,  
20 menacing behavior. Most recently, Wells verbally threatened another Rowena Lofts owner and  
21 film crew for using a common easement by his unit and destroyed another unit owner's security  
22 cameras with a baseball bat.

23 44. In February, 2022, Wells filed the instant lawsuit against Hopkins and  
24 Responsible Owner Jay Dyckman over alleged damage he claimed to have suffered due to a  
25 plumbing issue. At the time of the purported incident, Wells refused to allow  
26 Cross-Complainant or other unit owners access to inspect any alleged damage to his property  
27 nor would he provide any evidence of any alleged damage.  
28

V. **FIRST CAUSE OF ACTION**

BREACH OF CONTRACT (CC&RS)

(Against All Cross-Defendants)

45. Cross-Complainant incorporates and re-alleges each of the paragraphs set forth above as though fully set forth herein.

46. California Civil Code Section 1354 (a) provides,  
“The covenants and restrictions in the declaration shall be enforceable equitable servitudes, unless unreasonable, and shall inure to the benefit of and bind all owners of separate interests in the development. Unless the declaration states otherwise, these servitudes may be enforced by any owner of a separate interest or by the association, or by both.”

47. Cross-Complainant is a designated Responsible Owner and owner of a separate interest and brings this Cross-Complaint against Cross-Defendants to enforce the equitable servitudes set forth in the CC&Rs as amended (“Governing Documents”).

48. **EXCLUSION OF THIS ENFORCEMENT ACTION FROM ALTERNATIVE DISPUTE RESOLUTION UNDER CIVIL CODE SECTION 1369.560(a) - NO CERTIFICATE REQUIRED:** Cross-Complainant is not required to demand or to complete alternative dispute resolution prior to filing this Cross-Complaint because (1) This is a cross-complaint and, therefore, does not constitute an “enforcement action” falling under Civil Code section 1369.510(a)-(b); and (2) This Action involves a claim for monetary damages in excess of \$5,000. Civil Code 1369.520(a). Additionally, under Sections 3.2.1. and 5.2 of the 2019 Amended CC&Rs, the Responsible Owner is empowered to bring collection actions and actions to abate nuisances in Superior Court. See Exhibit 2.

49. Cross-Defendants, through the actions of Cross-Defendant Wells, as described herein, have breached the covenants of the Governing Documents as described in above. Moreover, Cross-Defendants Schiamberg, as co-owners, have failed to reasonably manage the

Wells Lot in a manner consistent with the Governing Documents - thereby breaching the CC&Rs.

50. Since recording/purchase of the Wells Lot in 2012, Cross-Defendants Schiambergs have had constructive notice of the CC&Rs. Moreover, since the recording of the 2016 Judgment, Schiambergs have been on constructive notice of the following:

- Outstanding maintenance fees;
- Co-owner Wells' interference with five (5) neighboring property owners' quiet enjoyment of their property;
- 2016 court order to Wells to abate his acts of nuisance, to restore the common easements to their previous condition, and to pay outstanding maintenance fees.

51. Additionally, since at least March, 2020, the Schiambergs have had actual notice, by way of written notices of outstanding maintenance fees delinquencies and landscaping issues.

52. Cross-Complainant seeks injunctive relief prohibiting each and every Cross-Defendant from violating the covenants and restrictions set forth in the Governing Documents. This includes an order to manage the Wells Lot in a reasonable manner that is consistent with the Governing Documents, including abating criminal acts and nuisance on the Wells Lot.

53. Cross-Complainant seeks an order for each of the Cross-Defendants to comply with the 2016 Street Address, Pedestrian, Landscaping, Gate, and Park Injunctions [see Paragraphs 30-31 above] and to restore the common easements as previously mandated by Court order.

54. Cross-Complainant seeks a monetary Judgment against the Cross-Defendants, jointly and severally, sufficient to reimburse the current five (5) Rowena Lofts Owners for monthly fees they have paid, on behalf of the Wells Lot, during the five (5) years immediately preceding the filing of this Cross-Complaint [Wells Lot share is \$340/month], plus interest, costs and attorney's fees.

1           55. Cross-Complaint seeks a Judgment ordering Cross-Defendants to pay Monthly  
2 Fees, in accordance with the Governing Documents, in a timely manner until none of the  
3 Cross-Defendants have any ownership interest in the Wells Unit.

4           56. Cross-Complaint seeks an award of costs incurred for prosecuting this  
5 Cross-Complaint and for attorney fees and costs pursuant to Civil Code section 1354(c) and the  
6 Governing Documents.

7                           **VI. SECOND CAUSE OF ACTION**

8                                   **PREMISES LIABILITY**

9                                           (Against All Cross-Defendants)

10           57. Cross-Complainant incorporates and re-alleges each of the paragraphs set forth  
11 above as though fully set forth herein.

12           58. At all times relevant herein, each of Cross-Defendant Wells and Schiambergs, as  
13 joint tenants, owned and controlled the Wells Lot. Wells occupied the Wells Lot.

14           59. At all times relevant herein, Cross-Defendants Wells and Schiambergs were  
15 negligent in the use or maintenance of the Wells Lot as described in this Cross-Complaint.

16           60. Since 2012, Cross-Defendants, as property owners, have an ongoing duty to the  
17 five (5) neighboring property owners to manage the Wells Lot in a reasonable manner. This is  
18 particularly the case since all six (6) lots are governed by the same CC&Rs and share a number  
19 of common easements. "The owner of premises is under a duty to exercise ordinary care in the  
20 management of such premises in order to avoid exposing persons to an  
21 unreasonable risk of harm. A failure to fulfill this duty is negligence." *Brooks v.*  
22 *Eugene Burger Management Corp.* (1989) 215 Cal.App.3d 1611, 1619.

23           61. Further, Cross-Defendants Schiambergs have an ongoing duty to inspect the  
24 property for dangerous conditions - including that their son is in possession of the Wells Lot  
25 and has damaged property and threatened others with bodily injury. Even if Wells has been in  
26 continuous possession of the Wells Lot, this duty was not/is not mitigated because each of the  
27 Schiambergs is equally entitled to share in the possession of the entire property, and neither can  
28 exclude the other from any part of it. See *Swartzbaugh v. Sampson* (1936) 11 C.A.3d 451, 454;  
*Munkdale v. Giannini* (1995) 35 C.A. 4th 1104, 1114. [This is as opposed to a landlord/tenant



1 situation wherein the tenant has rights of possession that might prohibit the landlord from  
2 gaining knowledge of a possible danger.]

3 62. Since at least 2016, Cross-Defendants Schiambergs have been on constructive  
4 notice of the 2016 Judgment because these documents were duly recorded against the Wells  
5 Lot with the Los Angeles County Recorder. “‘Constructive’ knowledge exists when a person  
6 is deemed in the eyes of the law to be aware of a fact, either because (1) . . . or (2) the fact is  
7 contained in a document that has been ‘recorded as prescribed by law’”. *First Bank v. East*  
8 *West Bank* (2011) 199 Cal.App.4th 1309, 1314; CA Civ. Code, § 1213 [providing that a  
9 recorded document “is constructive notice of the contents thereof”].

10 63. Thus, at least in 2016, the Schiambergs were put on constructive notice of the  
11 following:

- 12 • Outstanding maintenance fees;
- 13 • Co-owner Wells’ interference with five (5) neighboring properties’ quiet  
14 enjoyment of their property;
- 15 • 2016 court order to Wells to abate his acts of nuisance, to restore the common  
16 easements to their previous condition, and to pay outstanding maintenance fees.

17 64. Nevertheless, the Schiambergs did nothing to ensure that the 2016 Judgment was  
18 followed. As co-owners with full rights of control, management, and possession of the Wells  
19 Lot, Schiambergs had remedies available to them to reasonably manage the Wells Lot.

20 65. As a result of Cross-Defendants negligence, Cross-Complainant Hopkins and  
21 owners of each of the other five (5) neighboring properties have been harmed as described  
22 herein, including but not limited to:

- 23 • They have lost their right to quietly enjoy, access and, to possess,  
24 common easements for landscaping, walking, accessing their front  
25 door/garage, signage;
- 26 • They have suffered emotional distress due to threats of physical and  
27 armed violence and financial ruin;
- 28 • They have had to pay for Cross-Defendants water, trash, common  
easement maintenance fees, insurance and other expenses;

- They have been forced to incur expenses to bring/defend suit to protect their rights in an amount to be determined at trial; and
- They have suffered from a diminution in property values in an amount to be determined at trial.

66. Each of Cross-Defendants' negligence was a substantial factor in causing harm to Cross-Complainant and to the owners of the five (5) other Rowena Loft properties in amounts to be determined at trial.

## **VII. THIRD CAUSE OF ACTION**

### **PRIVATE NUISANCE**

(Against All Cross-Defendants)

67. Cross-Complainant incorporates and re-alleges each of the paragraphs set forth above as though fully set forth herein.

68. At all times relevant herein, Cross-Complainant was a designated Rowena Lofts Responsible Owner and owner of the Hopkins Unit.

69. As described in paragraphs 34-43 above, Cross-Defendant Wells, by acting or failing to act, created conditions or permitted conditions to exist that were indecent or offensive to the senses and/or were an obstruction to the free use by the other Rowena Lofts owners and common areas so as to interfere with Cross-Complainant and other Rowena Lofts owners' comfortable enjoyment of life and property.

70. Cross-Defendant Wells' conduct in acting or failing to act as described herein was intentional; or in the alternative, unreasonable, negligent, and reckless.

71. As set forth in paragraphs 57-66 above, Cross-Defendants David Schiamberg's and Marilyn Schiamberg's conduct, as co-owners of the Wells Unit, was unreasonable, negligent, and reckless. As legally responsible co-owners of the Wells Unit, the Schiambergs knew, or should have known, of Wells' intentionally dangerous and threatening actions and activities over a period of many years and, accordingly, had a duty to the other Rowena Lofts owners to prevent further harm and interference by Wells. The Schiambergs' failure to act, address, curtail or intervene in any manner whatsoever to restrain Wells' continuing menacing

1 behavior allowed Cross-Defendant Wells to continue his acts of nuisance, as described herein,  
2 unabated and to substantially interfere with Cross-Complainant and other Rowena Lofts  
3 owners' comfortable enjoyment of life and property.

4 72. An ordinary person would reasonably be annoyed or disturbed by  
5 Cross-Defendant's Wells' conduct, and Cross-Defendants' Schiambergs' failure to take any  
6 action to abate or curtail Wells' conduct, as described herein.

7 73. Cross-Defendants' conduct also violates 4.4.4 of the CC&Rs [See Exhibit 1]  
8 which provides:

9 "Nuisance. No noxious or offensive activity shall be carried on (i) in any  
10 Lot, (ii) in any part of the Project [Rowena Lofts] . . . nor shall anything be  
11 done thereon which may be, or may become, an annoyance or nuisance to  
12 the neighborhood, or with shall in any way obstruct or interfere with the  
13 rights or quiet enjoyment of each of the Owners of his respective Lot . . .".

14 74. Cross-Complainant and the other Rowena Lofts owners did not consent to  
15 Cross-Defendants' conduct and were substantially harmed in an amount to be determined at  
16 trial pursuant to Civil Code §§ 3479 and 3481. As a result, Cross-Complainant and the other  
17 Rowena Lofts owners' collective property values have been adversely impacted;  
18 Cross-Complainant and the other Rowena Lofts owners have been deprived of the quiet  
19 enjoyment of their life and property; Cross-Complainant and the other Rowena Lofts owners  
20 have incurred expenses associated with covering Cross-Defendant Well's refusal to pay  
21 Monthly Fees or to maintain his trash, or to refrain from throwing obstacles on pathways, at  
22 doors, and windows.

23 75. As a further direct and legal result of the wrongful acts, Cross-Complainant and  
24 the other Rowena Lofts property owners seek the recovery of emotional distress and punitive  
25 and exemplary damages against Cross-Defendants.

26 76. Further, Cross-Complainant seeks an injunction order requiring Cross-Defendants  
27 to abate the nuisances described herein and to refrain from conduct constituting the complaints  
28

1 of nuisances in the future. This may include, but is not limited to, an order that  
2 Cross-Defendants Schiambergs avail themselves of a partition action to ensure that co-owner  
3 Wells stops his interference of common easement rights and threats of violence.

#### 4 **VIII. FOURTH CAUSE OF ACTION**

##### 5 **DECLARATORY RELIEF**

6 (Against All Defendants)

7 77. Cross-Complainant incorporates and re-alleges each of the paragraphs set forth  
8 above as though fully set forth herein.

9 78. Under California Code of Civil Procedure § 1060, et seq., the Court may declare  
10 rights, duties, statuses, and other legal relations, regardless of whether further relief is or could  
11 be claimed.

12 79. As set forth herein, an actual controversy has arisen between Cross-Complainant  
13 and Cross-Defendants as to their respective rights and duties under the 2012 CC&Rs, 2016  
14 Judgment, and 2019 Amended CC&Rs (“Governing Documents”). Cross-Complaint believes  
15 that Cross-Defendants are bound by the Governing Documents in the manner described herein;  
16 on the other hand, Cross-Defendants do not believe that they are bound by them - as evidenced  
17 by their failure to abide by them.

18 80. Resolution of the parties’ respective rights and duties under the Governing  
19 Documents by declaration of the Court is necessary, as there exists no adequate remedy at law.  
20 These documents will continue to govern the relationships related to the Rowena Lofts  
21 properties going forward and will impact present and future property owners.

#### 22 **IX. PRAYER FOR RELIEF**

23 WHEREFORE, Cross-Complainant prays for judgment against each of the  
24 Cross-Defendants, jointly and severally, as follows:

25 A. For a declaration adopting each of Cross-Complainant’s contentions set forth in  
26 the above Cause of Action for Declaratory Relief;  
27  
28

1 B. An injunction prohibiting each and every Cross-Defendant from violating the  
2 covenants and restrictions set forth in the Governing Documents. This includes managing the  
3 Wells Lot in a reasonable manner that is consistent with the Governing Documents, including  
4 abating criminal acts and nuisance on the Wells Lot;

5 C. An order directing each Cross-Defendant to comply with the 2016 Street Address,  
6 Pedestrian, Landscaping, Gate, and Park Injunctions and to restore the common easements as  
7 previously mandated by the Court;

8 D. A judgment reimbursing the current five (5) other property owners for monthly  
9 fees they have paid, on behalf of Co-Defendants, for the five (5) years immediately preceding  
10 the filing of this Cross-Complaint [Wells' Lot share is \$340/month], plus interest, costs and  
11 reasonable attorney's fees;

12 E. An order directing Cross-Defendants to pay Monthly Fees, going forward, in  
13 accordance with the Governing Documents, in a timely manner, until none of the  
14 Cross-Defendants have any ownership interest in the Wells Unit;

15 F. A monetary judgment for compensatory damages to each of the current Rowena  
16 Loft Owners under Causes of Action for Breach of CC&Rs, Premise Liability and Nuisance;

17 G. For exemplary and punitive damages in an amount to be determined at trial;

18 H. For Cross-Complainant's costs of suit;

19 I. For Cross-Complainant's reasonable attorney's fees incurred in this action  
20 pursuant to statute and Governing Documents, as amended;

21 J. For prejudgment interest on all other interest to which Cross-Complainant is  
22 entitled; and

23 K. For such other relief as the Court may deem proper.

24 Dated: August 1, 2022

25 */s/ Emma D. Enriquez*

26 \_\_\_\_\_  
27 Emma D. Enriquez  
28 Attorneys for Defendant/Cross-Complainant,  
CAMERON HOPKINS

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Dated: August 1, 2022

Emma D. Enriquez  
Attorneys for Defendant/Cross-Complainant,  
CAMERON HOPKINS

# EXHIBIT 1

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**AND RESERVATION OF EASEMENTS**

**FOR**

**ROWENA LOFTS**

**(Tract No. 63131)**

**A Residential Community**

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**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:

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.



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 (1/6<sup>th</sup>) of the total costs of such

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 (1<sup>st</sup>) 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 (1/6<sup>th</sup>) 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.

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

## 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

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



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).

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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

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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.

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**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.

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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

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.

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



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-striped, 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

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.

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

IN WITNESS WHEREOF, the undersigned, has executed this Declaration on this 1st day of February, 2012.

**"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.**

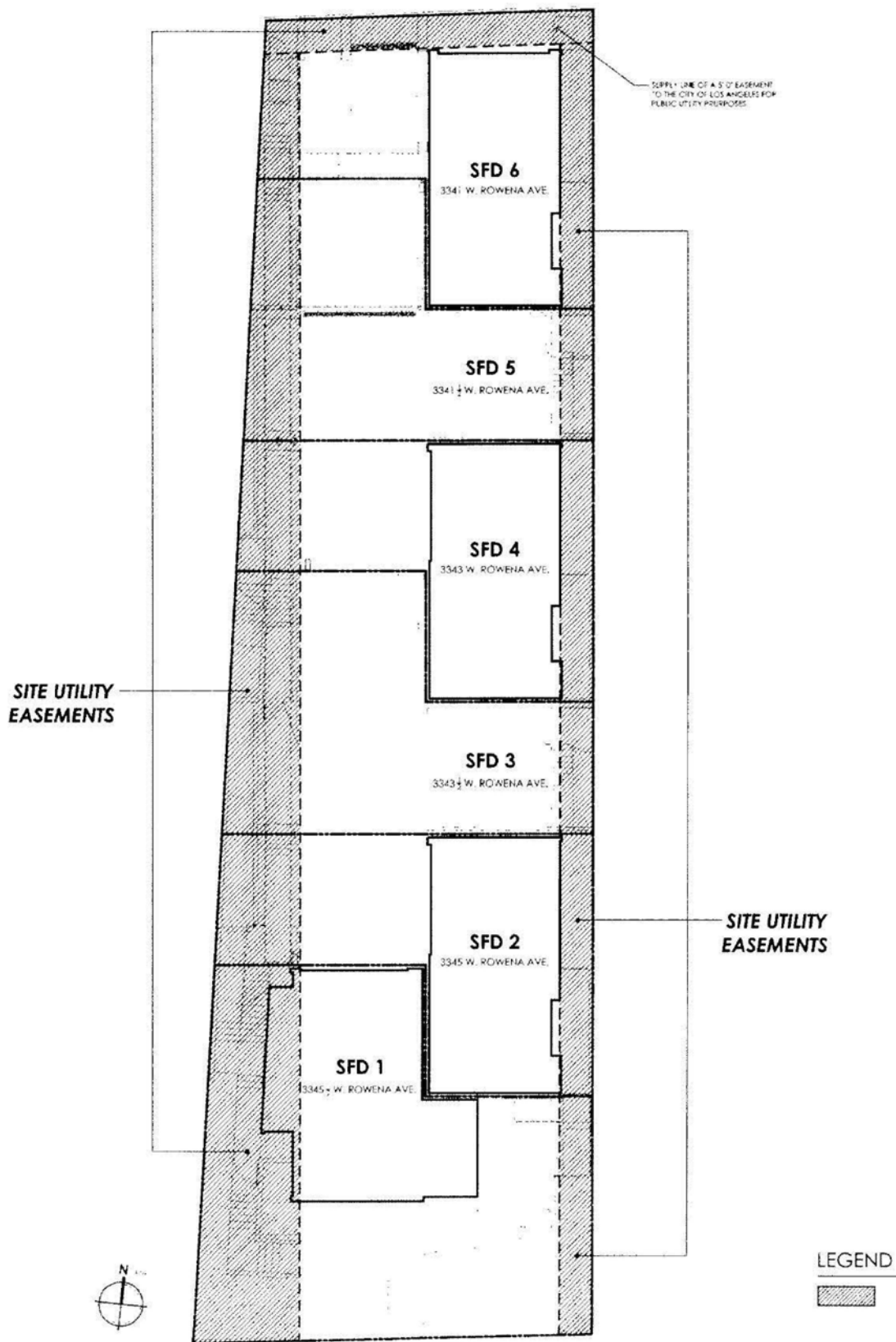
WITNESS my hand and official seal.

Signature Erica Rose McNeill (Seal)



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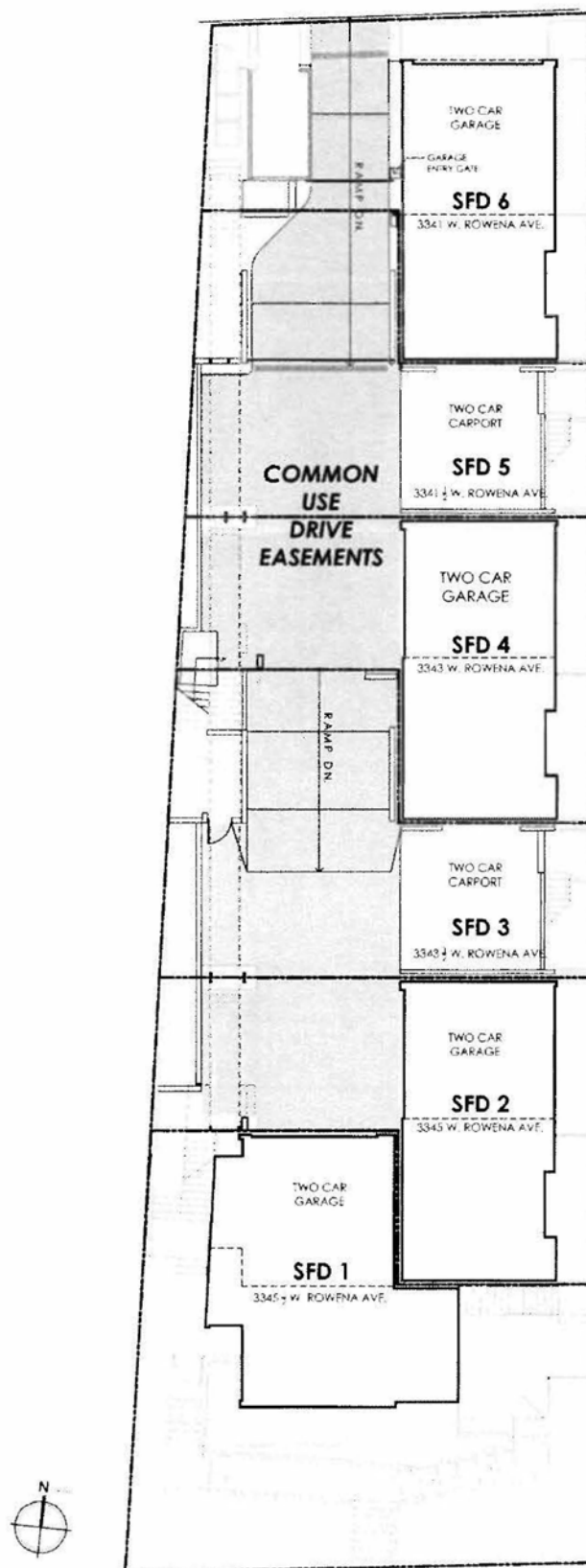
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**EXHIBIT "A"**  
SITE UTILITY EASEMENTS

00108





LEGEND

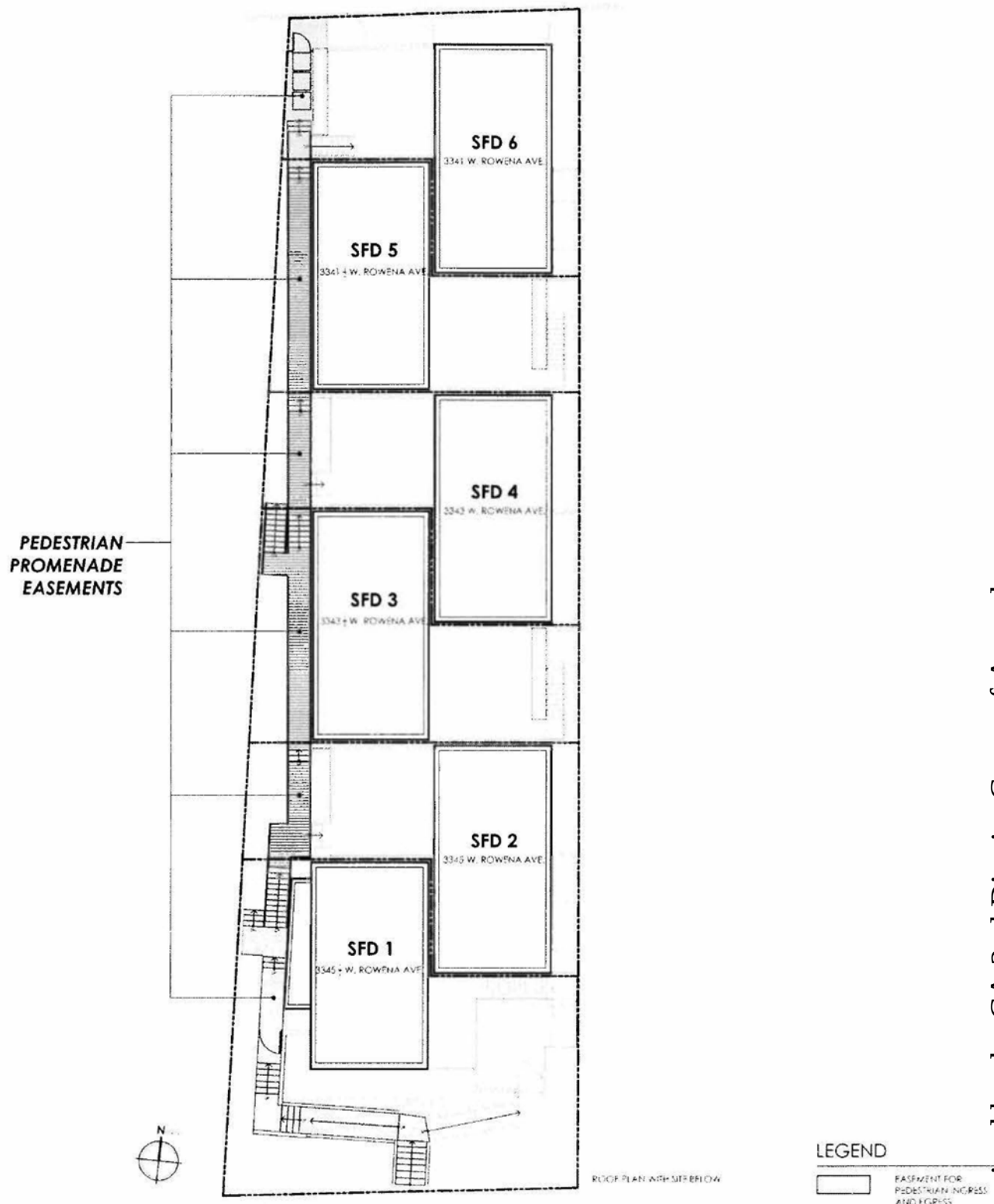
 EASEMENT FOR VEHICULAR INGRESS AND EGRESS

**EXHIBIT "B"**

COMMON USE DRIVEWAY EASEMENTS

00109

30



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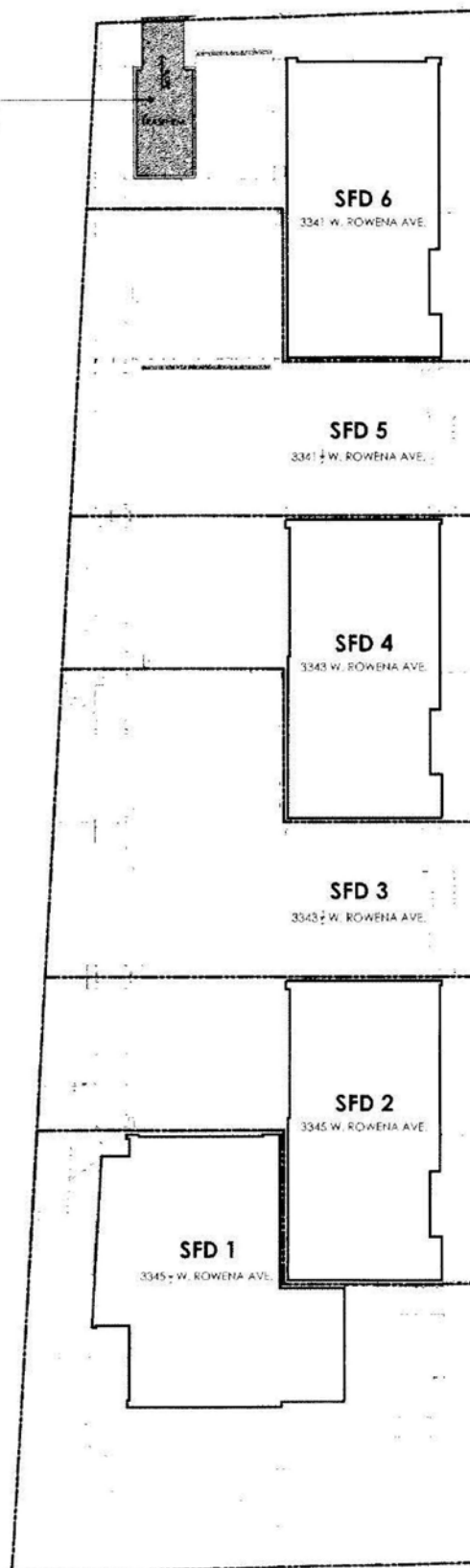
# EXHIBIT "C"

PEDESTRIAN PROMENADE EASEMENTS

00110

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TRASH AREA  
EASEMENTS



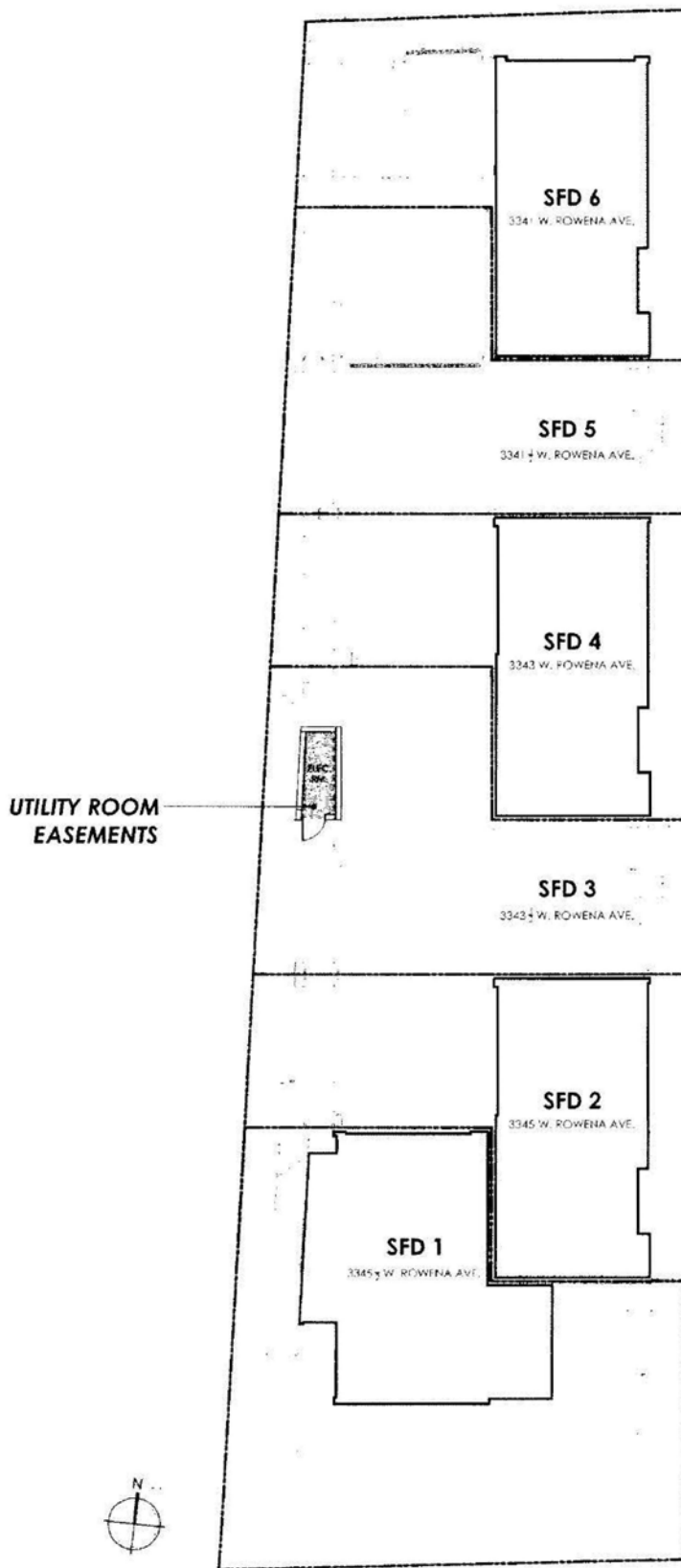
LEGEND



EASEMENT FOR TRASH  
DISPOSAL AND  
STORAGE INGRESS AND  
EGRESS

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37



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# EXHIBIT 2

*Rowena Loftis*

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**20191434431**



Pages:  
0010

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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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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.

**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 (1/6<sup>th</sup>) 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 (1/6<sup>th</sup>) 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 (2/3<sup>rd</sup>) of the Owners at a meeting of the Owners under Section 5.2 hereof.

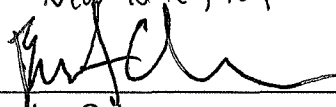
Section 5.4 shall be amended to read as follows in its entirety: "In the event of a dispute between an Owner and another Owner or Responsible Owners acting as agents of the Owners, relating to enforcement of this Declaration, excluding actions for collection of pro rata shares of expenses assessed to 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.

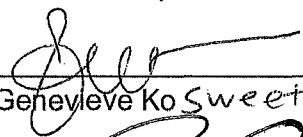
I declare under penalty of perjury according to the laws of the State of California that the foregoing is true and correct. Executed in Los Angeles, California on September \_\_, 2019.

New York, NY

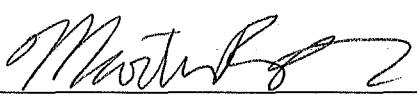
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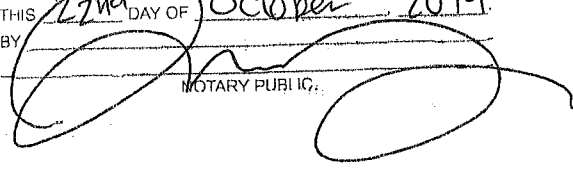
  
Brandon Cohen

  
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

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On November 5, 2019 before me, Lusine Babakhanyan, Notary Public  
(Here insert name and title of the officer)

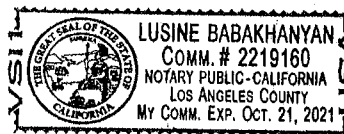
personally appeared Genevieve Kosweet, Jay Dyckman,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Certificate of First Amendment  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 11/05/19

### CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On November 5, 2019 before me, Lusine Babakhanyan, Notary Public,  
(Here insert name and title of the officer)

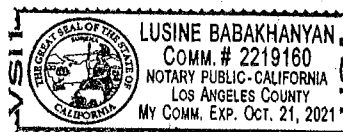
personally appeared Brandon Cohen, Cameron Hopkins,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 Public Signature \_\_\_\_\_

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Certificate of First Amendment

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 11/05/19

### CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ New York  
County of New York

On 17<sup>th</sup> of December 2019 before me, David M Zidek Jr.  
(Insert Name of Notary Public and Title)  
personally appeared Martin Taiyong Park

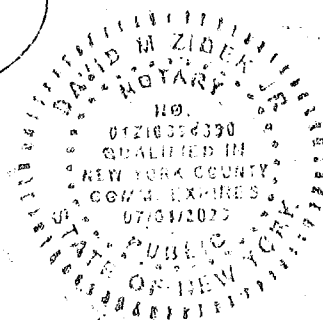
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Signature \_\_\_\_\_ (Seal)

DAVID M ZIDEK JR  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01ZI6394330  
Qualified in New York County  
My Commission Expires 07-01-2023



00123

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

# EXHIBIT 3



**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  
Fax: (310) 207-2115

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 B. 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

9/30/2016

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.

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 | <b>Total</b>                   | <b>\$115,016.19</b>                                      |

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

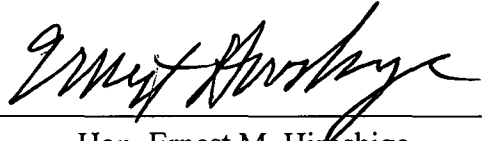
1 Judgment Amount of \$115,016.19 is payable by Wells to Petitioners as follows:

- 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

  
16 Hon. Ernest M. Hiroshige  
17 Judge of the Superior Court  
18  
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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

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

10/28/2016

# EXHIBIT 4



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 restrained. 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.

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

00133

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

# EXHIBIT 5



## 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.

# EXHIBIT 6

---

## 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.

**FILED**  
Superior Court of California  
County of Los Angeles

12/26/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Aguilar Deputy

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

Attorney for Plaintiff  
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]

) **PLAINTIFF SKYLER WELLS FOURTH**  
) **AMENDED COMPLAINT FOR:**

) **1. BREACH OF CC&Rs**  
) **2. NEGLIGENCE**  
) **3. NEGLIGENT INFLICTION OF**  
) **EMOTIONAL DISTRESS**  
) **4. PRIVATE NUISANCE**

) **DEPT: 36**

) **JUDGE: Hon. Wendy Chang**

**COMPLAINT**

COMES NOW PLAINTIFF SKYLER WELLS and hereby allege against Defendants as follows:

**GENERAL ALLEGATIONS**

1 1. Skyler Wells ("Wells or "Plaintiff"), is an individual, owner, and resident of real property  
2 located at 3345 1/2 Rowena Avenue, Los Angeles, California 90027.

3 2. Real property located at 3345 1/2 Rowena Avenue, Los Angeles, California 90027,  
4 hereafter "Subject Property".

5 3. The Subject Property is located within Rowena Lofts common interest development,  
6 which is a gated community with six real properties, hereafter "Subject Community".

7 4. The Subject Community has six lots, including Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot  
8 6, whereby each lot is represented as an Owner, hereafter "Each Owner", collectively, hereafter "All  
9 Owners".

10 5. Defendant, Cameron Hopkins, is an individual with principal residence located at 388  
11 Brentwood Avenue, Ventura, California 93003, hereafter "Hopkins".

12 6. Defendant, Jay Dyckman, is an individual with principal residence located at 3341  
13 Rowena Avenue, Los Angeles, California 90027, hereafter "Dyckman".

14 7. Hopkins, and Dyckman collectively, hereafter "Defendants".

15 8. On October 25, 2012, Wells entered into a purchase agreement for the Subject Property  
16 at which time Wells received Covenants, Conditions & Restrictions, which govern the Subject  
17 Community, hereafter "CC&Rs". A true and correct copy of the CC&Rs to be performed in Los  
18 Angeles County, California is hereto attached as Exhibit "A" and incorporated herein.

19 9. On or around December 2012, Wells purchased the Subject Property, which is Lot 1 in  
20 the Subject Community, hereafter "Lot 1 Owner".

21 10. On or around March 2018, Hopkins purchased Lot 4 in the Subject Community  
22 hereafter "Lot 4 Owner".

23 11. On or around November 2018, Dyckman purchased Lot 6 in the Subject Community  
24 hereafter "Lot 6 Owner".

25 **COMMON INTEREST DEVELOPMENT**

26 12. The CC&Rs are subject to the Davis-Stirling Act because the Subject Community is a  
27 Common Interest Development ("CID").



1           13. The Subject Community is a CID because the Subject Community is a Planned Unit  
2 Development (“PUD”), and a PUD is a type of CID.

3           14. Wells FHA Loan # 3000142230 for the Subject Property has a FHA Planned Unit  
4 Development Rider, which states:

5           “The Property is part of a planned unit development (“PUD”) known as: Rowena Lofts”  
6 A true and correct copy of the FHA Planned Unit Development Rider filed in Los Angeles County,  
7 California is hereto attached as Exhibit "B" and incorporated herein.

8           15. The Property Uniform Residential Appraisal Report prepared on November 27, 2012 for  
9 the Subject Property by Joseph Kwon, a Certified Residential Real Estate Appraiser, and associated  
10 with FHA Case # 197-6247233, is marked with an “X” next to “PUD” signifying the Subject  
11 Property is part of a PUD, and “199” next to “HOA \$” with an “X” next to “per month” signifying  
12 the Subject Property has a \$199 per month HOA fee. A true and correct copy of the Uniform  
13 Residential Appraisal Report prepared in Los Angeles County, California is hereto attached as  
14 Exhibit "C" and incorporated herein.

15           16. Pursuant to the Davis-Stirling Act at California Civil Code § 4100:

16                   “‘Common interest development’ means any of the following:

- 17                           (a) A community apartment project.
- 18                           (b) A condominium project.
- 19                           (c) A planned development.
- 20                           (d) A stock cooperative”

21           17. Pursuant to the Davis-Stirling Act at California Civil Code § 4175:

22                   “A planned development (or “PUD”) has either or both of the following:

- 23                           (a) common area that is owned by the association or by the property owners  
24 in common, and/or
- 25                           (b) common area and an association that maintains the common area with the  
26 power to levy and collect assessments.”

27           18. Pursuant to the Davis-Stirling Act at California Civil Code § 4800:

1 "A common interest development shall be managed by an association that may be  
2 incorporated or unincorporated. The association may be referred to as an owners' association or a  
3 community association."

4 19. Accordingly, the CC&Rs are subject to the Davis-Stirling Act because the Subject  
5 Community is a CID of type PUD which has an unincorporated owners' association or community  
6 association.

7 **CC&Rs**

8 20. Pursuant to the CC&Rs, referenced in Section 1.1.5 and CC&Rs Exhibits A through E,  
9 easement maintenance areas include the following, collectively, hereafter "Easement Maintenance  
10 Areas":

- 11 A) Site Utility Easement: Sewer Lines
- 12 B) Site Utility Easement: Water Lines
- 13 C) Site Utility Easement: Gas Lines
- 14 D) Site Utility Easement: Water Meters
- 15 E) Site Utility Easement: Gas Meters
- 16 F) City Parkway Easement: Landscaping
- 17 G) City Parkway Easement: Irrigation System
- 18 H) Pedestrian Promenade Easement: Post Lights
- 19 I) Pedestrian Promenade Easement: Wall Lights
- 20 J) Pedestrian Promenade Easement: Ground Lights
- 21 K) Pedestrian Promenade Easement: Walkway Lights
- 22 L) Pedestrian Promenade Easement: Lights Timer
- 23 M) Pedestrian Promenade Easement: Mailboxes Housing
- 24 N) Pedestrian Promenade Easement: Front Access Gate
- 25 O) Pedestrian Promenade Easement: Rear Access Gate
- 26 P) Pedestrian Promenade Easement: West Perimeter Wood Fence
- 27 Q) Pedestrian Promenade Easement: Front Retaining Walls

- R) Pedestrian Promenade Easement: Pedestrian Promenade
- S) Pedestrian Promenade Easement: Landscaping
- T) Pedestrian Promenade Easement: Irrigation System
- U) Pedestrian Promenade Easement: Drainage System
- V) Pedestrian Promenade Easement: Wet Standpipe
- W) Pedestrian Promenade Easement: Rear Access Gate
- X) Project Wall Easement: Wood Wall
- Y) Project Wall Easement: Address Sign
- Z) Utility Room Easement: Utility Room
- AA) Utility Room Easement: Utility Room Door
- AB) Common Use Driveway Easement: Asphalt Floor
- AC) Common Use Driveway Easement: Retaining Walls
- AD) Common Use Driveway Easement: Walls and Ceiling
- AE) Common Use Driveway Easement: Ceiling Light
- AF) Common Use Driveway Easement: Ceiling Lights Timer
- AG) Common Use Driveway Easement: Driveway Access Gate
- AH) Common Use Driveway Easement: Driveway Door Jam
- AI) Trash Area Easement: Trash Room
- AJ) Trash Area Easement: Trash Room Door

21. Pursuant to the CC&Rs, referenced in Section 1.1.10, Owner means the record Owner, whether one (1) or more persons or entities, of title to any lot in the Subject Community, hereafter “Owner”.

22. Pursuant to the CC&Rs, referenced in Section 1.1.11, Responsible Owners means two (2) Owner elected by All Owners to serve as their agents for the preservation, operation, maintenance, management, repair, replacement, and improvement of the Easement Maintenance Areas, and for managing the sub-metering of common water utility, on behalf of All Owners hereafter “Responsible Owners”.

1           23. Pursuant to the CC&Rs, referenced in Section 3.3, Record Keeper means one (1)  
2 Responsible Owner or Owner elected by All Owners to take written minutes of Owners meetings,  
3 and maintain all records related to the preservation, operation, maintenance, management. repair,  
4 replacement, and improvement of the Easement Maintenance Areas, hereafter "Record Keeper".

5           24. Pursuant to the CC&Rs, referenced in Section 1.1.11, 3.1, 3.2, 3.2.1, and 10.1.2.1,  
6 Responsible Owners are responsible to "diligently" "in a first class condition" preserve, operate,  
7 maintain, manage, repair, replace, and improve, as reasonably necessary, the Easement Maintenance  
8 Areas, on behalf of All Owners.

9           25. Diligently is defined as:

10                   A) Doing it thoroughly and well. (Vocabulary.com);

11                   B) With conscientious and persistent effort or attention. (Dictionary.com); and

12                   C) In a way that shows care and effort in your work or duties. (Oxford Learner's  
13 Dictionaries)

14           26. In the Davis-Stirling Act, under HOA Maintenance section, First Class Condition is  
15 defines as:

16                   "Associations should review their CC&Rs to see if they contain language requiring  
17 the association to maintain its common areas in a 'first class condition'. If so, the board should not  
18 defer maintenance. Directors should make sure the association has adequately funded reserves and  
19 they should conduct regular inspections of the condition of the common areas. This should include  
20 some way to evaluate systems inside the walls (plumbing especially). Failure to do so could result  
21 in liability for the association if persons or property are damaged as a result of a common area  
22 component failure."

23           27. On or around March 2018, Hopkins was elected to and accepted the role of one (1) of  
24 two (2) Responsible Owners, hereafter "Hopkins Responsible Owner". Hopkins Responsible  
25 Owner continues through the present date.

1 28. On or around November 2018, Dyckman was elected to and accepted the role of one (1)  
2 of two (2) Responsible Owners, hereafter "Dyckman Responsible Owner". Dyckman Responsible  
3 Owner continues through the present date.

4 29. Hopkins Responsible Owner and Dyckman Responsible Owner, collectively, hereafter  
5 "Hopkins and Dyckman Responsible Owners".

6 30. Pursuant to the CC&Rs, referenced in Section 4.2, Each Owner of a lot shall perform  
7 maintenance, repair, and replacement of landscaping on their lot.

8 31. Pursuant to the CC&Rs, referenced in Section 4.3, Each Owner of a lot shall perform  
9 maintenance, repair, and replacement of landscaping on their lot.

10 32. Pursuant to the CC&Rs, referenced in Section 4.4.20, Each Owner of a lot shall perform  
11 maintenance, repair, and replacement of hardscape and landscaping on their lot.

12 33. Pursuant to the CC&Rs, referenced in Section 10.1.2.1, Each Owner of a lot shall  
13 perform maintenance, repair, and replacement of hardscape, lighting, irrigation systems, and  
14 landscaping on their lot.

15 34. Pursuant to the CC&Rs, referenced in Section 10.1.2.2, Each Owner of a lot shall  
16 perform maintenance, repair, and replacement of irrigation systems and landscaping on their lot.

17 35. Pursuant to the CC&Rs, referenced in Section 10.1.2.4, Each Owner of a lot shall  
18 perform maintenance, repair, and replacement of hardscape, irrigation systems, and landscaping on  
19 their lot.

20 36. Wells, Lot 1 Owner, complies with the CC&Rs Section 4.2, 4.3, 4.4.20, 10.1.2.1, 10.1.1,  
21 10.1.2.2, and 10.1.2.4 on Lot 1 (Subject Property).

22 37. Between 2018 and the present date, Defendants believe that CC&Rs Section 4.2, 4.3,  
23 4.4.20, 10.1.2.1, 10.1.1, 10.1.2.2, and 10.1.2.4 do not apply to Wells, and do apply to Each Owner  
24 other than Wells.

25 38. Pursuant to Los Angeles Municipal Code Chapter VI, Article 2, Section 62.169, Lot 1  
26 fronts and abuts the city parkway, therefore Lot 1 Owner is obligated to comply with City of Los  
27 Angeles ordinances regarding an owner's obligation for maintenance of city parkway.

1 39. Pursuant to Los Angeles Municipal Code Chapter V, Article 6, Section 56.08(c), Lot 1  
2 fronts and abuts the city parkway, therefore Lot 1 Owner is obligated to comply with City of Los  
3 Angeles ordinances regarding an owner's obligation for removal of waste from city parkway.

4 40. Pursuant to Los Angeles Municipal Code Chapter IX, Article 1, Section 91.8104.1 -  
5 91.8104.16 Basic Maintenance And Repair Of Existing Buildings And Premises:

6 "Every existing building, structure, premises or portion thereof shall be maintained  
7 in conformity with the code regulations and Department approvals in effect at the time of  
8 such construction and occupancy unless specifically exempt by written approval of the  
9 Department. Every existing building, structure, or portion thereof shall be maintained in a  
10 safe and sanitary condition and good repair. The premises of every building or structure  
11 shall be maintained in good repair and free from graffiti, debris, rubbish, garbage, trash,  
12 overgrown vegetation or other similar material."

13 41. Accordingly, Lot 1 Owner is obligated to comply with City of Los Angeles ordinances  
14 regarding an owner's basic maintenance and repair of existing buildings and premises.

15 42. Wells, Lot 1 Owner, complies with Los Angeles Municipal Code Chapter VI, Article 2,  
16 Section 62.169; Chapter V, Article 6, Section 56.08(c); and Chapter IX, Article 1, Section  
17 91.8104.1 - 91.8104.16.

18 43. Between 2018 and the present date, Defendants believe that Los Angeles Municipal  
19 Code Chapter VI, Article 2, Section 62.169; Chapter V, Article 6, Section 56.08(c); and Chapter IX,  
20 Article 1, Section 91.8104.1 - 91.8104.16 do not apply to Wells, and do apply to Each Owner, other  
21 than Wells.

22 44. Pursuant to the CC&Rs, referenced in Section 9.4. Attorneys' Fees:

23 "the prevailing party, shall be entitled to have judgment against and recover from  
24 any defendant in such proceedings such attorney's fees"

25 **DEFERRED MAINTENANCE PROPERTY LOSS**

26 45. In the Davis-Stirling Act, under HOA Maintenance section, Maintenance is defined to  
27 as:  
28

1 “Generically, maintaining something means to preserve it in its original condition so  
2 as to prolong its life.”

3 46. In the Davis-Stirling Act, under HOA Maintenance section, Common Area Maintenance  
4 includes:

5 “Operating through their boards of directors, associations have the following duties:

6 1. Duty to Inspect Common Areas. Associations must visually inspect the common areas  
7 every three years and prepare a reserve study listing all major components, the remaining useful life  
8 of those components, and the cost to repair or replace them.”

9 47. Between 2018 and the present date, Defendants violated the Davis-Stirling Act duty to  
10 inspect common areas.

11 48. In the Davis-Stirling Act, under HOA Maintenance section, pursuant to California Civil  
12 Code § 5550(a):

13 “At least once every three years, the board shall cause to be conducted a reasonably  
14 competent and diligent visual inspection of the accessible areas of the major components that the  
15 association is obligated to repair, replace, restore, or maintain as part of a study of the reserve  
16 account requirements of the common interest development, if the current replacement value of the  
17 major components is equal to or greater than one-half of the gross budget of the association,  
18 excluding the association’s reserve account for that period. The board shall review this study, or  
19 cause it to be reviewed, annually and shall consider and implement necessary adjustments to the  
20 board’s analysis of the reserve account requirements as a result of that review.”

21 49. Between 2018 and the present date, Defendants violated California Civil Code  
22 5550(a).

23 50. In the Davis-Stirling Act, under HOA Maintenance section, pursuant to California Civil  
24 Code § 5600(a):

25 “Except as provided in Section 5605, the association shall levy regular and special  
26 assessments sufficient to perform its obligations under the governing documents and this act.”  
27  
28

1 51. Between 2018 and the present date, Defendants violated California Civil Code §  
2 5600(a).

3 52. In the Davis-Stirling Act, under HOA Maintenance section, pursuant to California Civil  
4 Code § 4775(a)(1):

5 “Except as provided in paragraph (3), unless otherwise provided in the declaration of  
6 a common interest development, the association is responsible for repairing, replacing, and  
7 maintaining the common area.”

8 53. Between 2018 and the present date, Defendants violated California Civil Code §  
9 4775(a)(1).

10 54. In the Davis-Stirling Act, under HOA Maintenance section, Deferred Maintenance is  
11 defined as:

12 “Putting off maintenance that needs to be done.”

13 55. In the Davis-Stirling Act, under HOA Maintenance section, Deferred Maintenance  
14 Improper Deferrals is defined as:

15 “Deferring maintenance for the wrong reasons can be a breach of the board's  
16 fiduciary duties. Deferring maintenance to avoid spending money or raising dues is harmful to the  
17 membership because it (i) exposes the association to litigation and potential liability for damage  
18 caused by the deferrals, (ii) lowers property values, and (iii) increases the cost of the eventual  
19 repairs (which can result in huge special assessments). In addition, it may expose directors to claims  
20 of gross negligence, breach of CC&Rs, breach of statute (Civ. Code §4775), and breach of fiduciary  
21 duties.”

22 56. Between 2018 and the present date, Defendants deferred maintenance of common areas  
23 is categorized by the Davis-Stirling Act as Deferred Maintenance - Improper Deferrals.

24 57. In the Davis-Stirling Act, under HOA Maintenance section, Deferred Maintenance  
25 Insurance is defined as:

26 “Insurance companies will not pay for deferred maintenance. The purpose of  
27 insurance is to pay for unexpected catastrophic losses, such as fires, storms, floods, etc. Board  
28



1 members who think they can get a free ride by dumping their deferred maintenance on an insurance  
2 carrier are incredibly misguided.”

3 58. Judicial Deference or Business Judgment Rule does not shield or immunize an  
4 association director from liability for ignoring problems, and not maintaining and repairing common  
5 areas.

6 59. Between 2018 and the present date, Judicial Deference or Business Judgment Rule does  
7 not shield or immunize Defendants from liability for ignoring problems, and not inspecting,  
8 maintaining, and repairing common areas because the decisions, and/or lack of decisions, made by  
9 Defendants:

10 A) Do not represent good faith efforts to further the purposes of the Subject  
11 Community.

12 B) Represent bad faith.

13 C) Represent conscious doing of wrong because of deviation from moral rectitude  
14 deviation from sound judgment, furtive design, and/or ill will.

15 D) Lack reasonable diligence.

16 E) Are arbitrary, based on random choice or personal whim, rather than any reason  
17 or system.

18 F) Are contrary to and not consistent with the CC&Rs.

19 G) Impose burdens on the use of easements in the Subject Community.

20 H) Are not in the best interests of the Subject Community and Owners of real  
21 property in the Subject Community.

22 I) Are a breach of fiduciary duties as Responsible Owners in the Subject  
23 Community.

24 60. Between 2018 and the present date, Defendants did not diligently, and in most cases did  
25 not at all, and in no case in first class condition, preserve, operate, maintain, manage, repair,  
26 replace, and improve, as reasonably necessary, the Easement Maintenance Areas, on behalf of All  
27 Owners, on the Subject Property and in the Subject Community.

1           61. Between 2018 and the present date, Defendants deferred maintenance of all or most  
2 Easement Maintenance Areas on the Subject Property and in the Subject Community, hereafter  
3 "Deferred Maintenance Property Loss".

4           62. Between 2013 and the present date, Wells, Lot 1 Owner, complies with Cal. Civ. Code §  
5 907 by following all maintenance obligations, schedules, and practices communicated by the seller,  
6 communicated by product manufacturers, and commonly accepted.

7           63. Between 2018 and the present date, Wells, Lot 1 Owner, complies with Los Angeles  
8 Municipal Code Chapter VI, Article 2, Section 62.169; Chapter V, Article 6, Section 56.08(c); and  
9 Chapter IX, Article 1, Section 91.8104.1 - 91.8104.16 on Lot 1 (Subject Property), hereafter "Lot 1  
10 Los Angeles Municipal Code Compliance", when Defendants violated California Civil Code §  
11 4775(a)(1) and breached CC&Rs Section 1.1.11, 3.1, 3.2, 3.2.1, and 10.1.2.1.

12           64. Between 2018 and the present date, Wells, Lot 1 Owner, complies with the CC&Rs  
13 Section 4.2, 4.3, 4.4.20, 10.1.2.1, 10.1.1, 10.1.2.2, and 10.1.2.4 on Lot 1 (Subject Property)  
14 hereafter "Lot 1 CC&Rs Compliance", when Defendants violated California Civil Code  
15 4775(a)(1) and breached CC&Rs Section 1.1.11, 3.1, 3.2, 3.2.1, and 10.1.2.1.

16           65. The Lot 1 Los Angeles Municipal Code Compliance and Lot 1 CC&Rs Compliance  
17 collectively hereafter "Lot 1 Compliance".

18           66. Accordingly, between 2018 and the present date, any allegations against Wells, Lot  
19 Owner, related to Wells maintenance, repair, and replacement on Lot 1 (Subject Property) pursuant  
20 to the Lot 1 Compliance, when Defendants violated California Civil Code § 4775(a)(1) and  
21 breached CC&Rs Section 1.1.11, 3.1, 3.2, 3.2.1, and 10.1.2.1, is without merit.

22           67. Between December 18 and the present date, Defendants, for Site Utility Easement  
23 Sewer Lines, did not annually or ever inspect sewer lines with camera, then snake, waterjet, and/or  
24 repair as necessary based on inspection, in a first-class condition.

25           68. Between 2018 and the present date, Defendants, for Site Utility Easement: Water Lines,  
26 did not annually or ever inspect water lines, then perform applicable maintenance and/or repair as  
27 necessary based on inspection, in a first-class condition.

28

1           69. Between 2018 and the present date, Defendants, for Site Utility Easement: Gas Lines,  
2 did not annually or ever inspect gas lines, then perform applicable maintenance and/or repair as  
3 necessary based on inspection, in a first-class condition.

4           70. Between 2018 and the present date, Defendants, for City Parkway Easement:  
5 Landscaping, did not maintain or replace landscaping, in a first-class condition.

6           71. Between 2018 and the present date, Defendants, for City Parkway Easement: Irrigation  
7 System, did not maintain or operate irrigation system, in a first-class condition.

8           72. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
9 Post Lights, did not change light bulbs to cause lights to go on for two (2) post light fixtures, in a  
10 first-class condition.

11           73. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
12 Post Lights, did not clean two (2) post light fixtures, in a first-class condition.

13           74. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
14 Wall Lights, did not repair six (6) wall light fixtures to cause lights to work, in a first-class  
15 condition.

16           75. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
17 Wall Lights, did not change light bulbs to cause lights to go on for six (6) wall light fixtures, in a  
18 first-class condition.

19           76. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
20 Wall Lights, did not clean six (6) wall light fixtures, in a first-class condition.

21           77. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
22 Ground Lights, did not change light bulbs to cause light to go on for three (3) ground light fixtures,  
23 in a first-class condition.

24           78. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
25 Ground Lights, did not clean three (3) ground light fixtures, in a first-class condition.

1           79. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
2 Walkway Lights, did not repair two (2) walkway light fixtures to cause lights to work, in a first-  
3 class condition.

4           80. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
5 Walkway Lights, did not change light bulbs to cause lights to go on for two (2) walkway light  
6 fixtures, in a first-class condition.

7           81. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
8 Walkway Lights, did not clean twelve (12) walkway light fixtures, in a first-class condition.

9           82. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
10 Lights Timer, did not change lights timer settings to cause lights to go on around 6 pm, and cause  
11 lights to go off around 6 am, in a first-class condition, instead lights go on around 4 pm when it is  
12 light outside and off around 4 am when it is dark outside.

13           83. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
14 Mailboxes Housing, did not repair wood gashes and maintain pealed, cracked, and faded wood, in a  
15 first-class condition.

16           84. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
17 Mailboxes Housing, did not clean exterior, in a first-class condition.

18           85. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
19 Front Access Gate, did not repair damage to metal, then paint metal, in a first-class condition.

20           86. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
21 Front Access Gate, did not paint chipped and cracked metal, in a first-class condition.

22           87. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
23 Front Access Gate, did not clean, in a first-class condition.

24           88. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
25 West Perimeter Wood Fence, did not maintain pealed, cracked, and faded wood, in a first-class  
26 condition.

1 89. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
2 Front Retaining Walls, did not repair chipped, spalled, and cracked stucco surface, in a first-class  
3 condition.

4 90. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
5 Front Retaining Walls, did not clean stucco surface, in a first-class condition.

6 91. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
7 Pedestrian Promenade, did not paint chipped and cracked metal rails on pedestrian promenade from  
8 staircase on west side of Lot 1, to start of city alley at rear of Lot 6, in a first-class condition.

9 92. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
10 Pedestrian Promenade, did not repair broken concrete floor, in a first-class condition.

11 93. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
12 Pedestrian Promenade, did not clean pedestrian promenade from start of city sidewalk in front of  
13 Lot 1, to start of driveway at rear of Lot 1, including staircase on west side of Lot 1, to start of city  
14 alley at rear of Lot 6, in a first-class condition.

15 94. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
16 Landscaping, did not maintain or replace landscaping, in a first-class condition.

17 95. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
18 Irrigation System, did not maintain or operate irrigation system, in a first-class condition.

19 96. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
20 Drainage System, did not maintain drainage system, in a first-class condition.

21 97. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
22 Wet Standpipe, did not clean exterior, in a first-class condition.

23 98. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
24 Rear Access Gate, did not paint chipped and cracked metal, in a first-class condition.

25 99. Between 2018 and the present date, Defendants, for Pedestrian Promenade Easement:  
26 Rear Access Gate, did not clean, in a first-class condition.

27  
28

1           100. Between 2018 and the present date, Defendants, for Project Wall: Wood Wall, did not  
2 maintain pealed, cracked, and faded wood, in a first-class condition. Project Wall: Wood Wall is  
3 the front wall of the home on the Subject Property.

4           101. Between 2018 and the present date, Defendants, for Utility Room Easement: Utility  
5 Room, did not organize contents, in a first-class condition, but instead carelessly threw contents all  
6 over the floor.

7           102. Between 2018 and the present date, Defendants, for Utility Room Easement: Utility  
8 Room Door, did not repair door alignment to allow door to open, in a first-class condition.

9           103. Between 2018 and the present date, Defendants, for Utility Room Easement: Utility  
10 Room, did not clean interior and exterior, in a first-class condition.

11           104. Between 2018 and the present date, Defendants, for Common Use Driveway Easement:  
12 Asphalt Floor, did not repair broken, uneven, and unsmooth asphalt floor, in a first-class condition.

13           105. Between 2018 and the present date, Defendants, for Common Use Driveway Easement:  
14 Asphalt Floor, did not remove debris from and rinse with water asphalt floor, in a first-class  
15 condition.

16           106. Between 2018 and the present date, Defendants, for Common Use Driveway Easement:  
17 Retaining Walls, did not repair chipped, spalled, and cracked stucco surface, in a first-class  
18 condition.

19           107. Between 2018 and the present date, Defendants, for Common Use Driveway Easement:  
20 Retaining Walls, did not clean stucco surface, in a first-class condition.

21           108. Between 2018 and the present date, Defendants, for Common Use Driveway Easement:  
22 Walls and Ceiling, did not clean stucco painted surface, in a first-class condition.

23           109. Between 2018 and the present date, Defendants, for Common Use Driveway Easement:  
24 Ceiling, did not remediate and repair water damage on ceiling, then paint ceiling, in a first-class  
25 condition.

26           110. Between 2018 and the present date, Defendants, for Common Use Driveway Easement:  
27 Ceiling Lights, did not clean six (6) ceiling light fixtures, in a first-class condition.

28

1 111. Between 2018 and the present date, Defendants, for Common Use Driveway Easement:  
2 Ceiling Lights Timer, did not change lights timer settings to cause lights to go on around 6 pm, and  
3 cause lights to go off around 6 am, in a first-class condition, instead lights go on around 4 pm when  
4 it is light outside and off around 4 am when it is dark outside.

5 112. Between 2018 and the present date, Defendants, for Common Use Driveway Easement:  
6 Driveway Access Gate, did not annually or ever inspect electronic access gate, then perform  
7 applicable maintenance and/or repair as necessary based on inspection, in a first-class condition.

8 113. Between 2018 and the present date, Defendants, for Common Use Driveway Easement:  
9 Driveway Door Jam, did not repair damage to metal, then paint metal, in a first-class condition.

10 114. Between 2018 and the present date, Defendants, for Common Use Driveway Easement:  
11 Driveway Door Jam, did not clean, in a first-class condition.

12 115. Between 2018 and the present date, Defendants, for Common Use Driveway Easement:  
13 Driveway Access Gate, did not clean, in a first-class condition.

14 116. Between 2018 and the present date, Defendants, for Trash Area Easement: Trash  
15 Room, did not clean interior and exterior, in a first-class condition.

16 117. Between 2018 and the present date, Defendants, for Trash Area Easement: Trash Room  
17 Door, did not clean door exterior, in a first-class condition.

18 118. Between 2018 and the present date, Defendants, for Trash Area Easement: Trash Room  
19 Door, did not improve trash room door to add door vent, in a first-class condition.

20 119. Between 2018 and the present date, Defendants breached the Davis-Stirling Act duty to  
21 inspect common areas, and violated California Civil Code §§ 5550(a), 5600(a), and 4775(a)(1),  
22 resulting in Deferred Maintenance Property Loss.

23 120. Between 2018 and the present date, Defendants breached CC&Rs Section 1.1.11, 3.1  
24 3.2, 3.2.1, and 10.1.2.1, resulting in Deferred Maintenance Property Loss.

25 121. Regarding the Deferred Maintenance Property Loss, between 2018 and the present  
26 date, Defendants ability to inspect, preserve, operate, maintain, manage. repair, replace, and  
27 improve the Easement Maintenance Areas on the Subject Property and in the Subject Community  
28

1 was not obstructed by, interfered with, or disturbed by any real property conditions, other  
2 conditions, events, acts, omissions, or persons.

3 122. The Deferred Maintenance Property Loss caused damages, increased the cost of repair,  
4 and diminished the value of the common areas (Easement Maintenance Areas) in the Subject  
5 Community, thereby diminishing the value of the Subject Property.

6 123. Wells, owner of one (1) of six (6) lots in the Subject Community is entitled to one-sixth  
7 (1/6) fractional share in the common areas (Easement Maintenance Areas) diminished value prior to  
8 repair based on the cost of repair of Easement Maintenance Areas.

9 124. However, because a majority of common areas (Easement Maintenance Areas) are  
10 located on the Subject Property only and integrated with the Subject Property only, and not located  
11 on or integrated with the other five (5) lots in the Subject Community, and because the entire front  
12 of the Subject Property (Lot 1) consists of common areas (Easement Maintenance Areas), Wells  
13 contends he is entitled to 50 percent (50%) share in the common areas (Easement Maintenance  
14 Areas) diminished value prior to repair based on the cost of repair of Easement Maintenance Areas.

15 125. The Subject Property has been diminished in value by cost of repair of Easement  
16 Maintenance Areas on the Subject Property and in the Subject Community due to Deferred  
17 Maintenance Property Loss.

18 126. Wells incurred damages for the diminished value of the Subject Property for cost of  
19 repair due to the Deferred Maintenance Property Loss.

20 127. Stigma is the permanent, long-lasting, continuing vicarious, and residual loss in value  
21 suffered by previously damaged real property after and despite repair.

22 128. After and despite repair of common areas (Easement Maintenance Areas), the Subject  
23 Property will not be restored to its full value.

24 129. There is a psychological stigma or taint on the Subject Property causing it to have a  
25 lower value.

26 130. The Subject Property value has been diminished due to stigma in the areas of public  
27 awareness, real estate disclosures, and failure to appreciate.

28





1 141. Because a majority of common areas (Easement Maintenance Areas) are located on the  
2 Subject Property only and integrated with the Subject Property only, and not located on or  
3 integrated with the other five (5) lots in the Subject Community, and because the entire front of the  
4 Subject Property (Lot 1) consists of common areas (Easement Maintenance Areas), Wells contends  
5 the Subject Property has the most substantial stigma compared to the other five (5) lots in the  
6 Subject Community.

7 142. The Subject Property has been diminished in value by stigma due to Deferred  
8 Maintenance Property Loss.

9 143. Deferred Maintenance Property Loss will make the Subject Property more difficult for  
10 Wells to sell.

11 144. Deferred Maintenance Property Loss will have a negative impact on Wells ability to  
12 sell the Subject Property.

13 145. The Subject Property with the deferred maintenance condition of surrounding common  
14 areas (Easement Maintenance Areas) will stay on the market longer than comparable properties.  
15 The increased number of days on the market, therefore, indicates the Subject Property marketability  
16 has been impaired.

17 146. The Subject Property has been diminished in value by impaired marketability due to  
18 Deferred Maintenance Property Loss.

19 147. Between March 2018 and the present date, Wells has desired to sell the Subject  
20 Property.

21 148. Deferred Maintenance Property Loss has prevented Wells from selling the Subject  
22 Property and making use of the sale proceeds, resulting in delay damages to Wells.

23 149. Between March 2018 and the present date, Wells has incurred delay damages equal to  
24 the lost interest on the sale proceeds of the Subject Property.

25 **SEWER BLACKWATER PROPERTY LOSS**

26 150. Pursuant to the CC&Rs, referenced in Section 1.1.5(a) and CC&Rs Exhibit A  
27 Easement Maintenance Areas include Site Utility Easement: Sewer Lines, which run under the  
28

1 Subject Community, including under the Subject Property, hereafter "Sewer Lines Easement  
2 Maintenance Area".

3 151. Cleanouts to inspect and maintain Sewer Lines Easement Maintenance Area are  
4 accessible throughout the Subject Community, including throughout the Subject Property.

5 152. Between 2018 and the present date, Defendants deferred maintenance of Sewer Lines  
6 Easement Maintenance Area on the Subject Property and in the Subject Community.

7 153. On December 17, 2020, Sewer Lines Easement Maintenance Area backed up and  
8 overflowed onto the Subject Property, hereafter "Sewer Blackwater Property Loss".

9 154. In the Davis-Stirling Act, under HOA Maintenance section, Black Water is defined as:

10 "Black water (also called sewage) is wastewater from toilets that contains fecal  
11 matter and urine. It carries high levels of bacteria that can cause diseases such as hepatitis and  
12 dysentery. Backups can occur from items being flushed down toilets such as diapers, sanitary pads,  
13 etc. If the clog is in a line at the bottom of a stack, the amount of sewage flowing into a unit from  
14 other units higher up in the stack can be significant."

15 155. Accordingly, the clog in the sewer line was at the bottom of the stack, and the amount  
16 of sewage flowing into the Subject Property from other units higher up in the stack was significant.

17 156. In the Davis-Stirling Act, under HOA Maintenance section, Black Water - Clean-Up is  
18 defines as:

19 "Whenever floods occur in condominiums, they invariably involve common areas  
20 and other units. Associations are obligated by the Davis-Stirling Act and their CC&Rs to maintain,  
21 repair and replace the common areas. That means associations must move quickly to remove all  
22 water from carpets, floors and walls and clean any contaminated areas if gray or black water is  
23 involved."

24 157. On December 17, 2020, Wells notified Hopkins Responsible Owner of Sewer  
25 Blackwater Property Loss on the Subject Property by email, hereafter "Sewer Blackwater Property  
26 Loss Email 1". A true and correct copy of the Sewer Blackwater Property Loss Email 1 is hereto  
27 attached as Exhibit "D" and incorporated herein.  
28

1           158. Between December 24, 2020 and December 28, 2020, Wells notified Hopkins  
2 Responsible Owner of Sewer Blackwater Property Loss on the Subject Property by email, hereafter  
3 "Sewer Blackwater Property Loss Email 2". A true and correct copy of the Sewer Blackwater  
4 Property Loss Email 2 is hereto attached as Exhibit "E" and incorporated herein.

5           159. On May 20, 2021, Wells provided Defendants contractor Allstate HOA Management  
6 with a letter requesting the names of Responsible Owners on December 17, 2020, all insurance  
7 policies in effect on December 17, 2020, and all records pursuant to the CC&Rs Section 3.3,  
8 hereafter "Sewer Blackwater Property Loss Letter 1". A true and correct copy of the Sewer  
9 Blackwater Property Loss Letter 1 is hereto attached as Exhibit "F" and incorporated herein.

10           160. On June 1, 2021, Defendants provided Wells with a letter of response declaring  
11 Hopkins and Dyckman as Responsible Owners on December 17, 2020, hereafter at all times  
12 mentioned in this complaint as "Sewer Blackwater Property Loss Letter 2". A true and correct copy  
13 of the Sewer Blackwater Property Loss Letter 2 is hereto attached as Exhibit "G" and incorporated  
14 herein.

15           161. On February 4, 2022, Wells notified Hopkins Responsible Owner of Sewer Blackwater  
16 Property Loss on the Subject Property by email with cost of repair worksheet attachment, hereafter  
17 "Sewer Blackwater Property Loss Email 3". A true and correct copy of the Sewer Blackwater  
18 Property Loss Email 3 is hereto attached as Exhibit "H" and incorporated herein.

19           162. On February 24, 2022, Wells notified Defendants of Sewer Blackwater Property Loss  
20 on the Subject Property and requested all insurance policies in effect on December 17, 2020 and the  
21 initiation of insurance claims by email with cost of repair worksheet attachment, hereafter "Sewer  
22 Blackwater Property Loss Email 4". A true and correct copy of the Sewer Blackwater Property  
23 Loss Email 4 is hereto attached as Exhibit "I" and incorporated herein.

24           163. Between 2018 and the present date, Defendants breached the Davis-Stirling Act duty to  
25 inspect common areas, and violated California Civil Code §§ 5550(a), 5600(a), and 4775(a)(1)  
26 resulting in Sewer Blackwater Property Loss.

1 164. Between 2018 and the present date, Defendants breached CC&Rs Section 1.1.11, 3.1,  
2 3.2, 3.2.1, and 10.1.2.1, resulting in Sewer Blackwater Property Loss.

3 165. Regarding the Sewer Blackwater Property Loss, between 2018 and the present date,  
4 Defendants ability to inspect, preserve, operate, maintain, manage. repair, replace, and improve the  
5 Sewer Lines Easement Maintenance Area on the Subject Property and in the Subject Community  
6 was not obstructed by, interfered with, or disturbed by any real property conditions, other  
7 conditions, events, acts, omissions, or persons.

8 166. Wells incurred damages for the cost of remediation completed due to the Sewer  
9 Blackwater Property Loss.

10 167. Wells incurred damages for the cost of remediation due to the Sewer Blackwater  
11 Property Loss.

12 168. Wells incurred damages for the cost of repair due to the Sewer Blackwater Property  
13 Loss.

14 169. Wells incurred damages for the loss of personal property due to the Sewer Blackwater  
15 Property Loss.

16 170. Wells incurred damages for the loss of vehicle 1 due to the Sewer Blackwater Property  
17 Loss.

18 171. Wells incurred damages for the loss of vehicle 2 due to the Sewer Blackwater Property  
19 Loss.

20 172. Wells incurred damages for the loss of valuable papers and records due to the Sewer  
21 Blackwater Property Loss.

22 173. Wells incurred damages for the loss of income due to the Sewer Blackwater Property  
23 Loss.

24 174. Wells incurred damages for the loss of use due to the Sewer Blackwater Property Loss.

25 175. Wells incurred damages for the moving expense due to the Sewer Blackwater Property  
26 Loss.

1 176. Wells incurred damages for the storage expense due to the Sewer Blackwater Property  
2 Loss.

3 177. Stigma is the permanent, long-lasting, continuing vicarious, and residual loss in value  
4 suffered by previously damaged real property after and despite repair.

5 178. After and despite repair, the Subject Property will not be restored to its full value.

6 179. There is a psychological stigma or taint on the Subject Property causing it to have a  
7 lower value.

8 180. Stigma is commonly associated with damages that have uncertain, long-term effects on  
9 the real property, such as water damage.

10 181. The Subject Property value has been diminished due to stigma in the areas of public  
11 awareness, real estate disclosures, and failure to appreciate.

12 Public Awareness

13 182. The market of buyers, hereafter "Market", perceive a stigma on the Subject Property  
14 The Subject Property has a reputation for having a sewer problem.

15 183. Stigma has diminished the value of the Subject Property by affecting the Market  
16 perception of the Subject Property.

17 184. The Market perceives a threat of future diminished value of the Subject Property due to  
18 the sewer problem.

19 Real Estate Disclosures

20 185. Pursuant to California Civil Code §§ 1102-1102.17 in Transfer Disclosure Statement, a  
21 real property owner is required to disclose material defects or facts to a potential buyer, hereafter  
22 "Disclosures".

23 186. Disclosures include construction defects, damages, repairs, neighborhood noise or odor  
24 nuisance problems, water (irrigation, rain, sewer) damages, and judicial (arbitration, state court  
25 federal court) actions.

26 187. Accordingly, Wells applicable Disclosures will include:

27 A) Sewer Blackwater Damage  
28

1 B) Judicial Action

2 Failure To Appreciate

3 188. Real property appreciation or added value may properly be considered a loss.

4 189. Between December 17, 2020 and the present date, the Subject Property failed to  
5 appreciate as it would have had it not been subjected to Sewer Blackwater Property Loss.

6 190. The Subject Property has been diminished in value by stigma due to Sewer Blackwater  
7 Property Loss.

8 191. Sewer Blackwater Property Loss will make the Subject Property more difficult for  
9 Wells to sell.

10 192. Sewer Blackwater Property Loss will have a negative impact on Wells ability to sell the  
11 Subject Property.

12 193. The Subject Property with the toxic contaminated condition will stay on the market  
13 longer than comparable properties. The increased number of days on the market, therefore  
14 indicates the Subject Property marketability has been impaired.

15 194. The Subject Property has been diminished in value by impaired marketability due to  
16 Sewer Blackwater Property Loss.

17 195. Between December 17, 2020 and the present date, Wells has desired to sell the Subject  
18 Property.

19 196. Sewer Blackwater Property Loss has prevented Wells from selling the Subject Property  
20 and making use of the sale proceeds, resulting in delay damages to Wells.

21 197. Between December 17, 2020 and the present date, Wells has incurred delay damages  
22 equal to the lost interest on the sale proceeds of the Subject Property.

23 198. Wells generates income through billable time for consulting services he performs.

24 199. Wells expects to spend approximately 100 hours to perform online research, conduct  
25 phone interviews, conduct in-person interviews, review contracts, and negotiate contracts in order to  
26 hire and engage licensed, certified, insured, qualified, available, and interested contractor resources.

1 and coordinate the work to effectuate the remediation and repair of the Subject Property due to  
2 Sewer Blackwater Property Loss, hereafter "Repair Project Time".

3 200. Repair Project Time is time that Wells cannot spend performing consulting services to  
4 generate income through billable time.

5 **TRASH SYSTEM LOSS**

6 201. On and after December 17, 2020, due to Sewer Blackwater Property Loss, Wells lost  
7 use of the trash system on the Subject Property, hereafter "Trash System Loss", which consisted of:

8 A) Access through the interior first floor side door to the exterior terrace;

9 B) Access to two (2) trash dumpsters (tilt trucks), each with two hundred (200)  
10 gallon capacity, located on the exterior terrace;

11 C) Access through the exterior terrace to the adjoined exterior private walkway; and

12 D) Sealed non-noxious white trash bags and flattened cardboard boxes placed on the  
13 exterior private walkway were then transferring to the trash room easement.

14 202. On and after December 17, 2020, due to Sewer Blackwater Property Loss, and due to  
15 the Trash System Loss, Wells is forced to use his front door to temporarily place, for up to 30  
16 minutes, sealed non-noxious white trash bags and flattened or empty cardboard boxes on the  
17 exterior private entry and when necessary the adjacent pedestrian promenade walkway easement  
18 then transfer to the trash room easement. Ninety-Nine (99) % of the time, Wells does this between  
19 4 am and 5 am.

20 203. Due to the Trash System Loss, at no time was or is the pedestrian promenade walkway  
21 easement obstructed by Wells, and at all times the pedestrian promenade walkway easement was  
22 and is accessible to use by all.

23 204. Due to the Trash System Loss, one-time, for up to 15 minutes, a contractor assisting  
24 Wells with the transfer to the trash room easement, unknowingly placed a few sealed non-noxious  
25 white trash bags and flattened or empty cardboard boxes on the ground outside the trash room  
26 easement at the entrance of the driveway easement.



1 205. Due to the Trash System Loss, at no time was or is the driveway easement obstructed  
2 by Wells, and at all times the driveway easement was and is accessible to use by all.

3 206. Accordingly, any action by Responsible Owners to enjoin or abate an alleged nuisance  
4 pursuant to the invalid and unenforceable amendment to CC&Rs, is without merit, and is not  
5 permitted.

6 **DRIVEWAY GLASS HAZARD**

7 207. Before and on January 11, 2020, Defendants did not maintain or clean up glass shards  
8 and a red substance from Common Use Driveway Easement: Asphalt Floor, thereby breaching the  
9 CC&Rs Section 1.1.11, 3.1, 3.2, 3.2.1, and 10.1.2.1, hereafter "Driveway Glass Hazard".

10 208. On January 11, 2020, Wells was forced to hire a contractor to maintain and clean up  
11 glass shards and a red substance from Common Use Driveway Easement: Asphalt Floor in  
12 preparation for Wells use of driveway with his vehicle.

13 209. Before and on January 11, 2020, Defendants breached the CC&Rs Section 1.1.11, 3.1,  
14 3.2, 3.2.1, and 10.1.2.1, causing Driveway Glass Hazard.

15 210. Wells incurred cost of maintenance due to the Driveway Glass Hazard.

16 **CAR WASHING DAMAGE**

17 211. Between 2018 and the current date, Defendants and All Owners permitted by  
18 Defendants, washed their cars in carports, open garages, and/or the common use driveway, thereby  
19 breaching the CC&Rs Section 4.4.5.1, and allowed associated water with soap and chemicals to run  
20 down common use driveway easement onto Wells garage flooring on the Subject Property,  
21 hereafter "Car Washing Damage".

22 212. For Wells and Each Owner with a garage, the garage flooring extends one (1) foot  
23 outside of the closed garage door.

24 213. The Car Washing Damage continued, regardless of the visible path of this water onto  
25 Wells garage flooring, during and after car washing.

26 214. The Car Washing Damage resulted in erosion and damage to the garage flooring at the  
27 Subject Property,  
28

1 215. Wells has incurred property damage due to the Car Washing Damage.

2 **TRASH ROOM IMPROPER OPERATION**

3 216. Between 2018 and the present date, Defendants, for Trash Area Easement: Trash  
4 Room, did not properly operate the trash room interior, related to trash bags and flattened cardboard  
5 boxes, in a manner compatible with the trash collection service provided by the City of Los  
6 Angeles, thereby breaching the CC&Rs Section 1.1.11, 3.1, 3.2, 3.2.1, and 10.1.2.1, hereafter  
7 “Trash Room Improper Operation”.

8 217. Wells, and Each Owner at the Subject Community, pays around \$40/month for the  
9 trash collection service provided by the City of Los Angeles, which sums to around \$240/month  
10 paid to the City of Los Angeles for trash collection service at the Subject Community.

11 218. Defendants are responsible to operate the trash room easement interior in a manner  
12 compatible with the trash collection service provided by the City of Los Angeles to the Subject  
13 Community, hereafter “Trash Room Proper Operation”.

14 219. The Trash Room Proper Operation includes placing the trash bins, issued by the City of  
15 Los Angeles, in front of the trash room door prior to the date and time of trash collection each week.  
16 If all trash bags and flattened cardboard boxes do not fit within the trash bins, then place the excess  
17 trash bags and flattened cardboard boxes in the trash room for trash collection the following week.

18 220. Instead, Defendants practice Trash Room Improper Operation by hiring a private trash  
19 collection service for \$260 per trash collection for any excess trash bags and flattened cardboard  
20 boxes, then attempt to charge Wells for this private trash collection service.

21 221. Defendants attempt to charge Wells only, but not All Owners at the Subject  
22 Community, for this private trash collection service.

23 222. Defendants are solely liable for the cost of a private trash collection service resulting  
24 from the Trash Room Improper Operation.

25 **TRASH ROOM IMPROPER DISPLAY**

1           223. Between 2018 and the present date, Trash Area Easement: Trash Room Door is a door  
2 which rolls along two tracks, similar to a garage door, and has a knob which when turned locks the  
3 door when closed.

4           224. Between 2018 and the present date, Defendants intentionally kept Trash Area  
5 Easement: Trash Room Door 100% open and did not close Trash Area Easement: Trash Room  
6 Door, allowing all trash in trash room to be completely exposed to view and smell, which are items  
7 which create or emit noxious odors located in the Subject Community, thereby breaching the  
8 CC&Rs Section 4.4.4, hereafter "Trash Room Improper Display".

9           225. Between 2018 and the present date, continuously, Defendants breached the CC&Rs  
10 Section 4.4.4, causing the Trash Room Improper Display.

11           **ADMINISTRATIVE, OPERATIONAL, FINANCIAL, AND INSURANCE BREACHES**

12           226. Between 2018 and the present date, for Defendants, All Owners did not meet and  
13 confer annually in person, by phone, and/or by online meeting, thereby breaching the CC&Rs  
14 Section 3.2.

15           227. Between 2018 and the present date, for Defendants, Record Keeper did not record,  
16 maintain, and preserve all records related to written minutes of Owners meetings, thereby breaching  
17 the CC&Rs Section 3.2.

18           228. Between 2018 and the present date, for Defendants, Record Keeper did not record,  
19 maintain, and preserve all records related to the preservation, operation, maintenance, management,  
20 repair, replacement, and improvement of the Easement Maintenance Areas, thereby breaching the  
21 CC&Rs Section 3.3.

22           229. Between 2018 and the present date, for Defendants, Record Keeper did not provide all  
23 records for inspection and/or copying within 48 hours of written request, thereby breaching the  
24 CC&Rs Section 3.3.

25           230. Wells provided first written request for all records on May 20, 2021.

26           231. Wells provided second written request for all records on July 19, 2022.

1           232. Between 2018 and the present date, Defendants did not place the insurance policy for  
2 the Easement Maintenance Areas in their names, thereby breaching the CC&Rs Section 3.4.

3           233. Between 2018 and the present date, Defendants did not maintain separate bank  
4 accounts for operating expenses, and accumulation of reserves, thereby breaching the CC&Rs  
5 Section 3.4.

6           234. Between 2018 and the present date, for Defendants, two signatures, either Responsible  
7 Owner, Record Keeper, or Owner, was not applied to expenditures over \$250, thereby breaching the  
8 CC&Rs Section 3.4.

9           235. Between 2018 and the present date, for Defendants, All Owners did not jointly  
10 establish the amount to be prepaid by each lot, on an annual or other more frequent basis, thereby  
11 breaching the CC&Rs Section 3.4.2.

12           236. Between 2018 and the present date, for Defendants, All Owners did not jointly  
13 establish the amount necessary for the accumulation of reserves to be paid by each lot, on an annual  
14 or other more frequent basis, thereby breaching the CC&Rs Section 3.4.2.

15           237. Between 2018 and the present date, Defendants did not maintain a master or blanket  
16 public liability and property damage insurance policy with minimum \$1,000,000 per occurrence of  
17 coverage for property damage, which names All Owners as insured, thereby breaching the CC&Rs  
18 Section 3.6.

19           238. Between 2018 and the present date, Defendants did not maintain a fidelity bond or  
20 insurance policy with minimum amount of coverage equal to the maximum amount anticipated to  
21 be held in the bank accounts for operations and reserves for the Easement Maintenance Areas  
22 during the year, thereby breaching the CC&Rs Section 3.6.

23           239. Between 2018 and the present date, Defendants did not collect a deposit from Each  
24 Owner upon Owner purchase of lot, whereby deposit amount will be determined by the Responsible  
25 Owners, as a security for such Owner's obligation to pay such Owner's water bill when due  
26 thereby breaching the CC&Rs Section 4.5.3.

1 240. Between 2018 and the present date, Defendants breached CC&Rs Section 3.2, 3.3, 3.4,  
2 3.4.2, 3.4.3, 3.6, and 4.5.3, hereafter “Administrative, Operational, Financial, and Insurance  
3 Breaches”.

4 **WATER UTILITY SUB-METERS BREACHES**

5 241. Between 2018 and the present date, Defendants did not manage the sub-metering of  
6 common water utility, on behalf of All Owners, including the installation of private individual sub-  
7 meters within each individual lot, or at a central location on one lot, that measures water usage for  
8 each of the individual lots, allowing each lot to be responsible to pay such lot’s portion of the bill,  
9 thereby breaching the CC&Rs Section 1.1.11, 3.2, and 4.5.1.

10 242. Between 2018 and the present date, Defendants did not allocate costs for water usage  
11 and the other charges levied by the water utility to the lots in the community, if there are no  
12 companies that can provide the water sub-metering service, thereby breaching the CC&Rs Section  
13 4.5.1.

14 243. Between 2018 and the present date, Wells, a single person, contends he used less water  
15 than a single-family of 2-4 persons or a single person with 1-2 occupants/residents/leasers.

16 244. Between 2018 and the present date, Defendants breached the CC&Rs Section 1.1.11,  
17 3.2, and 4.5.1, hereafter “Water Utility Sub-Meters Breaches”.

18 **WRITTEN NOTICE BREACHES**

19 245. Between 2018 and the present date, Defendants did not notify Wells, Lot 1 Owner, in  
20 writing, including copies of all invoices and/or proposals, of insufficient funds to pay the necessary  
21 costs and expenses for the Easement Maintenance Areas, thereby breaching the CC&Rs Section  
22 3.4.3.

23 246. Between 2018 and the present date, Defendants did not provide Wells with a written  
24 notice of breach of CC&Rs, setting forth the facts of such breach, delivered by certified mail, or  
25 equivalent FedEx/UPS tracked mail, prior to arbitration, state court, or federal court civil action,  
26 thereby breaching the CC&Rs Section 5.3.

247. Between 2018 and the present date, Defendants breached the CC&Rs Section 3.4.3, and Defendants breached the CC&Rs Section 5.3, hereafter "Written Notice Breaches".

**ENTRY FLOORING DAMAGE AND GUNS NUISANCE**

248. On November 29, 2017, continuously for 8 hours, Responsible Owners hired a contractor to initiate improvements to Pedestrian Promenade Easement: Front Access Gate on the Subject Property, running the length of the entry for the home on the Subject Property, located directly against and attached to the side of the home on the Subject Property, located directly against and attached to the entry flooring on the Subject Property, located between five (5) and ten (10) feet below one (1) open window of the home on the Subject Property, and located five (5) feet from the front door of the Subject Property, intentionally without notification to Wells, and intentionally without any work area preparation protection applied to the side of the home, entry flooring, and front door of the Subject Property, resulting in damage to the seal on the entry flooring of the Subject Property, hereafter "Entry Flooring Damage".

249. On November 29, 2017, continuously for 8 hours, Responsible Owners intentionally hired a contractor to administer security, while wearing a non-concealed gun or stun gun and Wells alleges a concealed gun or stun gun, to Pedestrian Promenade Easement: Front Access Gate on the Subject Property, before, during, and after the other contractor initiated improvements to Pedestrian Promenade Easement: Front Access Gate on the Subject Property, which is an annoyance or which obstructs or interferes with the rights of quiet enjoyment at the Subject Property and in the Subject Community, thereby breaching CC&Rs Section 4.4.4, hereafter "Guns Nuisance".

250. On January 11, 2018, in response to Entry Flooring Damage and Guns Nuisance, Wells placed a letter on the ground at the front door of the home of Each Owner in the Subject Community, however currently Martin Park is the only Owner or there is no Owner in the Subject Community who received this letter, which covered topics including A) Maintenance of Exterior of Lot 1, B) Modification of Front Access Gate on Lot 1, C) Police Report Against Robert Dickehut, D) Water Utility Account, and E) Great Years Ahead, hereafter "Various Topics Letter". A true and correct copy of the Various Topics Letter is hereto attached as Exhibit "N" and incorporated herein.

1 251. On November 29, 2017, continuously for 8 hours, Responsible Owners breached the  
2 CC&Rs Section 4.4.4, causing Guns Nuisance.

3 252. Guns Nuisance was continuous, substantial, unreasonable, in complete disregard of  
4 CC&Rs, and caused a nuisance for Wells.

5 253. Wells use and enjoyment of the Subject Property, Pedestrian Promenade Easement:  
6 Front Access Gate, and Pedestrian Promenade Easement: Pedestrian Promenade in the Subject  
7 Community was obstructed by, interfered with, and disturbed by Guns Nuisance.

8 254. Wells has incurred property damage due to Entry Flooring Damage.

9 255. Wells has suffered and continues to suffer severe emotional distress, mental anguish,  
10 and loss of enjoyment in life due to Guns Nuisance.

11 256. Wells provides this information as the background for Hopkins false claim against  
12 Wells related to the firearm and firearm license held by Wells. Wells is not requesting general and  
13 compensatory damages, or emotional distress and punitive damages due to Entry Flooring Damage  
14 and Guns Nuisance.

15 **ELECTRIC BLOWER NUISANCE**

16 257. Wells contends the use of an electric blower on the Subject Property will result in:

17 A) Excessively loud noise on Pedestrian Promenade Easement: Pedestrian  
18 Promenade staircase, walkway, steps, and stairs on the Subject Property; and city  
19 sidewalk, parkway, and street abutting the front of the Subject Property.

20 B) Excessive amount of dirt and debris will enter the home through all open  
21 windows of the home on the Subject Property.

22 258. Wells contends the use of an electric blower on the Subject Property will be an  
23 annoyance and that which obstructs or interferes with the rights of quiet enjoyment in the Subject  
24 Community or on any public street abutting or visible from the Subject Community, thereby  
25 breaching the CC&Rs Section 4.4.4, hereafter "Electric Blower Nuisance".

26 259. Wells contends Electric Blower Nuisance will cause damage to real property and  
27 personal property on the Subject Property.

28

1 260. Wells contends he will suffer severe emotional distress, mental anguish, and loss of  
2 enjoyment in life due to Electric Blower Nuisance.

3 **PRIVATE WALKWAY**

4 261. Pursuant to the CC&Rs, referenced in Section 1.1.3, Declarant is Open House Realty &  
5 Investments, LLC, the developer and original owner of all lots in the Subject Community, hereafter  
6 "Declarant".

7 262. Declarant attorney Robert Smylie & Associates prepared original Covenants,  
8 Conditions & Restrictions, hereafter "Original CC&Rs".

9 263. The Original CC&Rs Exhibit C and the CC&Rs Exhibit C is a shaded diagram of the  
10 pedestrian walkway on the Subject Property and in the Subject Community, part of which is a  
11 pedestrian walkway easement (Pedestrian Promenade Easement: Pedestrian Promenade), and part of  
12 which is a private walkway for the Subject Property, hereafter "Pedestrian Promenade Easement  
13 Diagram".

14 264. However, the CC&Rs Exhibit C provided to All Owners is a poor photocopy of the  
15 Original CC&Rs Exhibit C, with shading that does not represent the Original CC&Rs Exhibit C  
16 shading. A true and correct copy of the Original CC&Rs Exhibit C filed and to be performed in Los  
17 Angeles County, California is hereto attached as Exhibit "Q" and incorporated herein.

18 265. On November 1, 2014, Wells relied on the CC&Rs Exhibit C shading as the key reason  
19 to initiate a judicial action against the other real property owners at that time in the Subject  
20 Community, including Jean Park, Matthew Park, Martin Park, Robert Dickehut, Lee Gonzalez, Paul  
21 Asplund, Karl Dunn, Scott Boxenbaum, and Michael Kremin, collectively, hereafter "Previous  
22 Other Lot Owners".

23 266. For Previous Other Lot Owners, currently Martin Park is the only Owner or there is no  
24 Owner in the Subject Community.

25 267. On November 9, 2015, Previous Other Lot Owners informed Wells that the CC&Rs  
26 Exhibit C shading is different than the actual Original CC&Rs Exhibit C shading, and the actual  
27  
28



1 Original CC&Rs Exhibit C shading does not support the claims, contentions, and arguments made  
2 by Wells.

3 268. As a result, on September 30, 2016, Previous Other Lot Owners obtained a  
4 \$137,345.64 legal judgment for a claim (cross-complaint) against Wells in Los Angeles Superior  
5 Court Case # BS162671, then placed six (6) liens for a total amount of \$137,345.64 against the  
6 Subject Property on September 6, 2017.

7 269. Accordingly, any collection action by Responsible Owners for the Previous Other Lot  
8 Owners pursuant to the invalid and unenforceable amendment to CC&Rs would be limited to  
9 \$22,890.94 for Martin Park or \$0.00 for no Owner currently in the Subject Community, and is not  
10 permitted.

11 270. The actual Original CC&Rs Exhibit C shading of Pedestrian Promenade Easement:  
12 Pedestrian Promenade stops at Wells private walkway in front of the Subject Property, hereafter  
13 "Private Walkway".

14 **INVALID AND UNENFORCEABLE AMENDMENT TO CC&Rs**

15 271. The CC&Rs are subject to the Davis-Stirling Act because the Subject Community is a  
16 CID of type PUD, therefore the CC&Rs are subject to California Civil Code §§ 5115(g)  
17 5105(g)(4), 5105(g)(1), and 5120(b).

18 272. Between August 2019 and December 2019, in violation of California Civil Code  
19 5115(g), Defendants did not deliver the text of the proposed amendment to CC&Rs with the ballot  
20 to Wells, Lot 1 Owner.

21 273. Between August 2019 and December 2019, in violation of California Civil Code  
22 5105(g)(4), Defendants did not deliver the ballot and a copy of election operation rules for proposed  
23 amendment to CC&Rs at least 30 days before the votes for proposed amendment to CC&Rs to  
24 Wells, Lot 1 Owner.

25 274. Between August 2019 and December 2019, in violation of California Civil Code §  
26 5105(g)(1), Defendants denied a ballot and the casting of a vote for proposed amendment to  
27 CC&Rs to Wells, Lot 1 Owner.

1 275. Between August 2019 and January 2020, in violation of California Civil Code §  
2 5120(b), Defendants did not give general notice pursuant to Section 4045 of the tabulated results for  
3 proposed amendment to CC&Rs within 15 days of the votes for proposed amendment to CC&Rs to  
4 Wells, Lot 1 Owner.

5 276. On December 23, 2019, Defendants filed an amendment to CC&Rs, hereafter "2019  
6 Amendment To CC&Rs", in violation of California Civil Code §§ 5115(g), 5105(g)(4), 5105(g)(1),  
7 and 5120(b), hereafter "Invalid and Unenforceable Amendment To CC&Rs". A true and correct  
8 copy of the 2019 Amendment To CC&Rs filed in Los Angeles County, California is hereto attached  
9 as Exhibit "R" and incorporated herein.

10 277. 2019 Amendment To CC&Rs, referenced in Section 1.1.11, changed Section 1.1.11 to  
11 add "and prosecute any collection action on behalf of all Owners as their appointed Agent", thereby  
12 adding to the definition of Responsible Owners.

13 278. 2019 Amendment To CC&Rs, referenced in Section 5.2, changed Section 5.2 to  
14 replace "by the then Owner or Owners of any Lot within the Project" with "by an Owner, Owners"  
15 and add "Upon a two-third's vote of the Owners, the Responsible Owners may act as the  
16 representatives of the Owners in an action to enjoin or abate a nuisance."

17 279. On August 1, 2022, First Amended Cross-Complaint was filed by Hopkins, hereafter  
18 "First Amended Cross-Complaint".

19 280. First Amended Cross-Complaint states "In September, 2019, certain provisions of the  
20 CC&Rs were duly amended", and "owners, representative of five (5) out of six (6) Rowena Lofts  
21 properties, duly voted to amend", and "On December 23, 2019, the 2019 Amended CC&Rs were  
22 duly recorded". (See First Amended Cross-Complaint ¶24.)

23 281. In addition, First Amended Cross-Complaint states "This is a cross-complaint and  
24 therefore, does not constitute an "enforcement action" falling under Civil Code section 1369.510(a)  
25 (b)", and "Additionally, under Sections 3.2.1. and 5.2 of the 2019 Amended CC&Rs, the  
26 Responsible Owner is empowered to bring collection actions and actions to abate nuisances in  
27 Superior Court.". (See First Amended Cross-Complaint ¶48.)

1 282. Defendants filed 2019 Amendment To CC&Rs in violation of California Civil Code §§  
2 5115(g), 5105(g)(4), 5105(g)(1), and 5120(b), thereby Wells contends that 2019 Amendment To  
3 CC&Rs is invalid and unenforceable.

4 283. Accordingly, the CC&Rs is the operative governing document for the Subject  
5 Community, and the First Amended Cross-Complaint ("FACC") was filed in violation of the  
6 CC&Rs Section 5.3, thereby prohibiting Hopkins from filing the FACC in any capacity, as a  
7 Responsible Owner and/or as an Owner at the Subject Community.

8 284. On July 20, 2022, pursuant to the CC&Rs, referenced in Section 5.3, Wells provided a  
9 written notice of breaches of the CC&Rs, setting forth the facts of such breaches, delivered by  
10 certified mail or equivalent FedEx/UPS tracked mail, to Defendants; and Hopkins and Dyckman,  
11 hereafter "CC&Rs Breaches Letter". A true and correct copy of the CC&Rs Breaches Letter is  
12 hereto attached as Exhibit "S" and incorporated herein.

13 **CC&Rs SUSPENSION**

14 285. The Deferred Maintenance Property Loss is a supervening event, which was not caused  
15 by Wells, could not have been prevented by Wells, was not reasonably foreseeable by Wells, was so  
16 severe that it is not fairly to be regarded by Wells as within the risks that he assumed under the  
17 CC&Rs, the non-occurrence of this event was a basic assumption of Wells on which the CC&Rs  
18 was made, and which substantially impacted and diminished the value of the Subject Property,  
19 which is a real property subject matter of, a basis of, and a primary purpose for the CC&Rs, with  
20 more than \$300,000 in diminished value of the Subject Property, which represents around 20% of  
21 the expected valuation of the Subject Property, hereafter "Supervening Event 1".

22 286. The Administrative, Operational, Financial, and Insurance Breaches; Water Utility  
23 Sub-Meters Breaches; and Written Notice Breaches is a supervening event, which was not caused  
24 by Wells, could not have been prevented by Wells, was not reasonably foreseeable by Wells, was so  
25 severe that it is not fairly to be regarded by Wells as within the risks that he assumed under the  
26 CC&Rs, the non-occurrence of this event was a basic assumption of Wells on which the CC&Rs  
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1 was made, and which substantially impacted the Subject Property, which is a real property subject  
2 matter of, a basis of, and a primary purpose for the CC&Rs, hereafter "Supervening Event 2".

3 287. The Sewer Blackwater Property Loss is a supervening event, which was not caused by  
4 Wells, could not have been prevented by Wells, was not reasonably foreseeable by Wells, was so  
5 severe that it is not fairly to be regarded by Wells as within the risks that he assumed under the  
6 CC&Rs, the non-occurrence of this event was a basic assumption of Wells on which the CC&Rs  
7 was made, and which substantially impacted and destroyed the Subject Property, which is a real  
8 property subject matter of, a basis of, and a primary purpose for the CC&Rs, with more than  
9 \$1,000,000 in damages to the Subject Property, which represents around 60% of the expected  
10 valuation of the Subject Property, hereafter "Supervening Event 3".

11 288. Beginning in 2018, Wells duty to perform the CC&Rs was suspended resulting from  
12 the Supervening Event 1, whereby performance of the CC&Rs became subject to:

13 A) Impracticability that rendered performance impracticable as a result of the  
14 supervening event. (Restatement (Second) of Contracts (1981).); and

15 B) Frustration of Purpose that rendered performance no longer valuable as a result of  
16 the supervening event. (Restatement (Second) of Contracts (1981).)

17 289. Beginning in 2018, Wells duty to perform the CC&Rs was suspended resulting from  
18 the Supervening Event 2, whereby performance of the CC&Rs became subject to:

19 A) Impracticability that rendered performance impracticable as a result of the  
20 supervening event. (Restatement (Second) of Contracts (1981).); and

21 B) Frustration of Purpose that rendered performance no longer valuable as a result of  
22 the supervening event. (Restatement (Second) of Contracts (1981).)

23 290. Beginning in 2018, Wells duty to perform the CC&Rs was suspended resulting from  
24 the Supervening Event 3, whereby performance of the CC&Rs became subject to:

25 A) Impracticability that rendered performance impracticable as a result of the  
26 supervening event. (Restatement (Second) of Contracts (1981).); and  
27  
28

1 B) Frustration of Purpose that rendered performance no longer valuable as a result of  
2 the supervening event. (Restatement (Second) of Contracts (1981).)

3 291. Under Impracticability and Frustration of Purpose, when a supervening event  
4 temporarily causes Impracticability or Frustration of Purpose, the affected party may suspend its  
5 performance during the change in circumstances. (Restatement (Second) of Contracts (1981).)

6 292. Accordingly, the Supervening Event 1 caused Impracticability and Frustration of  
7 Purpose, and as a result Wells suspended his performance of the CC&Rs during the extraordinary  
8 change in circumstances while the Impracticability and Frustration of Purpose exists.

9 293. Accordingly, the Supervening Event 2 caused Impracticability and Frustration of  
10 Purpose, and as a result Wells suspended his performance of the CC&Rs during the extraordinary  
11 change in circumstances while the Impracticability and Frustration of Purpose exists.

12 294. Accordingly, the Supervening Event 3 caused Impracticability and Frustration of  
13 Purpose, and as a result Wells suspended his performance of the CC&Rs during the extraordinary  
14 change in circumstances while the Impracticability and Frustration of Purpose exists.

15 295. In addition, beginning in 2018, Wells duty to perform the CC&Rs was suspended  
16 resulting from the Supervening Event 1, whereby performance of the CC&Rs became subject to:

17 A. Anticipatory Repudiation, whereby Defendants as the repudiating party will not fulfill its  
18 obligations. (Restatement (Second) of Contracts (1981).)

19 296. Defendants repudiation contributed materially to Wells suspension of his performance  
20 of the CC&Rs, and it was apparent to Wells that his performance of the CC&Rs would not be  
21 followed by Defendants performance of the CC&Rs.

22 297. In addition, beginning in 2018, Wells duty to perform the CC&Rs was suspended  
23 resulting from the Supervening Event 2, whereby performance of the CC&Rs became subject to:

24 A. Anticipatory Repudiation, whereby Defendants as the repudiating party will not fulfill its  
25 obligations. (Restatement (Second) of Contracts (1981).)

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1 298. Defendants repudiation contributed materially to Wells suspension of his performance  
2 of the CC&Rs, and it was apparent to Wells that his performance of the CC&Rs would not be  
3 followed by Defendants performance of the CC&Rs.

4 299. In addition, beginning in 2018, Wells duty to perform the CC&Rs was suspended  
5 resulting from the Supervening Event 3, whereby performance of the CC&Rs became subject to:

6 A. Anticipatory Repudiation, whereby Defendants as the repudiating party will not fulfill its  
7 obligations. (Restatement (Second) of Contracts (1981).)

8 300. Defendants repudiation contributed materially to Wells suspension of his performance  
9 of the CC&Rs, and it was apparent to Wells that his performance of the CC&Rs would not be  
10 followed by Defendants performance of the CC&Rs.

11 301. Accordingly, the Supervening Event 1 caused Anticipatory Repudiation, and as a result  
12 Wells suspended his performance of the CC&Rs during the extraordinary change in circumstances  
13 while the Anticipatory Repudiation exists.

14 302. Accordingly, the Supervening Event 2 caused Anticipatory Repudiation, and as a result  
15 Wells suspended his performance of the CC&Rs during the extraordinary change in circumstances  
16 while the Anticipatory Repudiation exists.

17 303. Accordingly, the Supervening Event 3 caused Anticipatory Repudiation, and as a result  
18 Wells suspended his performance of the CC&Rs during the extraordinary change in circumstances  
19 while the Anticipatory Repudiation exists.

20 304. Furthermore, prior to signing the CC&Rs, Wells had no bargaining position and was  
21 not provided an opportunity to modify and/or augment the CC&Rs to include clauses to cover the  
22 Supervening Event 1, Supervening Event 2, and Supervening Event 3.

23 **CC&Rs NON-PERFORMANCE**

24 305. Defendants are not excused for not performing the CC&Rs Section 1.1.11, 3.1, 3.2,  
25 3.2.1, 3.3, 3.4, 3.4.2, 3.4.3, 3.6, 4.4.2, 4.4.3, 4.4.4, 4.4.5.1, 4.5.1, 4.5.3, 5.3, and 10.1.2.1.  
26  
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1 306. Wells suspension of his performance of the CC&Rs resulting from Impracticability and  
2 Frustration of Purpose does not excuse Defendants non-performance of the CC&Rs and does not  
3 give Defendants the right to not perform the CC&Rs.

4 307. Wells suspension of his performance of the CC&Rs resulting from Anticipatory  
5 Repudiation does not excuse Defendants non-performance of the CC&Rs and does not give  
6 Defendants the right to not perform the CC&Rs.

7 **DAVIS-STIRLING ACT VIOLATIONS**

8 308. Defendants are not excused for violating the Davis-Stirling Act California Civil Code  
9 §§ 5550(a), 5600(a), and 4775(a)(1).

10 309. Wells suspension of his performance of the CC&Rs resulting from Impracticability and  
11 Frustration of Purpose does not excuse Defendants violations of the Davis-Stirling Act and does not  
12 give Defendants the right to violate the Davis-Stirling Act.

13 310. Wells suspension of his performance of the CC&Rs resulting from Anticipatory  
14 Repudiation does not excuse Defendants violations of the Davis-Stirling Act and does not give  
15 Defendants the right to violate the Davis-Stirling Act.

16 **LOAN CONTRACT SUSPENSION**

17 311. On December 13, 2012, Wells entered into a loan contract for the Subject Property,  
18 hereafter “Loan Contract”.

19 312. The Sewer Blackwater Property Loss is a supervening event, which was not caused by  
20 Wells, could not have been prevented by Wells, was not reasonably foreseeable by Wells, was so  
21 severe that it is not fairly to be regarded by Wells as within the risks that he assumed under the  
22 Loan Contract, the non-occurrence of this event was a basic assumption of Wells on which the Loan  
23 Contract was made, and which substantially or totally destroyed the Subject Property, which is the  
24 real property subject matter of, basis of, and primary purpose for the Loan Contract, with more than  
25 \$1,000,000 in damages to the Subject Property, which represents around 60% of the expected  
26 valuation of the Subject Property, hereafter “Supervening Event 4”.

1           313. Homesite Insurance Company of California breach of the hazard insurance policy  
2 contract required by the Loan Contract, act of bad faith, and withholding of benefits due under the  
3 hazard insurance policy contract, and such withholding was without proper cause and unreasonable  
4 based on \$4,585.75 total benefits paid to Wells, however \$0 benefits were received and used by  
5 Wells, for hazard insurance coverages for the \$1,000,000 Sewer Blackwater Property Loss at the  
6 Subject Property is a supervening event, which was not caused by Wells, could not have been  
7 prevented by Wells, was not reasonably foreseeable by Wells, was so severe that it is not fairly to  
8 be regarded by Wells as within the risks that he assumed under the Loan Contract, the non-  
9 occurrence of this event was a basic assumption of Wells on which the Loan Contract was made,  
10 and which substantially impacted the Subject Property, which is the real property subject matter of,  
11 basis of, and primary purpose for the Loan Contract, hereafter “Supervening Event 5”.

12           314. Wells duty to perform the Loan Contract was suspended resulting from the  
13 Supervening Event 4, whereby performance of the Loan Contract became subject to:

14                   A. Impracticability that rendered performance impracticable as a result of the  
15 supervening event. (Restatement (Second) of Contracts (1981).); and

16                   B. Frustration of Purpose that rendered performance no longer valuable as a result of  
17 the supervening event. (Restatement (Second) of Contracts (1981).)

18           315. Wells duty to perform the Loan Contract was suspended resulting from the  
19 Supervening Event 5, whereby performance of the Loan Contract became subject to:

20                   A. Impracticability that rendered performance impracticable as a result of the  
21 supervening event. (Restatement (Second) of Contracts (1981).); and

22                   B. Frustration of Purpose that rendered performance no longer valuable as a result of  
23 the supervening event. (Restatement (Second) of Contracts (1981).)

24           316. Under Impracticability and Frustration of Purpose, when a supervening event  
25 temporarily causes Impracticability or Frustration of Purpose, the affected party may suspend its  
26 performance during the change in circumstances. (Restatement (Second) of Contracts (1981).)

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1 317. Accordingly, the Supervening Event 4 caused Impracticability and Frustration of  
2 Purpose, and as a result Wells suspended his performance of the Loan Contract during the  
3 extraordinary change in circumstances while the Impracticability and Frustration of Purpose exists.

4 318. Accordingly, the Supervening Event 5 caused Impracticability and Frustration of  
5 Purpose, and as a result Wells suspended his performance of the Loan Contract during the  
6 extraordinary change in circumstances while the Impracticability and Frustration of Purpose exists.

7 319. Furthermore, prior to signing the Loan Contract, Wells had no bargaining position and  
8 was not provided an opportunity to modify and/or augment the Loan Contract to include clauses to  
9 cover the Supervening Event 4 and Supervening Event 5.

10 **FORECLOSURE LOSS**

11 320. On or after January 2024, Wells will lose the Subject Property to foreclosure resulting  
12 from Wells suspension of the Loan Contract, hereafter "Foreclosure Loss".

13 321 Furthermore, Wells cannot successfully repair the entire front of the Subject Property,  
14 consisting of Easement Maintenance Areas on Lot 1, due to the severity of the Deferred  
15 Maintenance Property Loss.

16 322. Furthermore, Wells cannot successfully remediate and repair the Subject Property due  
17 to the toxic contamination of the Sewer Blackwater Property Loss.

18 323. Furthermore, the Subject Property with the severe Deferred Maintenance Property Loss  
19 and toxic contaminated condition of the Sewer Blackwater Property Loss merits the Foreclosure  
20 Loss.

21 324. Wells incurred damages of approximately \$1,128,840.55 due to the Foreclosure Loss,  
22 including:

23 A. Wells \$568,840.55 investment in the Subject Property;

24 B. Wells approximately \$50,000.00 maintenance of the Subject Property;

25 C. Wells approximately \$500,000.00 improvements to the Subject Property; and

26 D. Wells approximately \$10,000.00 building equipment for the Subject Property.

27 325. The Foreclosure Loss has damaged Wells credit reports score and status.

1 326. Wells generates income through billable time for consulting services he performs.

2 327. Between October 2023 and December 2023, Wells was required to spend 120 total  
3 hours, which includes 80 additional hours, to obtain a rental agreement due to the Foreclosure Loss.

4 328. The 80 additional hours were required due to Wells damaged credit reports score and  
5 status, hereafter "Relocation Additional Time".

6 329. Relocation Additional Time is time that Wells could not spend performing consulting  
7 services to generate income through billable time.

8 330. Between October 2023 and December 2023, Wells lost \$11,200.00 in income due to  
9 the Relocation Additional Time.

10 331. Between October 2023 and December 2023, Wells was required to purchase moving  
11 supplies and hire mover resources, hereafter "Moving Expense".

12 332. Between October 2023 and December 2023, Wells incurred approximately \$15,000.00  
13 expense for the Moving Expense.

14 333. Between October 2023 and January 2024, Wells was required to spend 200 hours to  
15 relocate his workspace and his residence due to the Foreclosure Loss, hereafter "Relocation Time".

16 334. Relocation Time is time that Wells could not spend performing consulting services to  
17 generate income through billable time.

18 335. Between October 2023 and January 2024, Wells lost \$28,000.00 in income due to the  
19 Relocation Time.

20 **SEWAGE DEBRIS NEGLIGENCE**

21 336. Between December 17, 2020 and December 30, 2020, Defendants did not remove the  
22 substantial amount of feces, urine, and used toilet paper on the common areas on Lot 1 (Subject  
23 Property) resulting from the Sewer Blackwater Property Loss. These common areas on Lot  
24 (Subject Property) include, but are not limited to, the Pedestrian Promenade Easement: Landscaping  
25 Easement Maintenance Areas in the front of the Subject Property, running the entire length of the  
26 home on the Subject Property, located directly against and attached to the front of the home on the  
27 Subject Property, located between five (5) and ten (10) feet below three (3) open windows of the  
28

1 home on the Subject Property, located ten (10) feet from the front door of the Subject Property, and  
2 located ten (10) feet from the side door of the Subject Property. These common areas on Lot 1  
3 (Subject Property) also include the City Parkway Easement: Landscaping.

4 337. On December 20, 2020, Los Angeles County Department of Public Health inspected  
5 the exterior of the Subject Property due to the Sewer Blackwater Property Loss with inspection  
6 results being sewage debris present and trash present, hereafter "Los Angeles County Department of  
7 Public Health inspection Report 1". A true and correct copy of the Los Angeles County Department  
8 of Public Health inspection Report 1 is hereto attached as Exhibit "J" and incorporated herein.

9 338. In Los Angeles County Department of Public Health inspection Report 1, trash present  
10 was due to the Trash System Loss.

11 339. On December 21, 2020, Los Angeles County Department of Public Health inspected  
12 the exterior of the Subject Property due to Sewer Blackwater Property Loss with inspection results  
13 being sewage debris present and trash not present, hereafter "Los Angeles County Department of  
14 Public Health inspection Report 2". A true and correct copy of the Los Angeles County Department  
15 of Public Health inspection Report 2 is hereto attached as Exhibit "K" and incorporated herein.

16 340. On December 29, 2020, Wells was forced to hire a contractor to remove the substantial  
17 amount of feces, urine, and used toilet paper on the common areas on Lot 1 (Subject Property).

18 341. On December 30, 2020, Los Angeles County Department of Public Health inspected  
19 the exterior of the Subject Property due to Sewer Blackwater Property Loss with inspection results  
20 being sewage debris not present and trash not present, hereafter "Los Angeles County Department  
21 of Public Health inspection Report 3". A true and correct copy of the Los Angeles County  
22 Department of Public Health inspection Report 3 is hereto attached as Exhibit "L" and incorporated  
23 herein.

24 342. Defendants were put on active notice several times by Wells to remove the sewage  
25 debris on the common areas on Lot 1 (Subject Property), however Defendants inaction, or act of no  
26 action, was negligent, intentional, and reckless.

1 343. Defendants were aware of the sewage debris on the common areas on Lot 1 (Subject  
2 Property), however Defendants inaction, or act of no action, was negligent, intentional, and  
3 reckless.

4 344. Defendants negligent, intentional, and reckless inaction, or act of no action, to remove  
5 the sewage debris on the common areas on Lot 1 (Subject Property), hereafter "Sewage Debris  
6 Negligence".

7 345. Between December 17, 2020 and December 30, 2020, for Sewage Debris Negligence,  
8 Defendants conduct was negligent, intentional, willful, calculated, extreme, outrageous, dangerous,  
9 malicious, atrocious, careless, in complete disregard of Wells, and intended to cause emotional  
10 distress to Wells.

11 346. Within one (1) or two (2) days after December 17, 2020, Defendants conduct should  
12 have been to hire a contractor to remove the substantial amount of feces, urine, and used toilet paper  
13 on the common areas on Lot 1 (Subject Property).

14 347. Wells incurred cost of removal due to Sewage Debris Negligence.

15 348. Wells has suffered and continues to suffer severe emotional distress, mental anguish,  
16 and loss of enjoyment in life due to the Sewage Debris Negligence.

17 **SEWAGE DEBRIS NEGLIGENCE EMOTIONAL DISTRESS**

18 349. Wells has suffered and continue to suffer severe emotional distress, mental anguish,  
19 and loss of enjoyment in life due to the Sewage Debris Negligence.

20 350. Wells has intense distress at real or symbolic reminders of the Sewage Debris  
21 Negligence events.

22 351. Wells has intrusive thoughts and images of the Sewage Debris Negligence events.

23 352. Wells sees, hears, smells, tastes, and feels everything as if the Sewage Debris  
24 Negligence events are happening to him all over again.

25 353. All of which results in intense headaches, intense distress, and intense anxiety for  
26 which Wells takes Ibuprofen 800 MG prescription medication daily.

27 **PRIVATE CACTUS NEGLIGENCE**

1           354. On November 12, 2014, Wells purchased a three (3) feet tall Euphorbia cactus from  
2 California Nursery Specialties and hired a landscaping contractor to plant the cactus directly, two to  
3 three (2-3) feet, in front of the Subject Property on a common area, to replace dead plants, pursuant  
4 to the Lot 1 Compliance, hereafter "Wells Cactus".

5           355. Over the next five (5) years, Wells cared for Wells Cactus, and hired landscaping  
6 contractors to care for Wells Cactus, and as a result Wells Cactus grew from three (3) feet tall to  
7 fifteen (15) feet tall, and every year bloomed purple flowers and fruits, which Wells admired from  
8 the front walkway and second floor windows of the Subject Property.

9           356. Before October 16, 2019, Defendants knew or should have known that Wells Cactus  
10 was the property of Wells and was cared for by Wells.

11           357. On October 16, 2019, Defendants used a machete to chop off one (1) of two (2) arms,  
12 which represents around 33%, of Wells Cactus, which led to the death of Wells Cactus within 12  
13 months thereafter, hereafter "Private Cactus Negligence".

14           358. On October 22, 2019, Jennifer Nguyen, Wells assistant at the time, sent an email  
15 according to the instructions of Wells, to Hopkins Responsible Owner regarding the Private Cactus  
16 Negligence, hereafter " Private Cactus Negligence Email". A true and correct copy of the Private  
17 Cactus Negligence Email is hereto attached as Exhibit "M" and incorporated herein.

18           359. Defendants act was negligent and reckless.

19           360. On October 16, 2019, for the Private Cactus Negligence, Defendants conduct was  
20 negligent, intentional, willful, calculated, extreme, outrageous, dangerous, malicious, atrocious,  
21 careless, and intended to cause emotional distress to Wells.

22           361. On October 16, 2019, Defendants conduct should have been to hire a contractor to  
23 support Wells Cactus arm with wood stakes, according to correct and proper cactus care practices  
24 or notify Wells who has before and would again support Wells Cactus arm with wood stakes  
25 according to correct and proper cactus care practices.

26           362. Wells has incurred property damaged due to the Private Cactus Negligence.  
27  
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1 363. Wells has suffered and continues to suffer severe emotional distress, mental anguish,  
2 and loss of enjoyment in life due to the Private Cactus Negligence.

3 **PRIVATE CACTUS NEGLIGENCE EMOTIONAL DISTRESS**

4 364. Wells has suffered and continue to suffer severe emotional distress, mental anguish,  
5 and loss of enjoyment in life due to the Private Cactus Negligence.

6 365. Wells has intense distress at real or symbolic reminders of the Private Cactus  
7 Negligence events.

8 366. Wells has intrusive thoughts and images of the Private Cactus Negligence events.

9 367. Wells sees, hears, smells, tastes, and feels everything as if the Private Cactus  
10 Negligence events are happening to him all over again.

11 368. All of which results in intense headaches, intense distress, and intense anxiety for  
12 which Wells takes Ibuprofen 800 MG prescription medication daily.

13 **VIDEO SURVEILLANCE NUISANCE**

14 369. In 2018, Defendants installed and/or maintained a small undetectable video  
15 surveillance camera on the utility room easement exterior wall, pointed directly at Wells garage, to  
16 monitor Wells, including but not limited to the coming and going of Wells, hereafter "Video  
17 Surveillance Nuisance".

18 370. The Video Surveillance Nuisance, is an annoyance which obstructs and interferes with  
19 Wells rights of quiet enjoyment at the Subject Property, and which resulted in and continues to  
20 result in severe emotional distress, mental anguish, and loss of enjoyment in life for Wells.

21 371. Between 2018 and September 2019, Video Surveillance Nuisance was continuous  
22 substantial, unreasonable, in complete disregard of Wells and Wells use and enjoyment of the  
23 Subject Property, and caused a nuisance for Wells.

24 372. Wells use and enjoyment of the Subject Property was obstructed by, interfered with  
25 and disturbed by Video Surveillance Nuisance.

26 373. In September 2019, Wells identified that the small undetectable object pointed at his  
27 garage was a video surveillance camera, then hired a contractor to remove the video surveillance  
28

1 camera, which the contractor reported to Wells was attached with a light magnetic connection to a  
2 small circular flat metal base, and was easily removed.

3 374. Wells has incurred cost of removal due to Video Surveillance Nuisance.

4 375. Wells has suffered and continues to suffer severe emotional distress, mental anguish,  
5 and loss of enjoyment in life due to the Video Surveillance Nuisance.

6 **VIDEO SURVEILLANCE NUISANCE EMOTIONAL DISTRESS**

7 376. Wells has suffered and continue to suffer severe emotional distress, mental anguish,  
8 and loss of enjoyment in life due to the Video Surveillance Nuisance.

9 377. Wells has intense distress at real or symbolic reminders of the Video Surveillance  
10 Nuisance events.

11 378. Wells has intrusive thoughts and images of the Video Surveillance Nuisance events.

12 379. Wells sees, hears, smells, tastes, and feels everything as if the Video Surveillance  
13 Nuisance events are happening to him all over again.

14 380. All of which results in intense headaches, intense distress, and intense anxiety for  
15 which Wells takes Ibuprofen 800 MG prescription medication daily.

16 **TRASH BAGS NUISANCE**

17 381. On and shortly after December 17, 2020, due to Sewer Blackwater Property Loss, and  
18 due to the Trash System Loss, any white trash bags and flattened or empty cardboard boxes placed  
19 when necessary on the adjacent pedestrian promenade walkway easement or placed unknowingly  
20 on the ground outside the trash room easement at the entrance of the driveway easement, were  
21 thrown against the front glass door and on the exterior private entry of the Subject Property by  
22 Defendants, hereafter "Trash Bags Nuisance".

23 382. The Trash Bags Nuisance was witnessed by Wells and Wells housekeeper at the time.

24 383. The Trash Bags Nuisance is an annoyance which blocked Wells ability to exit or enter  
25 through the front door of his home, which was and is the only access to the interior of the Subject  
26 Property due to the Sewer Blackwater Property Loss.

1 384. The Trash Bags Nuisance, is an annoyance which obstructs and interferes with Wells  
2 rights of quiet enjoyment at the Subject Property, and which resulted in and continues to result in  
3 severe emotional distress, mental anguish, and loss of enjoyment in life for Wells.

4 385. The Trash Bags Nuisance was substantial, unreasonable, in complete disregard of  
5 Wells and Wells use and enjoyment of the Subject Property, and caused a nuisance for Wells.

6 386. Wells use and enjoyment of the Subject Property was obstructed by, interfered with,  
7 and disturbed by the Trash Bags Nuisance.

8 387. Wells housekeeper cleaned the front glass door and exterior private entry of the Subject  
9 Property due to the Trash Bags Nuisance.

10 388. Wells incurred cost of maintenance due to the Trash Bags Nuisance.

11 389. Wells has suffered and continues to suffer severe emotional distress, mental anguish,  
12 and loss of enjoyment in life due to the Trash Bags Nuisance.

13 **TRASH BAGS NUISANCE EMOTIONAL DISTRESS**

14 390. Wells has suffered and continue to suffer severe emotional distress, mental anguish  
15 and loss of enjoyment in life due to the Trash Bags Nuisance.

16 391. Wells has intense distress at real or symbolic reminders of the Trash Bags Nuisance  
17 events.

18 392. Wells has intrusive thoughts and images of the Trash Bags Nuisance events.

19 393. Wells sees, hears, smells, tastes, and feels everything as if the Trash Bags Nuisance  
20 events are happening to him all over again.

21 394. All of which results in intense headaches, intense distress, and intense anxiety for  
22 which Wells takes Ibuprofen 800 MG prescription medication daily.

23 **COMMERCIAL FILMING NUISANCE**

24 395. Prior to March 11, 2022, Dyckman obtained Permit # LA00039464-4 from Los  
25 Angeles Department of Public Works Board of Public Works Office of Film and Television  
26 Production to perform commercial movie/television filming at 3341 Rowena Avenue, Los Angeles  
27 CA 90027, which is located in the Subject Community.



1           396. Between March 11, 2022 and March 18, 2022, continuously, Dyckman used the  
2 Subject Community to perform commercial movie/television filming, hereafter “Commercial  
3 Filming Nuisance”.

4           397. During the Commercial Filming Nuisance, Dyckman posted signs, such as parking  
5 signs, direction signs, crew signs, restroom signs, and filming signs, through the Subject  
6 Community for commercial movie/television filming.

7           398. During the Commercial Filming Nuisance, Dyckman placed bathrooms trailer for  
8 commercial movie/television filming, which create loud noises and emit noxious odors, along the  
9 street directly in front of the Subject Property.

10           399. The Commercial Filming Nuisance caused by Dyckman, is an annoyance which creates  
11 loud noises and emits bright lights by commercial movie/television filming equipment.

12           400. The Commercial Filming Nuisance caused by Dyckman, is an annoyance which creates  
13 loud noises by commercial movie/television filming crew.

14           401. The Commercial Filming Nuisance caused by Dyckman, is an annoyance which creates  
15 loud noises and emits noxious odors by commercial movie/television filming bathrooms trailer.

16           402. The Commercial Filming Nuisance caused by Dyckman, is an annoyance which  
17 requires activities to be stopped and repeated.

18           403. The Commercial Filming Nuisance caused by Dyckman, is an annoyance which  
19 requires time to be spent asking the commercial movie/television filming crew to be quiet.

20           404. The Commercial Filming Nuisance caused by Dyckman, is an annoyance which  
21 obstructs and interferes with Wells rights of quiet enjoyment at the Subject Property, and which  
22 resulted in and continues to result in severe emotional distress, mental anguish, and loss of  
23 enjoyment in life for Wells.

24           405. The Commercial Filming Nuisance continued after Dyckman was put on active notice  
25 several times by Wells regarding the Commercial Filming Nuisance.

1           406. The Commercial Filming Nuisance was continuous, substantial, unreasonable, in  
2 complete disregard of Wells and Wells use and enjoyment of the Subject Property, and caused a  
3 nuisance for Wells.

4           407. Wells use and enjoyment of the Subject Property and the Subject Community was  
5 obstructed by, interfered with, and disturbed by the Commercial Filming Nuisance through:

6                   A) Excessively loud banging noises from rolling and slamming down filming  
7 equipment by approximately fifty (50) film crew members on the pedestrian promenade staircase,  
8 walkway, steps, and stairs on Subject Property; and city sidewalk, parkway, and street abutting the  
9 front of Subject Property;

10                   B) Excessively loud speaking by approximately fifty (50) film crew members on the  
11 pedestrian promenade staircase, walkway, steps, and stairs on the Subject Property; and city  
12 sidewalk, parkway, and street abutting the front of the Subject Property;

13                   C) Excessively loud flushing of toilets by approximately fifty (50) film crew  
14 members in bathrooms trailer parked along the street abutting the front of the Subject Property;

15                   D) One (1) security guard standing on the city sidewalk, parkway, and street abutting  
16 the front of the Subject Property, facing the Subject Property, looking into Wells home windows  
17 24-hours each day for 8 days;

18                   E) One (1) security guard standing at the driveway access gate easement, monitoring  
19 all vehicles which enter and exit the driveway, 24-hours each day for 8 days; and

20                   F) A metal apparatus for film equipment cables installed on the door jam and asphalt  
21 floor of the entrance/exit to the driveway easement, which required hazardous special maneuvering  
22 by a vehicle in order to enter or exit the driveway easement.

23           408. On March 14, 2022 around 7 pm, Wells contacted Los Angeles Police Department to  
24 report Commercial Filming Nuisance, and around 8 pm Los Angeles Police were dispatched to  
25 3341 Rowena Avenue, Los Angeles, CA 90027 and the Subject Community for Los Angeles Police  
26 Department Report Incident # 220314004128, hereafter "Commercial Filming Police Report".  
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1           409. During the Commercial Filming Nuisance, Wells did not interact with the commercial  
2 movie/television filming equipment, metal apparatus, cables, bathrooms trailer, vehicles, security  
3 guards, or crew, except to ask the commercial movie/television filming crew to be quiet from the  
4 windows of the Subject Property. This truth is contrary to Hopkins and Dyckman false allegations  
5 against Wells related to a baseball bat, camera, and mobile phone during the Commercial Filming  
6 Nuisance.

7           410. Between March 14, 2022 and March 21, 2022, Wells notified Dyckman, Los Angeles  
8 Department of Public Works, and FilmLA of Commercial Filming Nuisance by email, hereafter  
9 "Commercial Filming Email". A true and correct copy of the Commercial Filming Email is hereto  
10 attached as Exhibit "P" and incorporated herein.

11           411. After March 18, 2022, Dyckman and his approximately fifty (50) crew members left  
12 adhesive from posted signs on Pedestrian Promenade Easement walkway rails, chipped paint from  
13 posted signs on Pedestrian Promenade Easement walkway rails, damaged metal and chipped paint  
14 from constructed metal apparatuses on Common Use Driveway Easement door jam, two (2) holes  
15 drilled with white plastic conduits protruding from the concrete structure at the entrance of the  
16 Common Use Driveway Easement, metal poles from constructed metal apparatuses on Common  
17 Use Driveway Easement, debris and stains on floor of Pedestrian Promenade Easement walkway,  
18 debris on City Parkway Easement, and debris and stains on asphalt of city street from bathrooms  
19 trailer discharge directly in front of the Subject Property.

20           412. Wells generates income through billable time for consulting services he performs at the  
21 Subject Property.

22           413. Wells spent 96 hours to stop business activities, ask the commercial movie/television  
23 filming crew to be quiet, and repeat business activities due to the Commercial Filming Nuisance  
24 hereafter "Commercial Filming Time".

25           414. The Commercial Filming Time is time that Wells could not spend performing  
26 consulting services to generate income through billable time.

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1 415. Wells has suffered and continues to suffer severe emotional distress, mental anguish,  
2 and loss of enjoyment in life due to the Commercial Filming Nuisance.

3 416. Stigma is the permanent, long-lasting, continuing vicarious, and residual loss in value  
4 suffered by previous nuisance at real property after and despite nuisance discontinuation.

5 417. After and despite nuisance discontinuation, the Subject Property will not be restored to  
6 its full value.

7 418. There is a psychological stigma or taint on the Subject Property causing it to have a  
8 lower value.

9 419. The Subject Property has been diminished in value due to the Commercial Filming  
10 Nuisance.

11 420. The Subject Property value has been diminished due to stigma in the areas of public  
12 awareness, and real estate disclosures.

13 Public Awareness

14 421. The market of buyers, hereafter "Market", perceive a stigma on the Subject Property  
15 The Subject Property has a reputation for having a commercial filming problem.

16 422. There is a close connection between commercial filming and stigmatized properties  
17 within the Subject Community.

18 423. Stigma has diminished the value of the Subject Property by affecting the Market  
19 perception of the Subject Property.

20 424. The Market perceives a threat of future diminished value of the Subject Property due to  
21 the commercial filming problem.

22 Real Estate Disclosures

23 425. Pursuant to California Civil Code §§ 1102-1102.17 in Transfer Disclosure Statement,  
24 real property owner is required to disclose material defects or facts to a potential buyer, hereafter  
25 "Disclosures".  
26  
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1 426. Disclosures include construction defects, damages, repairs, neighborhood noise or odor  
2 nuisance problems, water (irrigation, rain, sewer) damages, and judicial (arbitration, state court,  
3 federal court) actions.

4 427. Accordingly, Wells applicable Disclosures will include:

5 A) Community Noise Nuisance Problem

6 B) Community Odor Nuisance Problem

7 C) Judicial Action

8 428. Stigma has diminished the value of the Subject Property through real estate disclosures  
9 due to the Commercial Filming Nuisance.

10 429. Wells has suffered and continues to suffer severe emotional distress, mental anguish,  
11 and loss of enjoyment in life due to Commercial Filming Nuisance.

12 **COMMERCIAL FILMING NUISANCE EMOTIONAL DISTRESS**

13 430. Wells has suffered and continue to suffer severe emotional distress, mental anguish  
14 and loss of enjoyment in life due to the Commercial Filming Nuisance.

15 431. Wells has intense distress at real or symbolic reminders of the Commercial Filming  
16 Nuisance events.

17 432. Wells has intrusive thoughts and images of the Commercial Filming Nuisance events.

18 433. Wells sees, hears, smells, tastes, and feels everything as if the Commercial Filming  
19 Nuisance events are happening to him all over again.

20 434. All of which results in intense headaches, intense distress, and intense anxiety for  
21 which Wells takes Ibuprofen 800 MG prescription medication daily.

22 **EMOTIONAL DISTRESS DAMAGES**

23 435. Wells claim for emotional distress damages meets the essential factual elements as set  
24 forth in CACI No. 1620, including:

25 A) Defendants were negligent;

26 B) Wells suffered and continues to suffer serious emotional distress; and  
27  
28

1 C) Defendants negligence was a substantial factor in causing Wells serious  
2 emotional distress.

3 436. Wells claim for emotional distress damages meets the essential factual elements as set  
4 forth for nuisance:

5 A) Defendants were a continuous nuisance;

6 B) Wells suffered and continues to suffer serious emotional distress; and

7 C) Defendants continuous nuisance was a substantial factor in causing Wells serious  
8 emotional distress.

9 **PUNITIVE DAMAGES**

10 437. Wells claim for punitive damages is pursuant to California Civil Code § 3294(a) and  
11 (c)(1) for the Sewage Debris Negligence, Private Cactus Negligence, Video Surveillance Nuisance,  
12 Trash Bags Nuisance, and Commercial Filming Nuisance based on Defendants egregious,  
13 outstandingly bad and reprehensible conduct, acts, inactions, consciously, deliberately, willfully  
14 and intentionally calculated, committed, perpetrated, and authorized with malice, evil motives  
15 wrongful bad intention, and ill will with intent to harm Wells, and obviously wrong, beyond a  
16 reasonable degree, hereafter "Defendants Negligence & Nuisance ".

17 438. Defendants were put on active notice numerous times by Wells, were actively aware of  
18 the reasonably foreseeable dangers or risks to Wells associated with the Defendants Negligence &  
19 Nuisance.

20 439. The Defendants Negligence & Nuisance follow a fact pattern of informed, conscious,  
21 intentional, targeted, and calculated malicious intent to harm Wells, hereafter "Defendants  
22 Negligence & Nuisance Fact Pattern". The Defendants Negligence & Nuisance Fact Pattern  
23 includes:

24 A) The Defendants Negligence & Nuisance was intentionally, continuously, and  
25 specifically targeted at Wells only, and not target at All Owners in the Subject Community;  
26  
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1 B) Defendants intentionally did not inform or include Wells only, but did inform and  
2 include All Owners, except Wells, in the Subject Community, in the notification and voting process  
3 to amend the CC&Rs;

4 C) Defendants intentionally and continuously attempt to charge Wells only, but not  
5 All Owners in the Subject Community, for the private trash collection service;

6 D) Defendants intentionally and continuously refused to remove a substantial  
7 amount of feces, urine, and used toilet paper on the common areas along the entire front of the  
8 Subject Property, regardless of the active notices by Wells;

9 E) Defendants intentionally used a machete to mutilate and kill Wells fifteen (15)  
10 feet tall Euphorbia cactus in front of the Subject Property;

11 F) Defendants intentionally did not clean up a substantial amount of glass shards on  
12 the driveway directly outside the vehicle garage of the Subject Property;

13 G) Defendants intentionally and continuously refused to close the trash room door in  
14 the Subject Community, regardless of the sights and odors of trash, and regardless of the active  
15 notice by Wells;

16 H) Defendants intentionally and continuously monitored Wells with a video  
17 surveillance camera pointed at the vehicle garage of the Subject Property;

18 I) Defendants intentionally and continuously washed their cars in carports, open  
19 garages, and/or the driveway, allowing associated water with soap and chemicals to run down the  
20 driveway onto Wells garage flooring on the Subject Property, regardless of the visible path of this  
21 water onto Wells garage flooring, during and after car washing;

22 J) Defendant Dyckman intentionally and continuously refused to stop the  
23 commercial movie/television filming in the Subject Community and on the Subject Property  
24 regardless of the active notices and police dispatch by Wells;

25 K) Defendants intentionally and continuously threw trash bags and cardboard boxes  
26 against the front glass door and on the exterior private entry of the Subject Property;

1 L) Wells was required to act, at the expense of Wells, because Defendants  
2 intentionally and continuously refused to act or discontinue an act, to stop the Defendants  
3 Negligence & Nuisance and associated damages to Wells; and

4 M) Defendants intentional, egregious, and malicious conduct with intent to harm  
5 Wells resulted in the Foreclosure Loss for Wells.

6 440. The Defendants Negligence & Nuisance Fact Pattern are clear and convincing evidence  
7 of ultimate facts of malice to warrant punitive damages pursuant to California Civil Code § 3294(a)  
8 and (c)(1).

9 441. The Defendants Negligence & Nuisance and the associated Defendants Negligence &  
10 Nuisance Fact Pattern are clearly and unambiguously:

11 A) Representative of conscious wrong-doing, malice, and ill will;

12 B) Representative of conscious total disregard for Wells safety and well-being;

13 C) Intended to harm Wells;

14 D) Intended to cause emotional distress to Wells;

15 E) Intended to impose burdens on Wells use of the Subject Property;

16 F) Intended to impose burdens on Wells use of the Subject Community;

17 G) Intended to cause the Foreclosure Loss for Wells;

18 H) Despicable conduct that rises above unreasonable and reckless conduct; and

19 I) Despicable conduct that would be looked down upon and despised by an ordinary  
20 reasonable person.

21 442. For the Defendants Negligence & Nuisance and the associated Defendants Negligence  
22 & Nuisance Fact Pattern, punitive and exemplary damages are warranted and necessary to punish  
23 Defendants and discourage future wrongful conduct.

24 443. Paragraph 439(K) is equivalent to the allegation against Wells made by Defendant  
25 Hopkins as the basis for the Private Nuisance cause of action in the First Amended Cross-Complaint  
26 for which Defendant Hopkins request punitive damages:  
27  
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1 444. Wells will be prejudiced if the Court allows a request for punitive damages by  
2 Defendant Hopkins based on an allegation equivalent to paragraph 439(K), but denies a request for  
3 punitive damages by Plaintiff Wells based on paragraph 439(K).

4 **JURISDICTION**

5 445. The CC&Rs was to be performed within the judicial boundaries of the above-entitled  
6 court. The Subject Property is located within the judicial boundaries of the above-entitled court.  
7 The Subject Community is located within the judicial boundaries of the above-entitled court. The  
8 amount in controversy is in excess of \$25,000.00. Accordingly, this Court is the proper Court for  
9 the trial of these actions.

10 **FIRST CAUSE OF ACTION**

11 (Breach of CC&Rs Against Defendants HOPKINS and DYCKMAN)

12 446. Wells repeats and realleges paragraphs 1 through 445 of General Allegations, and by  
13 this reference incorporates the same as though fully set forth herein.

14 447. A valid written contract (CC&Rs) exists between Wells and Defendants.

15 448. Wells performed the CC&Rs, then beginning in 2018, Wells suspended his  
16 performance of the CC&Rs during the extraordinary change in circumstances while the  
17 Impracticability and Frustration of Purpose exists due to the Supervening Event 1.

18 449. Wells performed the CC&Rs, then beginning in 2018, Wells suspended his  
19 performance of the CC&Rs during the extraordinary change in circumstances while the  
20 Impracticability and Frustration of Purpose exists due to the Supervening Event 2.

21 450. Wells performed the CC&Rs, then beginning in 2018, Wells suspended his  
22 performance of the CC&Rs during the extraordinary change in circumstances while the  
23 Impracticability and Frustration of Purpose exists due to the Supervening Event 3.

24 451. Wells performed the CC&Rs, then beginning in 2018, Wells suspended his  
25 performance of the CC&Rs during the extraordinary change in circumstances while the  
26 Anticipatory Repudiation exists due to the Supervening Event 1.

1 452. Wells performed the CC&Rs, then beginning in 2018, Wells suspended his  
2 performance of the CC&Rs during the extraordinary change in circumstances while the  
3 Anticipatory Repudiation exists due to the Supervening Event 2.

4 453. Wells performed the CC&Rs, then beginning in 2018, Wells suspended his  
5 performance of the CC&Rs during the extraordinary change in circumstances while the  
6 Anticipatory Repudiation exists due to the Supervening Event 3.

7 454. Accordingly, Wells is excused for not paying the monthly fee pursuant to the CC&Rs  
8 from 2018 through the present date.

9 455. Accordingly, Wells is not responsible to pay the monthly fee pursuant to the CC&Rs  
10 from 2018 through the present date.

11 456. Accordingly, Wells is excused for any alleged nuisance from 2018 through the present  
12 date.

13 457. Accordingly, Wells is not responsible for any alleged nuisance from 2018 through the  
14 present date.

15 458. Accordingly, Wells is excused for any alleged breach of CC&Rs from 2018 through the  
16 present date.

17 459. Accordingly, Wells is not responsible for any alleged breach of CC&Rs from 2018  
18 through the present date.

19 460. Defendants breached the CC&Rs.

20 461. Defendants are not excused for breaching the CC&Rs.

21 462. Damages were caused to Wells due to Defendants breach of the CC&Rs.

22 463. Defendants breach of the CC&Rs was a substantial factor in causing damages to Wells.

23 464. Defendants violated the Davis-Stirling Act duty to inspect common areas, and violated  
24 California Civil Code §§ 5550(a), 5600(a), and 4775(a)(1), resulting in Deferred Maintenance  
25 Property Loss.

26 465. Defendants breached CC&Rs Section 1.1.11, 3.1, 3.2, 3.2.1, and 10.1.2.1, resulting in  
27 Deferred Maintenance Property Loss.

28

1 466. Wells seeks to recover damages for the diminished value of the Subject Property for  
2 cost of repair due to the Deferred Maintenance Property Loss.

3 467. Wells seeks to recover damages for the diminished value of the Subject Property for  
4 stigma due to the Deferred Maintenance Property Loss.

5 468. Wells seeks to recover damages for the diminished value of the Subject Property for  
6 impaired marketability due to the Deferred Maintenance Property Loss.

7 469. Wells seeks to recover damages for the lost interest on the sale proceeds of the Subject  
8 Property for delay due to the Deferred Maintenance Property Loss.

9 470. Defendants breached the Davis-Stirling Act duty to inspect common areas, and violated  
10 California Civil Code §§ 5550(a), 5600(a), and 4775(a)(1), resulting in Sewer Blackwater Property  
11 Loss.

12 471. Defendants breached CC&Rs Section 1.1.11, 3.1, 3.2, 3.2.1, and 10.1.2.1, resulting in  
13 Sewer Blackwater Property Loss.

14 472. Wells seeks to recover damages for the cost of remediation completed due to the Sewer  
15 Blackwater Property Loss.

16 473. Wells seeks to recover damages for the cost of remediation due to the Sewer  
17 Blackwater Property Loss.

18 474. Wells seeks to recover damages for the cost of repair due to the Sewer Blackwater  
19 Property Loss.

20 475. Wells seeks to recover damages for the loss of personal property due to the Sewer  
21 Blackwater Property Loss.

22 476. Wells seeks to recover damages for the loss of vehicle 1 due to the Sewer Blackwater  
23 Property Loss.

24 477. Wells seeks to recover damages for the loss of vehicle 2 due to the Sewer Blackwater  
25 Property Loss.

26 478. Wells seeks to recover damages for the loss of valuable papers and records due to the  
27 Sewer Blackwater Property Loss.

28

1 479. Wells seeks to recover damages for the loss of income due to the Sewer Blackwater  
2 Property Loss.

3 480. Wells seeks to recover damages for the loss of use due to the Sewer Blackwater  
4 Property Loss.

5 481. Wells seeks to recover damages for the moving expense due to the Sewer Blackwater  
6 Property Loss.

7 482. Wells seeks to recover damages for the storage expense due to the Sewer Blackwater  
8 Property Loss.

9 483. Wells seeks to recover damages for the diminished value of the Subject Property for  
10 stigma due to the Sewer Blackwater Property Loss.

11 484. Wells seeks to recover damages for the diminished value of the Subject Property for  
12 impaired marketability due to the Sewer Blackwater Property Loss.

13 485. Wells seeks to recover damages for the lost interest on sale proceeds of the Subject  
14 Property for delay due to the Sewer Blackwater Property Loss.

15 486. Wells seeks to recover damages for the lost income due to the Repair Project Time.

16 487. Wells performed the Loan Contract, then Wells suspended his performance of the Loan  
17 Contract during the extraordinary change in circumstances while the Impracticability and  
18 Frustration of Purpose exists due to the Supervening Event 4.

19 488. Wells performed the Loan Contract, then Wells suspended his performance of the Loan  
20 Contract during the extraordinary change in circumstances while the Impracticability and  
21 Frustration of Purpose exists due to the Supervening Event 5.

22 489. Wells seeks to recover damages for the Foreclosure Loss due to the breach of CC&Rs.

23 490. Wells seeks to recover damages for the Relocation Additional Time due to the breach  
24 of CC&Rs.

25 491. Wells seeks to recover damages for the Relocation Time due to the breach of CC&Rs.

26 492. Wells seeks to recover damages for the Moving Expense due to the breach of CC&Rs.

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1 493. Defendants breached CC&Rs Section 3.2, 3.3, 3.4, 3.4.2, 3.4.3, 3.6, and 4.5.3, resulting  
2 in Administrative, Operational, Financial, and Insurance Breaches.

3 494. Defendants breached CC&Rs Section 1.1.11, 3.2, and 4.5.1, resulting in Water Utility  
4 Sub-Meters Breaches.

5 495. Defendants breached CC&Rs Section 3.4.3, and 5.3, resulting in Written Notice  
6 Breaches.

7 496. Defendants breached CC&Rs Section 1.1.11, 3.1, 3.2, 3.2.1, and 10.1.2.1, resulting in  
8 Driveway Glass Hazard.

9 497. Wells seeks to recover damages for the cost of maintenance due to the Driveway Glass  
10 Hazard.

11 498. Defendants breached CC&Rs Section 4.4.5.1, resulting in Car Washing Damage.

12 499. Wells seeks to recover damages for the cost of repair due to the Car Washing Damage.

13 500. Defendants breached CC&Rs Section 1.1.11, 3.1, 3.2, 3.2.1, and 10.1.2.1, resulting in  
14 Trash Room Improper Operation.

15 501. Defendants breached CC&Rs Section 4.4.4, resulting in Trash Room Improper Display.

16 502. Responsible Owners breached CC&Rs Section 4.4.4, resulting in Guns Nuisance.

17 503. Wells contends the use of an electric blower on easements on the Subject Property, and  
18 city sidewalk, city parkway, and city street directly in front of the Subject Property will breach  
19 CC&Rs Section 4.4.4, causing Electric Blower Nuisance.

20 504. An actual controversy has arisen between Plaintiff Wells and Defendants Hopkins and  
21 Dyckman as to the validity and enforceability of 2019 Amendment To CC&Rs.

22 505. Resolution of the validity and enforceability of 2019 Amendment To CC&Rs by  
23 declaration of the Court is necessary, as there exists no adequate remedy at law.

24 506. Wells contends and argues that Defendants filed 2019 Amendment To CC&Rs in  
25 violation of California Civil Code §§ 5115(g), 5105(g)(4), 5105(g)(1), and 5120(b).

26 507. Wells contends and argues that 2019 Amendment To CC&Rs is Invalid and  
27 Unenforceable Amendment To CC&Rs.

28

1 508. Wells, therefore, seeks a declaratory judgment regarding this contention.

2 **SECOND CAUSE OF ACTION**

3 (Negligence Against Defendants HOPKINS and DYCKMAN)

4 509. Wells repeats and realleges paragraphs 1 through 445 of General Allegations, and by  
5 this reference incorporates the same as though fully set forth herein.

6 510. Defendants had a duty of care or an obligation to avoid careless actions that could  
7 cause harm to Wells and his property.

8 511. Defendants failed to provide the standard of care that a reasonable person would have  
9 in the same situation.

10 512. Defendants negligently and intentionally did not remove the substantial amount of  
11 feces, urine, and used toilet paper on the common areas on Lot 1 (Subject Property) resulting from  
12 the Sewer Blackwater Property Loss, resulting in Sewage Debris Negligence.

13 513. Defendants negligence represents intentional and reckless conduct affecting the  
14 property and life of Wells, and an extreme departure from the ordinary standard of care.

15 514. Had Defendants removed the substantial amount of feces, urine, and used toilet paper  
16 on the common areas on Lot 1 (Subject Property) resulting from the Sewer Blackwater Property  
17 Loss, Wells would not seek to recover damages as necessary to be made whole, including cost of  
18 removal.

19 515. Wells seeks to recover damages for the cost of removal due to the Sewage Debris  
20 Negligence.

21 516. The CC&Rs does not address sewage debris removal on the common areas.

22 517. Davis-Stirling Act, under HOA Maintenance section, Black Water - Clean-Up, does  
23 address sewage debris removal on the common areas as "That means associations must move  
24 quickly to remove all water from carpets, floors and walls and clean any contaminated areas if gray  
25 or black water is involved."

26 518. Defendants had a duty of care or an obligation to avoid careless actions that could  
27 cause harm to Wells and his property.

1 519. Defendants failed to provide the standard of care that a reasonable person would have  
2 in the same situation.

3 520. Defendants negligently used a machete to chop off around 33% of Wells Cactus, which  
4 led to the death of Wells Cactus within 12 months thereafter, resulting in Private Cactus  
5 Negligence.

6 521. Defendants negligence represents reckless conduct affecting the property and life of  
7 Wells, and an extreme departure from the ordinary standard of care.

8 522. Had Defendants not used a machete to chop off around 33% of Wells Cactus, Wells  
9 would not seek to recover damages as necessary to be made whole, including property damage.

10 523. Wells seeks to recover damages for the property damage due to the Private Cactus  
11 Negligence.

12 524. The CC&Rs does not address private cactus maintenance on the common areas.

13 **THIRD CAUSE OF ACTION**

14 (Negligent Infliction of Emotional Distress Against Defendants HOPKINS and DYCKMAN)

15 525. Wells repeats and realleges paragraphs 1 through 445 of General Allegations, and by  
16 this reference incorporates the same as though fully set forth herein.

17 526. Defendants negligently and intentionally did not remove the substantial amount of  
18 feces, urine, and used toilet paper on the common areas on Lot 1 (Subject Property) resulting from  
19 Sewer Blackwater Property Loss, resulting in Sewage Debris Negligence.

20 527. Defendants conduct was negligent, intentional, calculated, extreme, outrageous,  
21 dangerous, malicious, atrocious, careless, in complete disregard of Wells, and intended to cause  
22 emotional distress to Wells for the Sewage Debris Negligence.

23 528. Wells has suffered and continues to suffer severe emotional distress, mental anguish,  
24 and loss of enjoyment in life due to the Sewage Debris Negligence.

25 529. An ordinary, reasonable person would be unable to cope with the emotional distress,  
26 mental anguish, and loss of enjoyment in life engendered by the circumstances resulting from the  
27 Sewage Debris Negligence.

28

1 530. Wells has suffered and continues to suffer intolerable living conditions, and a constant,  
2 justifiable anxiety about the contaminated condition of Lot 1 (Subject Property).

3 531. An ordinary, reasonable person would be unable to cope with the intolerable living  
4 conditions, and constant anxiety about the contaminated condition of Lot 1 (Subject Property)  
5 engendered by the circumstances resulting from the Sewage Debris Negligence.

6 532. Wells seeks to recover damages for emotional distress due to the Sewage Debris  
7 Negligence.

8 533. The CC&Rs does not address sewage debris removal on the common areas.

9 534. Defendants negligently used a machete to chop off around 33% of Wells Cactus, which  
10 led to the death of Wells Cactus within 12 months thereafter, resulting in the Private Cactus  
11 Negligence.

12 535. Defendants conduct was negligent, intentional, calculated, extreme, outrageous,  
13 dangerous, malicious, atrocious, careless, and intended to cause emotional distress to Wells for the  
14 Private Cactus Negligence.

15 536. Wells has suffered and continues to suffer severe emotional distress, mental anguish,  
16 and loss of enjoyment in life due to the Private Cactus Negligence.

17 537. An ordinary, reasonable person would be unable to cope with the emotional distress,  
18 mental anguish, and loss of enjoyment in life engendered by the circumstances resulting from the  
19 Private Cactus Negligence.

20 538. Wells has suffered and continues to suffer intolerable living conditions, and a constant,  
21 justifiable anxiety about the destruction of cactus on Lot 1 (Subject Property).

22 539. An ordinary, reasonable person would be unable to cope with the intolerable living  
23 conditions, and constant anxiety about the destruction of cactus on Lot 1 (Subject Property)  
24 engendered by the circumstances resulting from the Private Cactus Negligence.

25 540. Wells seeks to recover damages for emotional distress due to the Private Cactus  
26 Negligence.

27 541. The CC&Rs does not address private cactus maintenance on the common areas.  
28



1 **FOURTH CAUSE OF ACTION**

2 (Private Nuisance Against Defendants HOPKINS and DYCKMAN)

3 542. Wells repeats and realleges paragraphs 1 through 445 of General Allegations, and by  
4 this reference incorporates the same as though fully set forth herein.

5 543. Defendants intentionally installed and/or maintained a small undetectable video  
6 surveillance camera on the utility room easement exterior wall, pointed directly at Wells garage, to  
7 monitor Wells, including but not limited to the coming and going of Wells, causing the Video  
8 Surveillance Nuisance.

9 544. Video Surveillance Nuisance was continuous, substantial, unreasonable, in complete  
10 disregard of Wells, and caused a nuisance for Wells.

11 545. Wells use and enjoyment of the Subject Property was obstructed by, interfered with,  
12 and disturbed by Video Surveillance Nuisance.

13 546. Wells seeks to recover damages for the cost of removal due to the Video Surveillance  
14 Nuisance.

15 547. Wells has suffered and continues to suffer severe emotional distress, mental anguish,  
16 and loss of enjoyment in life due to the Video Surveillance Nuisance.

17 548. An ordinary, reasonable person would be unable to cope with the emotional distress,  
18 mental anguish, and loss of enjoyment in life engendered by the circumstances resulting from the  
19 Video Surveillance Nuisance.

20 549. Wells has suffered and continues to suffer intolerable living conditions, and a constant,  
21 justifiable anxiety about being monitored by video surveillance at the Subject Property.

22 550. An ordinary, reasonable person would be unable to cope with the intolerable living  
23 conditions, and constant anxiety about being monitored by video surveillance at the Subject  
24 Property engendered by the circumstances resulting from the Video Surveillance Nuisance.

25 551. Wells seeks to recover damages for emotional distress due to the Video Surveillance  
26 Nuisance.

27 552. The CC&Rs does not address video surveillance in the Subject Community.  
28

1           553. Defendants intentionally threw trash bags and flattened or empty cardboard boxes  
2 against the front glass door and on the exterior private entry of the Subject Property, causing the  
3 Trash Bags Nuisance.

4           554. The Trash Bags Nuisance was continuous, substantial, unreasonable, in complete  
5 disregard of Wells, and caused a nuisance for Wells.

6           555. Wells use and enjoyment of the Subject Property was obstructed by, interfered with,  
7 and disturbed by the Trash Bags Nuisance.

8           556. Wells seeks to recover damages for the cost of maintenance due to the Trash Bags  
9 Nuisance.

10          557. Wells has suffered and continues to suffer severe emotional distress, mental anguish,  
11 and loss of enjoyment in life due to the Trash Bags Nuisance.

12          558. An ordinary, reasonable person would be unable to cope with the emotional distress,  
13 mental anguish, and loss of enjoyment in life engendered by the circumstances resulting from the  
14 Trash Bags Nuisance.

15          559. Wells has suffered and continues to suffer intolerable living conditions, and a constant,  
16 justifiable anxiety about trash bags and flattened or empty cardboard boxes being thrown against the  
17 front glass door and on the exterior private entry of the Subject Property.

18          560. An ordinary, reasonable person would be unable to cope with the intolerable living  
19 conditions, and constant anxiety about trash bags and flattened or empty cardboard boxes being  
20 thrown against the front glass door and on the exterior private entry of the Subject Property  
21 engendered by the circumstances resulting from the Trash Bags Nuisance.

22          561. Wells seeks to recover damages for emotional distress due to the Trash Bags Nuisance.

23          562. The CC&Rs does not address trash bags and cardboard boxes throwing on private  
24 property.

25          563. Defendant Dyckman used the Subject Community for commercial movie/television  
26 filming, including posting signs, posting cones, commercial movie/television filming equipment  
27  
28

1 constructing metal apparatuses, bathrooms trailer, approximately fifty (50) crew members, and two  
2 (2) 24-hour security guards, causing the Commercial Filming Nuisance.

3 564. The Commercial Filming Nuisance was continuous, substantial, unreasonable, in  
4 complete disregard of Wells, and caused a nuisance for Wells.

5 565. Wells use and enjoyment of the Subject Property was obstructed by, interfered with,  
6 and disturbed by the Commercial Filming Nuisance.

7 566. Wells seeks to recover damages for the loss of income due to the Commercial Filming  
8 Nuisance.

9 567. Wells seeks to recover damages for the diminished value of the Subject Property for  
10 stigma due to the Commercial Filming Nuisance.

11 568. Wells seeks to recover damages for the diminished value of the Subject Property for  
12 impaired marketability due to the Commercial Filming Nuisance.

13 569. Wells has suffered and continues to suffer severe emotional distress, mental anguish,  
14 and loss of enjoyment in life due to the Commercial Filming Nuisance.

15 570. An ordinary, reasonable person would be unable to cope with the emotional distress,  
16 mental anguish, and loss of enjoyment in life engendered by the circumstances resulting from the  
17 Commercial Filming Nuisance.

18 571. Wells has suffered and continues to suffer intolerable living conditions, and a constant  
19 justifiable anxiety about the commercial filming noises and odors at the Subject Property.

20 572. An ordinary, reasonable person would be unable to cope with the intolerable living  
21 conditions, and constant anxiety about the commercial filming noises and odors at the Subject  
22 Property engendered by the circumstances resulting from the Commercial Filming Nuisance.

23 573. Wells seeks to recover damages for emotional distress due to the Commercial Filming  
24 Nuisance.

25 574. An actual controversy has arisen between Plaintiff Wells and Defendant Dyckman as to  
26 the Commercial Filming Nuisance at the Subject Community.

27  
28

1 575. Resolution of the Commercial Filming Nuisance at the Subject Community by  
2 injunction of the Court is necessary, as Wells has no adequate remedy at law and irreparable harm  
3 will result if the injunctive relief is not granted.

4 576. Accordingly, injunctive relief is requested under California Code of Civil Procedure §  
5 526.

6 577. Unless restrained by this Court, Dyckman will continue to use the Subject Community  
7 for commercial movie/television filming, resulting in the Commercial Filming Nuisance.

8 578. Dyckman has already ignored Wells cease-and-desist letter.

9 579. Absent an injunction, Dyckman will not stop.

10 580. Wells contends and argues that between March 11, 2022 and March 18, 2022,  
11 continuously, Dyckman caused the Commercial Filming Nuisance.

12 581. Wells contends and argues that between March 11, 2022 and March 18, 2022,  
13 continuously, Dyckman caused a nuisance to Wells through the Commercial Filming Nuisance, and  
14 Wells rights of quiet enjoyment at the Subject Property was obstructed by, interfered with, and  
15 disturbed by the Commercial Filming Nuisance.

16 582. Wells has lost income and continues to lose income due to the Commercial Filming  
17 Nuisance.

18 583. Wells Subject Property has been diminished in value and continues to be diminished in  
19 value for stigma and impaired marketability due to the Commercial Filming Nuisance.

20 584. Wells has suffered and continues to suffer severe emotional distress, mental anguish,  
21 and loss of enjoyment in life due to the Commercial Filming Nuisance.

22 585. Accordingly, Wells contends and argues that the Commercial Filming Nuisance should  
23 be disallowed by injunction.

24 586. Wells has no adequate remedy at law, as Wells cannot compel Dyckman to stop the  
25 commercial movie/television filming at the Subject Community, stop the Commercial Filming  
26 Nuisance, restore Wells income, and restore Wells Subject Property to its former value without  
27 court intervention.

28

587. If Dyckman is not enjoined from the acts alleged herein, Wells income and Wells Subject Property will be irreparably harmed in an ongoing manner, for which monetary damage is inadequate.

588. If Dyckman is not enjoined from the acts alleged herein, Wells mental health will be irreparably harmed in an ongoing manner, for which emotional distress and punitive damages are inadequate.

589. Wells, therefore, seeks an injunctive judgment regarding Wells contention set forth herein.

590. Wells has been required to protect his interests and mental health by bringing an action against Dyckman, requiring Wells to incur costs of suit and attorney's fees due to the Commercial Filming Nuisance.

591. The CC&Rs does not address commercial movie/television filming in the Subject Community.

## PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

ON THE FIRST CAUSE OF ACTION:

1. For general and compensatory damages in the amount of \$300,000.00 for diminution in the Subject Property value due to cost of repair for the Deferred Maintenance Property Loss, and according to proof at trial;
2. For general and compensatory damages in the amount of \$300,000.00 for diminution in the Subject Property value resulting from stigma and impaired marketability due to the Deferred Maintenance Property Loss, and according to proof at trial;
3. For general and compensatory damages in the amount of \$392,000.00 resulting from delay of sale of the Subject Property due to the Deferred Maintenance Property Loss, and according to proof at trial;

- 1 4. For general and compensatory damages in the amount of \$38,731.83 for cost of  
2 remediation completed due to the Sewer Blackwater Property Loss, and according to  
3 proof at trial;
- 4 5. For general and compensatory damages in the amount of \$1,100,000.00 for cost of  
5 remediation, cost of repair, loss of personal property, loss of vehicle 1, loss of vehicle 2,  
6 loss of valuable papers and records, loss of income, loss of use, moving expense, and  
7 storage expense due to the Sewer Blackwater Property Loss, and according to proof at  
8 trial;
- 9 6. For general and compensatory damages in the amount of \$400,000.00 for diminution in  
10 the Subject Property value resulting from stigma and impaired marketability due to the  
11 Sewer Blackwater Property Loss, and according to proof at trial;
- 12 7. For general and compensatory damages in the amount of \$224,000.00 resulting from  
13 delay of sale of the Subject Property due to the Sewer Blackwater Property Loss, and  
14 according to proof at trial;
- 15 8. For general and compensatory damages in the amount of \$14,000.00 for loss of income  
16 for the Repair Project Time due to the Sewer Blackwater Property Loss, and according  
17 to proof at trial;
- 18 9. For general and compensatory damages in the amount of \$1,128,840.55 for the  
19 Foreclosure Loss due to the breach of CC&Rs, and according to proof at trial;
- 20 10. For general and compensatory damages in the amount of \$28,000.00 for loss of income  
21 for the Relocation Time due to the Foreclosure Loss, and according to proof at trial;
- 22 11. For general and compensatory damages in the amount of \$11,200.00 for loss of income  
23 for the Relocation Additional Time due to the Foreclosure Loss, and according to proof  
24 at trial;
- 25 12. For general and compensatory damages in the amount of \$15,000.00 for the Moving  
26 Expense due to the Foreclosure Loss, and according to proof at trial;
- 27  
28

13. For general and compensatory damages in the amount of \$300.00 for cost of maintenance due to the Driveway Glass Hazard, and according to proof at trial;
14. For general and compensatory damages in the amount of \$10,000.00 for cost of repair due to the Car Washing Damage, and according to proof at trial;
15. For a declaration adopting the Invalid and Unenforceable Amendment To CC&Rs contention;
16. For investigation expenses in the amount of \$25,000.00, according to proof;
17. For pre-judgment interest in the amount of at least \$2,000,000.00, according to proof;
18. For costs of suit, according to proof;
19. For attorney's fees, according to proof;
20. For any such other and further relief as the Court determines is just and proper.

ON THE SECOND CAUSE OF ACTION:

1. For general and compensatory damages in the amount of \$2,000.00 for cost of removal due to the Sewage Debris Negligence, and according to proof at trial;
2. For general and compensatory damages in the amount of \$10,000.00 for property damage due to the Private Cactus Negligence, and according to proof at trial;
3. For costs of suit, according to proof;
4. For attorney's fees, according to proof;
5. For any such other and further relief as the Court determines is just and proper.

ON THE THIRD CAUSE OF ACTION:

1. For emotional distress damages in the amount of \$100,000.00 due to the Sewage Debris Negligence;
2. For punitive damages in the amount to be determined due to the Sewage Debris Negligence;
3. For emotional distress damages in the amount of \$50,000.00 due to the Private Cactus Negligence;

- 1 4. For punitive damages in the amount to be determined due to the Private Cactus
- 2 Negligence;
- 3 5. For costs of suit, according to proof;
- 4 6. For attorney's fees, according to proof;
- 5 7. For any such other and further relief as the Court determines is just and proper.

6 ON THE FOURTH CAUSE OF ACTION:

- 7 1. For general and compensatory damages in the amount of \$200.00 for cost of removal
- 8 due to the Video Surveillance Nuisance for Hopkins and Dyckman, and according to
- 9 proof at trial;
- 10 2. For emotional distress damages in the amount of \$10,000.00 due to the Video
- 11 Surveillance Nuisance for Hopkins and Dyckman;
- 12 3. For punitive damages in the amount to be determined due to the Video Surveillance
- 13 Nuisance for Hopkins and Dyckman;
- 14 4. For general and compensatory damages in the amount of \$1,000.00 for cost of
- 15 maintenance due to the Trash Bags Nuisance for Hopkins and Dyckman, and according
- 16 to proof at trial;
- 17 5. For emotional distress damages in the amount of \$5,000.00 due to the Trash Bags
- 18 Nuisance for Hopkins and Dyckman;
- 19 6. For punitive damages in the amount to be determined due to the Trash Bags Nuisance
- 20 for Hopkins and Dyckman;
- 21 7. For general and compensatory damages in the amount of \$13,440.00 for loss of income
- 22 due to the Commercial Filming Nuisance for Dyckman, and according to proof at trial;
- 23 8. For general and compensatory damages in the amount of \$50,000.00 for diminution in
- 24 the Subject Property value resulting from stigma and impaired marketability due to the
- 25 Commercial Filming Nuisance for Dyckman, and according to proof at trial;
- 26 9. For emotional distress damages in the amount of \$306,000.00 due to the Commercial
- 27 Filming Nuisance for Dyckman;
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10. For punitive damages in the amount to be determined due to the Commercial Filming Nuisance for Dyckman;
11. For permanent injunctive relief to stop the Commercial Filming Nuisance for Dyckman;
12. For costs of suit, according to proof;
13. For attorney's fees, according to proof;
14. For any such other and further relief as the Court determines is just and proper.

DATED: December 25, 2023

Respectfully submitted,

DIEFENBACH LAW GROUP



---

James C. Diefenbach  
Attorney for Plaintiff  
SKYLER WELLS

**Exhibit A**

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Pages:  
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California

02/07/12 AT 08:00AM

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| TAXES: | 0.00   |
| OTHER: | 0.00   |
| PAID:  | 123.00 |



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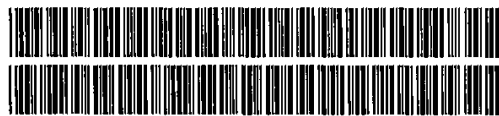
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**WHEN RECORDED RETURN TO:**

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**

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11-16-11

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**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:

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1

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.

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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 (1/6<sup>th</sup>) of the total costs of such

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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 (1<sup>st</sup>) 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 (1/6<sup>th</sup>) 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



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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

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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).

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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



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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.

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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

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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.

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



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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.

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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.

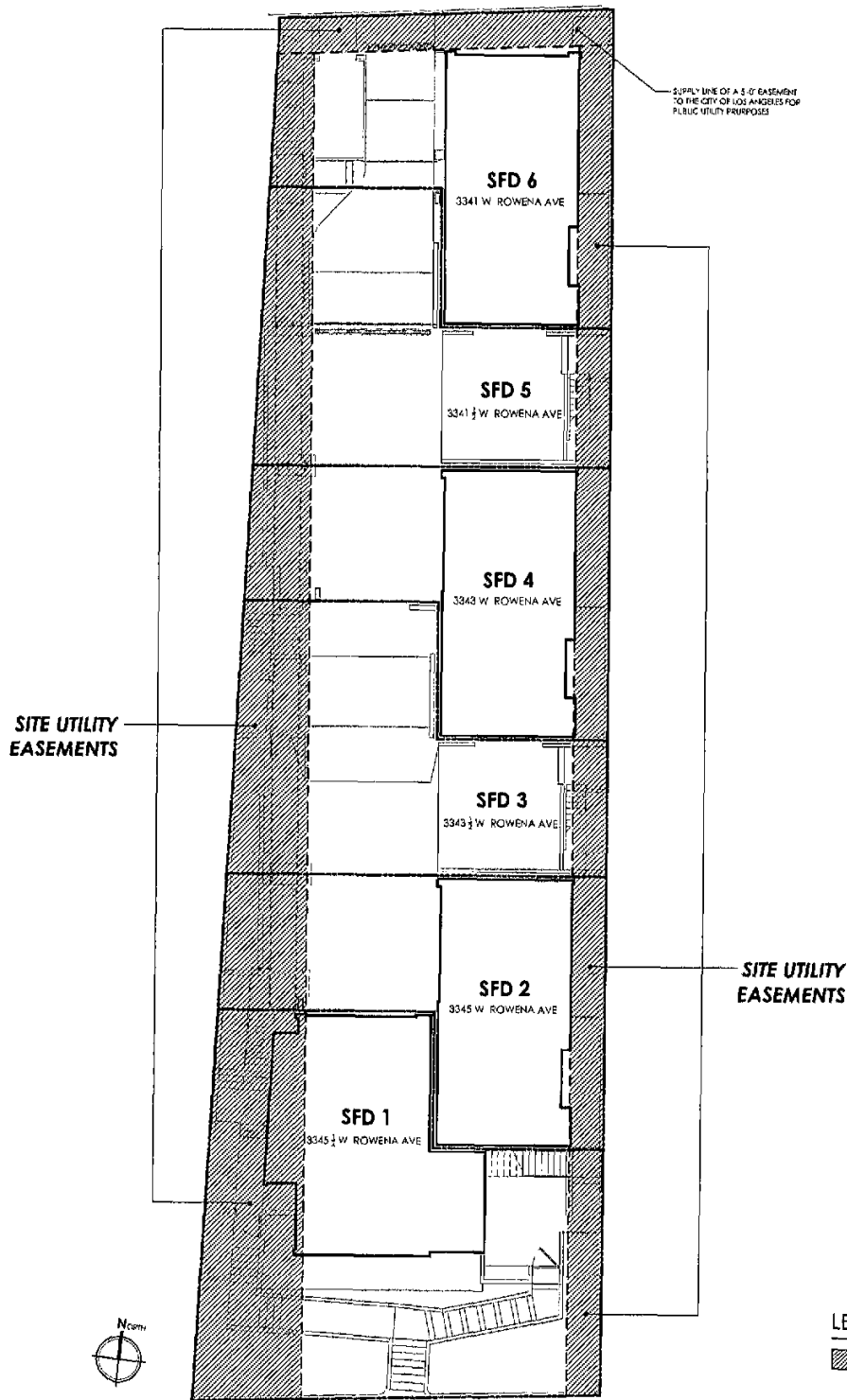
**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

Signature *Erica Rose McNeill* (Seal)



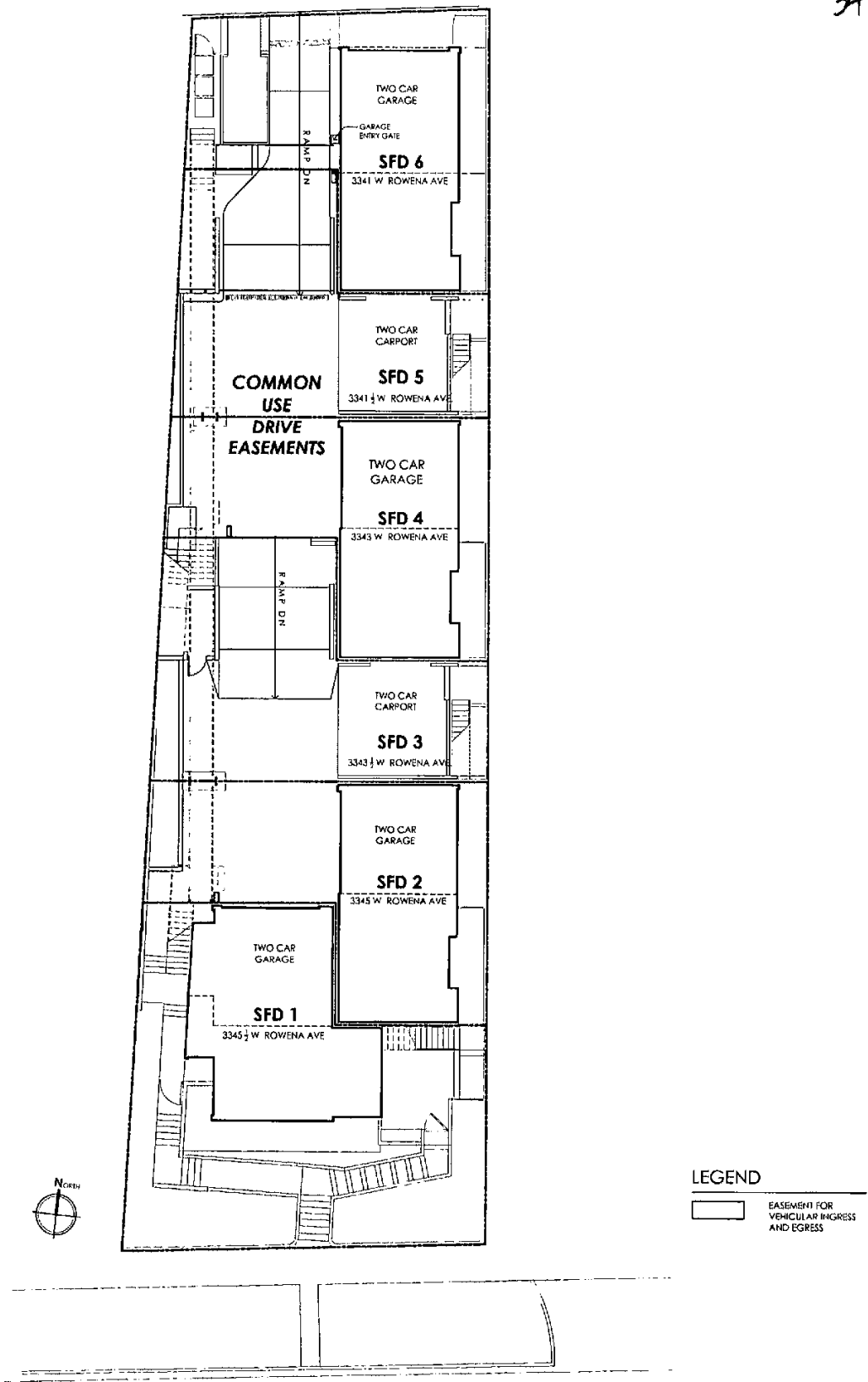
33



# **EXHIBIT "A"** SITE UTILITY EASEMENTS

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

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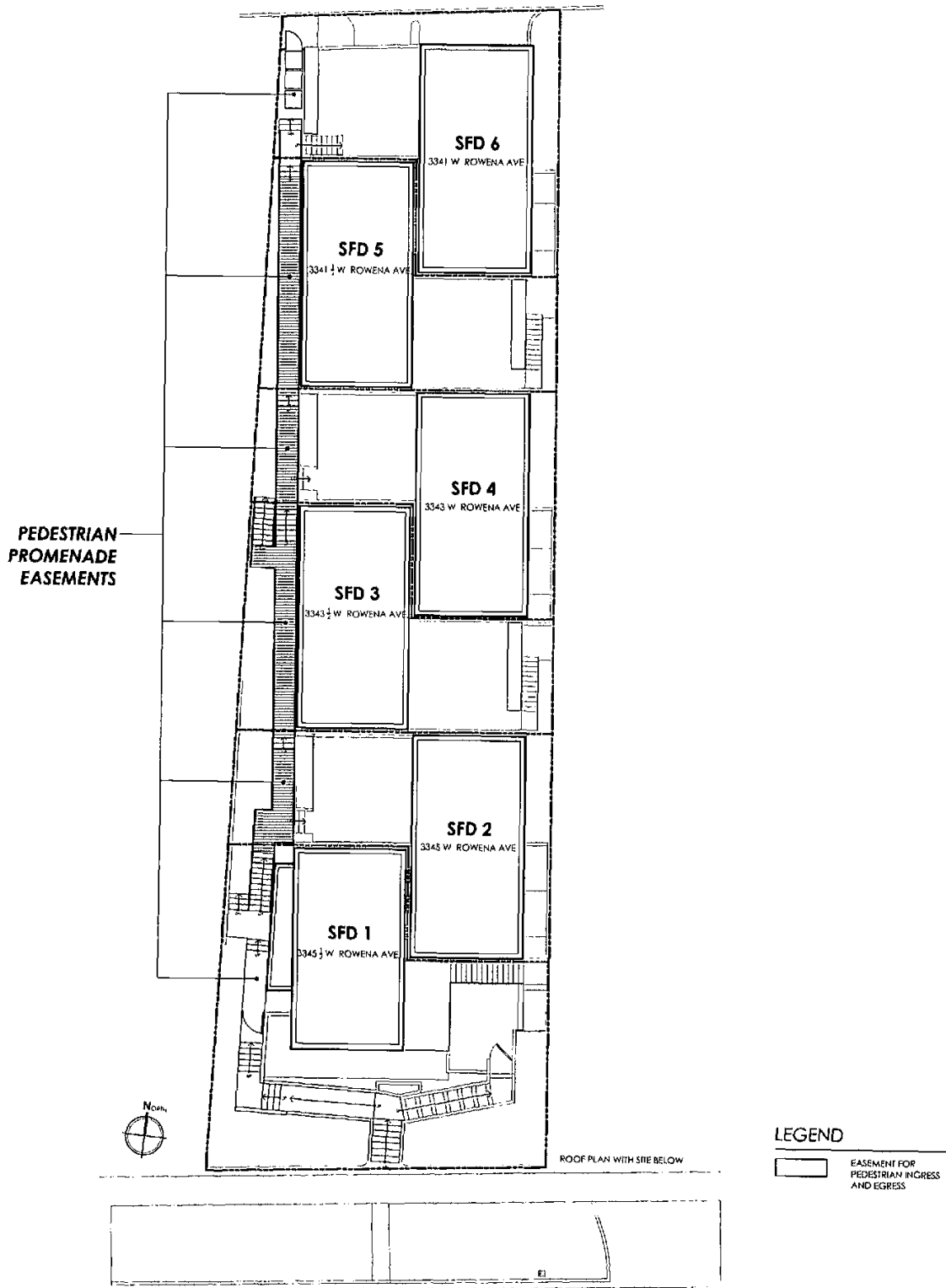


**EXHIBIT "B"**  
COMMON USE DRIVEWAY EASEMENTS

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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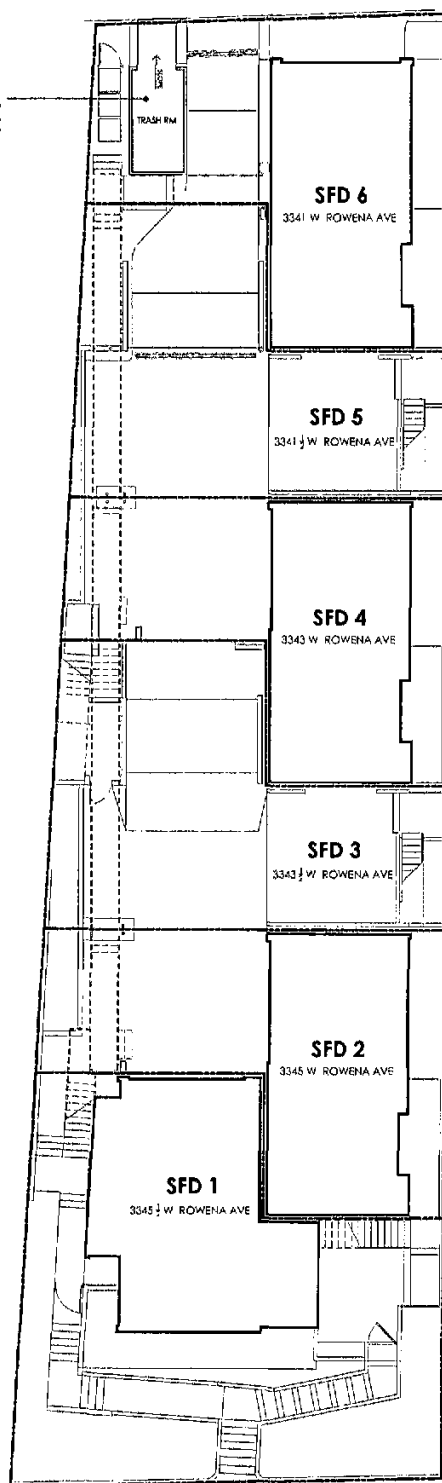


**EXHIBIT "C"**  
**PEDESTRIAN PROMENADE EASEMENTS**

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

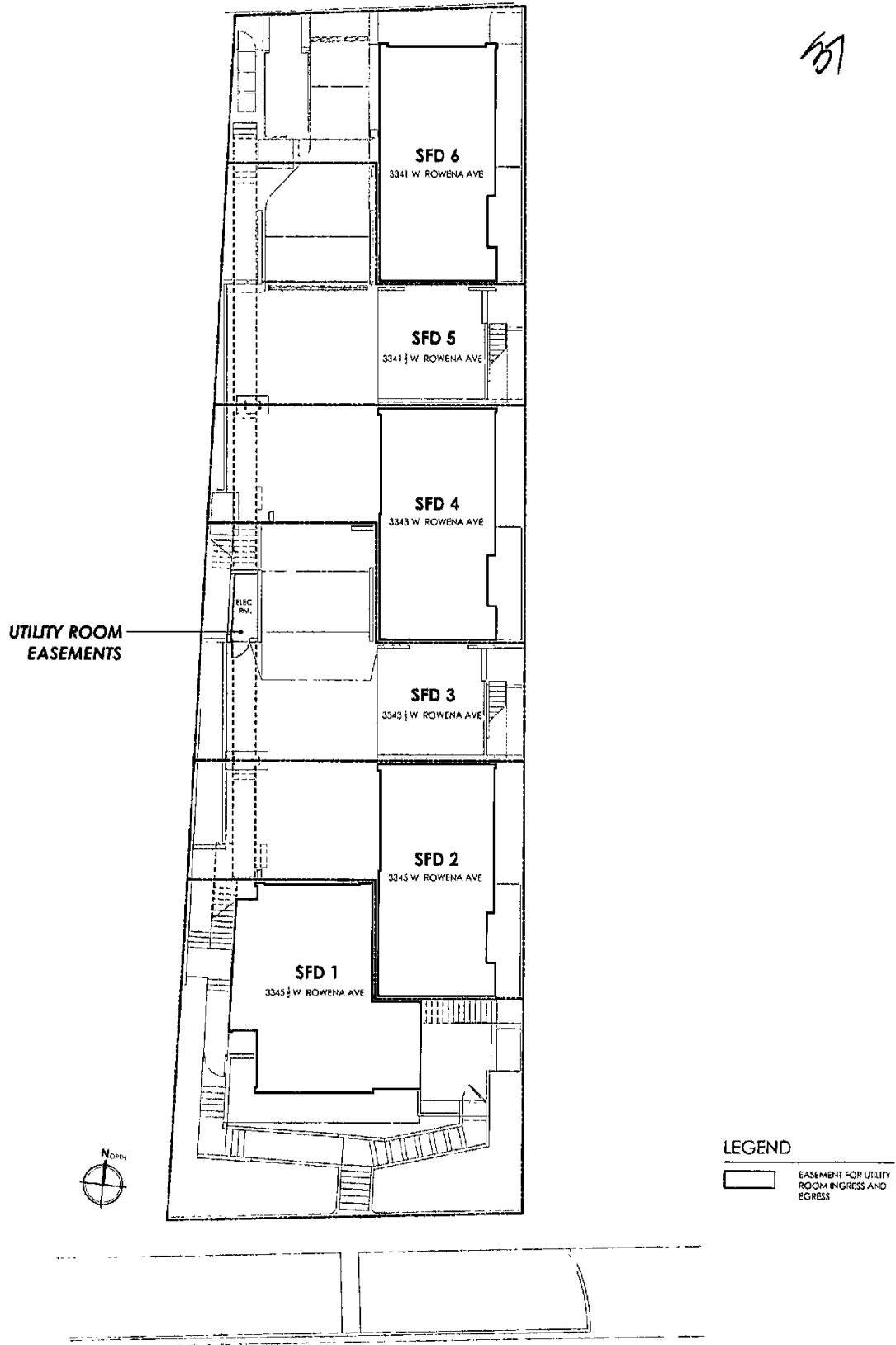


LEGEND

 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.



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

**Exhibit B**

00252

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]

**Exhibit C**

Uniform Residential Appraisal Report

SUBJECT

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

|                                                                                                                                                                                                                            |                                                                                                                                                   |                                 |                                            |                        |        |                                         |                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------|------------------------|--------|-----------------------------------------|--------------------------------------------------------------------------------------------|
| Property Address                                                                                                                                                                                                           | 3345 1/2 Rowena Avenue                                                                                                                            | City                            | Los Angeles                                | State                  | CA     | Zip Code                                | 90027                                                                                      |
| Borrower                                                                                                                                                                                                                   | Skylar Wells/Marilyn & David Schiamburg Owner of Public Record                                                                                    |                                 | Openhouse Realty & Investments LLC         |                        | County | Los Angeles                             |                                                                                            |
| Legal Description                                                                                                                                                                                                          | Lot 1, Tract 63131, M.B. 1360-39-41                                                                                                               |                                 |                                            |                        |        |                                         |                                                                                            |
| Assessor's Parcel #                                                                                                                                                                                                        | 5434-005-010                                                                                                                                      |                                 | Tax Year                                   | 2012                   |        | R.E. Taxes \$                           | 1,629                                                                                      |
| Neighborhood Name                                                                                                                                                                                                          | None                                                                                                                                              |                                 | Map Reference                              | 594 B3                 |        | Census Tract                            | 1882.01                                                                                    |
| Occupant                                                                                                                                                                                                                   | <input type="checkbox"/> Owner                                                                                                                    | <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Vacant | Special Assessments \$ | 0      | <input checked="" type="checkbox"/> PUD | HOA \$ 199 <input type="checkbox"/> per year <input checked="" type="checkbox"/> per month |
| Property Rights Appraised                                                                                                                                                                                                  | <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)                       |                                 |                                            |                        |        |                                         |                                                                                            |
| Assignment Type                                                                                                                                                                                                            | <input checked="" type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input type="checkbox"/> Other (describe) |                                 |                                            |                        |        |                                         |                                                                                            |
| Lender/Client                                                                                                                                                                                                              | W.J. Bradley Mortgage Capital, LLC Address 100 W Towne Ridge Parkway #300, Sandy, UT 84070                                                        |                                 |                                            |                        |        |                                         |                                                                                            |
| Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                                                                   |                                 |                                            |                        |        |                                         |                                                                                            |
| Report data source(s) used, offerings price(s), and date(s). DOM 325;Subject property was offered for sale.;Original Price \$879,000;Original Date 12/09/2011;MLS#F11158805                                                |                                                                                                                                                   |                                 |                                            |                        |        |                                         |                                                                                            |

CONTRACT

I ☒ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. Arms length sale;The subject is currently under the contract for sale. Sales Contract terms deemed to be standard with no personal property or concessions included.

Contract Price \$ 857,000 Date of Contract 10/29/2012 Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s) NDC/RealQuest

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☒ Yes ☐ No

If Yes, report the total dollar amount and describe the items to be paid. \$25710;;Seller is paying toward buyer's closing cost.

NEIGHBORHOOD

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

| Neighborhood Characteristics                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                              |                                              | One-Unit Housing Trends            |                 |                                       |                                                | One-Unit Housing                     |              | Present Land Use % |          |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------|------------------------------------|-----------------|---------------------------------------|------------------------------------------------|--------------------------------------|--------------|--------------------|----------|----------------|
| Location                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> Urban               | <input checked="" type="checkbox"/> Suburban | <input type="checkbox"/> Rural     | Property Values | <input type="checkbox"/> Increasing   | <input checked="" type="checkbox"/> Stable     | <input type="checkbox"/> Declining   | PRICE        | AGE                | One-Unit | 95 %           |
| Built-Up                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> Over 75% | <input type="checkbox"/> 25-75%              | <input type="checkbox"/> Under 25% | Demand/Supply   | <input type="checkbox"/> Shortage     | <input checked="" type="checkbox"/> In Balance | <input type="checkbox"/> Over Supply | \$ (000)     | (yrs)              | 2-4 Unit | %              |
| Growth                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> Rapid               | <input checked="" type="checkbox"/> Stable   | <input type="checkbox"/> Slow      | Marketing Time  | <input type="checkbox"/> Under 3 mths | <input checked="" type="checkbox"/> 3-6 mths   | <input type="checkbox"/> Over 6 mths | 400          | Low                | 0        | Multi-Family % |
| Neighborhood Boundaries Area is located SE of Los Feliz Blvd., NW of Hyperion Ave., north of Sunset Dr. and east of Hillhurst Avenue.                                                                                                                                                                                                                                                                                                                         |                                              |                                              |                                    | 1,200 High 105  |                                       |                                                |                                      | Commercial % |                    |          |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                              |                                              |                                    | 860 Pred. 60    |                                       |                                                |                                      | Other VAC. % |                    |          |                |
| Neighborhood Description The subject property is located in a mature and established neighborhood consisting primarily of SFRs that are considered to be in overall average to good condition and market appeal. Subject is located within close proximity of shopping, retail stores and freeway access. Employment is typical for the area. Major business center is within 5-10 miles from subject. Schools are within a reasonable distance from subject. |                                              |                                              |                                    |                 |                                       |                                                |                                      |              |                    |          |                |
| Market Conditions (including support for the above conclusions) Conventional and FHA financing are readily available at rates purchasers consider attractive and sellers need not negotiate a sale on financing related concessions. Marketing time appears to be typical for a reasonably priced home and is supported by recent sale. Property value appears to have stabilized at present time, see market conditions addendum                             |                                              |                                              |                                    |                 |                                       |                                                |                                      |              |                    |          |                |

SITE

|                                                                                                                                                                                                                        |                                                                                                                                                                                           |                             |                    |                 |                                     |      |                             |              |               |                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------|-----------------|-------------------------------------|------|-----------------------------|--------------|---------------|-------------------------------------|
| Dimensions                                                                                                                                                                                                             | See Site Map for Area Calculation                                                                                                                                                         | Area                        | 2465 sf            | Shape           | Irregular                           | View | B;City Scene                |              |               |                                     |
| Specific Zoning Classification                                                                                                                                                                                         | RD1.5                                                                                                                                                                                     |                             | Zoning Description |                 | Single Family Residential           |      |                             |              |               |                                     |
| Zoning Compliance                                                                                                                                                                                                      | <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe) |                             |                    |                 |                                     |      |                             |              |               |                                     |
| Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.        |                                                                                                                                                                                           |                             |                    |                 |                                     |      |                             |              |               |                                     |
| Utilities                                                                                                                                                                                                              | Public                                                                                                                                                                                    | Other (describe)            |                    | Public          | Other (describe)                    |      | Off-site Improvements--Type | Public       | Private       |                                     |
| Electricity                                                                                                                                                                                                            | <input checked="" type="checkbox"/>                                                                                                                                                       |                             |                    | Water           | <input checked="" type="checkbox"/> |      |                             | Street       | Asphalt       | <input checked="" type="checkbox"/> |
| Gas                                                                                                                                                                                                                    | <input checked="" type="checkbox"/>                                                                                                                                                       |                             |                    | Sanitary Sewer  | <input checked="" type="checkbox"/> |      |                             | Alley        | Asphalt       | <input checked="" type="checkbox"/> |
| FEMA Special Flood Hazard Area                                                                                                                                                                                         | <input checked="" type="checkbox"/> Yes                                                                                                                                                   | <input type="checkbox"/> No |                    | FEMA Flood Zone | "X"                                 |      | FEMA Map #                  | 060137-1610F | FEMA Map Date | 09/26/2008                          |
| Are the utilities and/or off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.                                                       |                                                                                                                                                                                           |                             |                    |                 |                                     |      |                             |              |               |                                     |
| Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe. |                                                                                                                                                                                           |                             |                    |                 |                                     |      |                             |              |               |                                     |
| None apparent or disclosed to appraiser at time of inspection. No legal, environmental or title documents provided to appraiser. Typical utility easement exist.                                                       |                                                                                                                                                                                           |                             |                    |                 |                                     |      |                             |              |               |                                     |

IMPROVEMENTS

| General Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                 | Foundation                                                                             |                                                                                                        | Exterior Description                           |                                           | materials/condition                       |                                     | Interior                                     |                               | materials/condition                                                        |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------|----------------------------------------------|-------------------------------|----------------------------------------------------------------------------|--|
| Units                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit                        | <input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space |                                                                                                        | Foundation Walls                               | Concrete/Good                             |                                           |                                     | Floors                                       | Wood/Concrete/Good            |                                                                            |  |
| # of Stories                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3.0                                                                                                             | <input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement       |                                                                                                        | Exterior Walls                                 | Wood/Stucco/Good                          |                                           |                                     | Walls                                        | Drywall/Good                  |                                                                            |  |
| Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit | Basement Area                                                                          | 0 sq. ft.                                                                                              | Roof Surface                                   | Built-Up/Good                             |                                           |                                     | Trim/Finish                                  | Wood/Good                     |                                                                            |  |
| <input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                 | Basement Finish                                                                        | 0 %                                                                                                    | Gutters & Downspouts                           | None/Avg                                  |                                           |                                     | Bath Floor                                   | Tile/Good                     |                                                                            |  |
| Design (Style)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Convent.                                                                                                        | <input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump         |                                                                                                        | Window Type                                    | Aluminium/Good                            |                                           |                                     | Bath Wainscot                                | Tile/Good                     |                                                                            |  |
| Year Built                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2012                                                                                                            | Evidence of <input type="checkbox"/> Infestation                                       | None                                                                                                   | Storm Sash/Insulated                           | None/Avg                                  |                                           |                                     | Car Storage                                  | <input type="checkbox"/> None |                                                                            |  |
| Effective Age (Yrs)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0                                                                                                               | <input type="checkbox"/> Dampness <input type="checkbox"/> Settlement                  |                                                                                                        | Screens                                        | Aluminium/Good                            |                                           |                                     | <input checked="" type="checkbox"/> Driveway | # of Cars                     |                                                                            |  |
| Attic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> None                                                                        | Heating                                                                                | <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant | Amenities                                      | <input type="checkbox"/> Woodstove(s) # 0 |                                           |                                     | Driveway Surface                             | Concrete                      |                                                                            |  |
| <input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                 | <input type="checkbox"/> Other                                                         | Fuel Gas                                                                                               | <input type="checkbox"/> Fireplace(s) # 0      | <input checked="" type="checkbox"/> Fence | Blk/Wood                                  | <input checked="" type="checkbox"/> | Garage                                       | # of Cars                     | 2                                                                          |  |
| <input type="checkbox"/> Floor <input type="checkbox"/> Scuttle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                 | Cooling                                                                                | <input checked="" type="checkbox"/> Central Air Conditioning                                           | <input checked="" type="checkbox"/> Patio/Deck | Slab                                      | <input checked="" type="checkbox"/> Porch | Slab                                | <input type="checkbox"/> Carport             | # of Cars                     | 0                                                                          |  |
| <input type="checkbox"/> Finished <input type="checkbox"/> Heated                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                 | <input type="checkbox"/> Individual <input type="checkbox"/> Other                     |                                                                                                        | <input type="checkbox"/> Pool                  | None                                      |                                           | <input type="checkbox"/> Other      | None                                         | <input type="checkbox"/> Att. | <input type="checkbox"/> Det. <input checked="" type="checkbox"/> Built-in |  |
| Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Disposal <input checked="" type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input checked="" type="checkbox"/> Other (describe) Fan/Hood                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                 |                                                                                        |                                                                                                        |                                                |                                           |                                           |                                     |                                              |                               |                                                                            |  |
| Finished area above grade contains: 5 Rooms 2 Bedrooms 2.1 Bath(s) 1,681 Square Feet of Gross Living Area Above Grade                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                 |                                                                                        |                                                                                                        |                                                |                                           |                                           |                                     |                                              |                               |                                                                            |  |
| Additional features (special energy efficient items, etc.) Energy Efficient dual glazed aluminum windows with low E-glass.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                 |                                                                                        |                                                                                                        |                                                |                                           |                                           |                                     |                                              |                               |                                                                            |  |
| Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C1;Kitchen-updated-less than one year ago;Bathrooms-updated-less than one year ago; Subject's features includes: Hardwood and polished concrete floors throughout; Formal living room; Kitchen with caesar stone counter tops and built-in stainless steel appliances; Baths with caesar stone and tiles; High ceilings; Recess lights Baseboard moulding; French doors; Security alarm; Patio and porch; Attached two car garage; City view. The subject property is considered to be in good condition with many upgrades. No external or functional inadequacies were observed. All utilities on and operational. Smoke and carbon monoxide detectors were installed and functional. |                                                                                                                 |                                                                                        |                                                                                                        |                                                |                                           |                                           |                                     |                                              |                               |                                                                            |  |
| Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                 |                                                                                        |                                                                                                        |                                                |                                           |                                           |                                     |                                              |                               |                                                                            |  |
| None Apparent or disclosed to appraiser. I have not been provided with any documentation revealing any physical deficiencies and have reported only apparent adverse conditions. Borrower may not rely on this report for structural conditions that may exist and is encouraged to obtain a home inspection by a professional home inspector to determine if problems exist. See Limiting Condition #5.                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                 |                                                                                        |                                                                                                        |                                                |                                           |                                           |                                     |                                              |                               |                                                                            |  |
| Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                 |                                                                                        |                                                                                                        |                                                |                                           |                                           |                                     |                                              |                               |                                                                            |  |



# Appraiser License Certificate

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

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

|                                                                                                                                                                                                                                               |                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
|                                                                                                                                                            |                                                                      |
| <p align="center"><b>STATE OF CALIFORNIA</b></p> <p align="center">Business, Transportation &amp; Housing Agency</p> <p align="center"><b>OFFICE OF REAL ESTATE APPRAISERS</b></p> <p align="center"><b>REAL ESTATE APPRAISER LICENSE</b></p> |                                                                      |
| <p align="center"><b>JOSEPH Y. KWON</b></p>                                                                                                                                                                                                   |                                                                      |
| <p>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".</p>                      |                                                                      |
| <p>This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.</p>                                                                                                         |                                                                      |
| <p>OREA APPRAISER IDENTIFICATION NUMBER</p> <p align="center">AR019672</p>                                                                                                                                                                    | <p>Date Issued: July 12, 2012</p> <p>Date Expires: July 11, 2014</p> |
| <p align="center"><i>Bob Clark</i></p> <p align="center">Director, OREA</p>                                                                                                                                                                   |                                                                      |
| <p>Audit No. <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></span></p>                                                                                                    |                                                                      |
| <p align="center">THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"</p>                                                                                                                                          |                                                                      |

**Exhibit D**

00257

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



Skyler Wells <mr.skyler.wells@gmail.com>

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## Re: Rowena Lofts Certificate of Insurance

1 message

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**Skyler Wells** <mr.skyler.wells@gmail.com>

Thu, Dec 17, 2020 at 2:48 PM

To: Cameron Hopkins <camhopkins@gmail.com>

Cc: Brandon Cohen <brandon.adam.cohen@gmail.com>

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

On Thu, Dec 17, 2020 at 11:53 AM Skyler Wells <[mr.skyler.wells@gmail.com](mailto:mr.skyler.wells@gmail.com)> wrote:

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

On Thu, Dec 17, 2020 at 11:18 AM Skyler Wells <[mr.skyler.wells@gmail.com](mailto:mr.skyler.wells@gmail.com)> wrote:

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

On Thu, Dec 17, 2020 at 11:03 AM Cameron Hopkins <[camhopkins@gmail.com](mailto:camhopkins@gmail.com)> wrote:

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.

On Thu, Dec 17, 2020 at 10:36 AM Skyler Wells <[mr.skyler.wells@gmail.com](mailto:mr.skyler.wells@gmail.com)> wrote:

COI is not attached.

Skyler Wells

On Thu, Dec 17, 2020 at 10:12 AM Brandon Cohen <[brandon.adam.cohen@gmail.com](mailto:brandon.adam.cohen@gmail.com)> wrote:

00258

by the CA 2nd District Court of Appeal.

On Dec 17, 2020, at 10:04 AM, Skyler Wells <[mr.skyler.wells@gmail.com](mailto:mr.skyler.wells@gmail.com)> wrote:

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

**Exhibit E**

00260

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





Skyler Wells <mr.skyler.wells@gmail.com>

## Re: Rowena Lofts HOA Certificate of Insurance

1 message

**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

On Sat, Dec 26, 2020 at 3:50 PM Brandon Cohen <[brandon.adam.cohen@gmail.com](mailto:brandon.adam.cohen@gmail.com)> wrote:

Skyler,

I sold my condo at Rowena Lofts in 2019 and haven't lived there for over a year. Please stop contacting me.

Sent from my iPhone

On Dec 24, 2020, at 5:16 PM, Skyler Wells <[mr.skyler.wells@gmail.com](mailto:mr.skyler.wells@gmail.com)> wrote:

Rowena Lofts HOA (Cameron Hopkins, Brandon Cohen) / Allstate HOA Management:

This communication is protected by California Evidence Code Section 1119 and 1152, et seq.

Rowena Lofts HOA (Cameron Hopkins, Brandon Cohen) is liable for not maintaining the sewer line easement and sewer line clean out easement, resulting in more than \$700,000 in damages to lot 1. A lawsuit for more than \$700,000 against Rowena Lofts HOA (Cameron Hopkins, Brandon Cohen) will be initiated soon.

Reply with Rowena Lofts HOA certificate of insurance.

Skyler Wells

00261

by the CA 2nd District Court of Appeal.

**Exhibit F**

DAVID H. PIERCE  
& ASSOCIATES, PC  
Attorneys at Law

WRITERS E-MAIL ADDRESS:  
[dpierce@dhpierce.com](mailto:dpierce@dhpierce.com)

*Please reference file No. GLH.220 with any reply*

May 20, 2021

**Via Email and U.S. Mail**

Jeff Gorman  
Allstate HOA Management  
11030 Santa Monica Blvd.  
Suite 100  
Los Angeles, CA 90025  
[jeff.g@hoamgmt.com](mailto:jeff.g@hoamgmt.com)

CONFIDENTIAL SETTLEMENT  
COMMUNICATION REGARDING  
NON-DISCLOSURE PURSUANT TO  
CALIFORNIA EVIDENCE CODE  
SECTIONS 1119 and 1152, et seq.

**Re: Rowena Lofts – 3345 ½ Rowena Ave. / Skyler Wells**

Mr. Gorman:

This is in response to your correspondence dated May 10, 2021 regarding the above-referenced matter, and shall serve to confirm this firm has been retained to represent the interest of **Skyler Wells**, for all purposes regarding this matter. Accordingly, please direct all future communications regarding this matter and/or **Skyler Wells** to the undersigned at this office and refrain from contacting my client directly.

With respect to the issues and conditions at the Property referenced in your letter, i.e., the condition of the landscaping, irrigation system, and lighting system at the front of the Property, as you know the present conditions are the result of a massive sewer (“blackwater”) back-up and overflow in December 2020. The sewer flooding saturated and contaminated much of my client’s property, including contaminating the soils at the front of the property which killed all the existing landscape planting, destroyed the irrigation system, and destroyed partial lighting system on the property.

Our office is in the process of investigating the cause of the sewer leaks, as well as the extent of the resultant damage to my client’s property and the necessary scope of repairs. Accordingly, with respect to the status of the landscaping, irrigation system, and lighting system, once we have completed our initial investigation we will be in a much better position to discuss the nature of the required repairs and plan for the proposed finished project, as well as the anticipated timing of completion.

**DAVID H. PIERCE & ASSOCIATES, PC**  
Attorneys at Law

Jeff Gorman

Re: **Rowena Lofts – 3345 ½ Rowena Ave. / Skyler Wells**

May 20, 2021

In the meantime, however, my client has had no alternative but to take steps to mitigate the ongoing damage to his property, which, as you know, also fronts the City Parkway. Accordingly, to comply with City of Los Angeles ordinances regarding an owner's obligation for Maintenance of Parkway Installations (e.g., see Chapter VI, Article 2, Section 62.104 and Chapter V, Article 6, Section 56.08 of the Los Angeles Municipal Code, and County of Los Angeles ordinances 11.20.140, 11.20.190, 11.38.042, 11.38.610, 11.38.700, 11.38.720, 11.38.820), these temporary mitigation measures have required, among other things, the removal and replacement of the contaminated soils at the front of the property, which were saturated with human waste, and associated contaminants.

Based on the information available at this point in time, it is our understanding that the destroyed irrigation system at my client's property is interconnected with the system that supplies irrigation water to five bamboo plants located along the driveway. Accordingly, it is our understanding that as a result of the sewer flooding and resultant damage to the property, the irrigation system cannot be used to water these five bamboo plants without further impacting the soils and other aspects of Mr. Well's property until these damages have been analyzed and corrected.

In light of these circumstances, in the interim while these damages are being evaluated and corrected, a proposed reasonable and feasible temporary "work-around" regarding the irrigation system would be to hand water the five bamboo plants utilizing the existing and functioning hose bibs at the exterior of the building along the driveway.

Otherwise, the chief purpose of this correspondence is to update you regarding the status of this matter and our approach to resolving the issues as timely as possible. To this end, my client is willing to participate in any further discussions to keep you informed, as well as consider participating in a mediation scenario to help resolve any concerns informally. Accordingly, please provide any information regarding a proposed mediation agenda and/or forum at your convenience.

**Owner's Request for Information**

In light of the foregoing, and to help expedite our investigation and the ultimate resolution of this matter, this shall further serve as my client's written Request for Information pursuant to the CC&R's section 3.3. Accordingly, please forward copies of Rowena Lofts' records as follows:

- All policies of insurance regarding the Rowena Lofts property in effect during December 17, 2020;
- The names, addresses and telephone numbers of the designated Responsible Owners of Rowena Lofts pursuant to CCR's sections 3.2 et seq. during the period December 17, 2020 through the present.

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

**DAVID H. PIERCE & ASSOCIATES, PC**  
Attorneys at Law

Jeff Gorman

Re: **Rowena Lofts – 3345 ½ Rowena Ave. / Skyler Wells**

May 20, 2021

In the meantime, however, please do not hesitate to contact the undersigned at any time should you have any questions, comments or concerns regarding any of the foregoing or any other aspects of this matter.

Very truly yours,

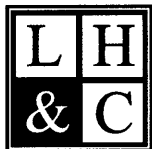
DAVID H. PIERCE & ASSOCIATES PC

DAVID H. PIERCE

cap/

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

**Exhibit G**



5700 Canoga Avenue, Suite 160  
Woodland Hills, California 91367  
Tel: (818) 905-6283  
Fax: (818) 905-6372  
Toll Free: (866) 474-5529

June 1, 2021

Via First Class Mail and Email ([dpierce@dhpierce.com](mailto:dpierce@dhpierce.com))

David H. Pierce, Esq.  
15260 Ventura Boulevard  
Suite 730  
Sherman Oaks, CA 91403

Re: Rowena Lofts/your file GLC 220

Dear Mr. Pierce:

This firm is legal counsel to the Responsible Owners of Rowena Lofts, Cameron Hopkins and Jay Dyckman. Please direct all future communications to my attention. Please advise whether you also represent co-owners David Schiamberg and Marilyn Schiamberg.

Please be advised that your letter and prior communications from your client about the alleged property damage claim have been tendered to the insurance carrier insuring the property as required under the Declaration of CCRs. A copy of the insurance policies will be requested from the carrier and will be supplied upon receipt.

Please provide all property insurance claims tendered relative to the sewer stoppage on December 17, 2020, on the unit owner policy, including any adjustment of said claim and any payments for damage made by the carrier. My clients are aware that Mr. Wells has tendered a claim based on contact from an adjustor. These requested documents should also include any environmental testing performed or recommendations from qualified consultants supportive of the unilateral removal of the landscaping, irrigation system and lighting system by Mr. Wells located on the easement area and any invoices for the scope of work performed. All this was done without obtaining advance consent or even giving notice to the Responsible Owners or the other Unit Owners.

You should be aware that Mr. Wells had unilaterally started the removal of the landscaping in the front of the building well in advance of the sewer back-up caused by a root that broke into the ABS sewer main located on the easement area. This has been photo-documented. Upon receiving notice of the problem, a plumber was called by the property management company and the main line was videoed and snaked to remove the blockage at the building clean out at the front of the building. In addition, the only visible area outside Mr. Wells' unit which was impacted by the accumulation of "blackwater" was a small area several feet square in size adjacent to the clean out and

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

David H. Pierce, Esq.  
June 1, 2021  
Page 2

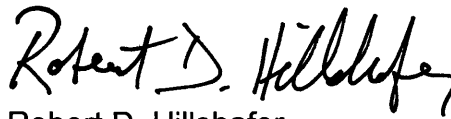
this wide-spread flooding of the planters referenced does not appear to be accurate such that removal of the irrigation system and lighting system and all plants was not necessary or justified. This is also not the first incident of Mr. Wells taking unilateral action. Consequently, we will need to see documentation that the irrigation system needed to be removed at all and who recommended same. Given that the irrigation system has an anti-siphon mechanism built into it, complete removal seems unnecessary.

As mentioned in the letter from the property manager, the Responsible Owners and the other Unit Owners are amenable to attempting a resolution through mediation after obtaining the information which I have requested and after the carrier responds to the tender of the claim. Perhaps it would be a good idea for you to propose mediators that would be acceptable to your client and his co-owners for us to consider.

I look forward to hearing from you.

Very truly yours,

LOEWENTHAL, HILLSHAFFER & CARTER, LLP

A handwritten signature in black ink, appearing to read "Robert D. Hillshafer", with a stylized, cursive script.

Robert D. Hillshafer

/rdh

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

00268



**Exhibit H**



Skyler Wells <mr.skyler.wells@gmail.com>

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## AAA Case 01-22-0000-2852

1 message

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**Skyler Wells** <mr.skyler.wells@gmail.com>

Fri, Feb 4, 2022 at 12:13 PM

To: cameron@hoplawfirm.com, Cameron Hopkins <camhopkins@gmail.com>, info@lhclawyers.net

This communication is protected by California Evidence Code Section 1119 and 1152, et seq.

AAA Case 01-22-0000-2852 attached.

\$507,173.21 cost of repair attached.

Skyler Wells

---

### 2 attachments

 **AAA Case 01-22-0000-2852.pdf**  
163K

 **Cost of Repair.pdf**  
281K

00270

by the CA 2nd District Court of Appeal.

**Exhibit I**

00271

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



Skyler Wells <mr.skyler.wells@gmail.com>

## Rowena Lofts Community Association Insurance

1 message

**Skyler Wells** <mr.skyler.wells@gmail.com>

Thu, Feb 24, 2022 at 2:53 PM

To: ellen@fordandfordinsurance.com

Cc: Cameron Hopkins <camhopkins@gmail.com>, cameron@hoplawfirm.com, jaydyckman@gmail.com, info@lhclawyers.net, Jeff Gorman <jeff.g@hoamgmt.com>

Ellen,

This communication is protected by California Evidence Code Section 1119 and 1152, et seq.

I am the owner of lot 1 (3345 1/2 Rowena Avenue, Los Angeles, CA 90027) at Rowena Lofts Community since 12/28/2012.

According to California Civil Code Section 5300, I am requesting the following documents for Rowena Lofts Community Association:

1. Annual Insurance Disclosure Statement
2. United States Liability Insurance Company Insurance Policies
3. Pennsylvania Manufacturers Association Insurance Policies

In addition, I am requesting an insurance claim be initiated for each insurance policy for site utility (sewer line) easement sewer water loss on 12/17/2020 on lot 1 at Rowena Lofts Community.

LASC Case 22STCV05843 (SKYLER WELLS vs CAMERON HOPKINS, and JAY DYCKMAN) for \$973,461.59, and associated AAA Case 12200002852 (SKYLER WELLS vs CAMERON HOPKINS, and JAY DYCKMAN) for \$973,461.59 were filed recently. An attorney, representing me, will be associated with these legal cases soon.

The following documents are attached:

1. Rowena Lofts CC&Rs
2. LASC Case 22STCV05843 (SKYLER WELLS vs CAMERON HOPKINS, and JAY DYCKMAN) Complaint
3. AAA Case 12200002852 (SKYLER WELLS vs CAMERON HOPKINS, and JAY DYCKMAN) Demand for Arbitration
4. Cost of Repair

Skyler Wells

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### 4 attachments

 **Rowena Lofts CC&Rs.pdf**  
1893K

 **LASC Case 22STCV05843.pdf**

00272

by the CA 2nd District Court of Appeal.

2998K

 **AAA Case 012200002852.pdf**  
163K

 **Cost of Repair.pdf**  
281K

**Exhibit J**



# OFFICIAL INSPECTION REPORT

COUNTY OF LOS ANGELES ♦ DEPARTMENT OF PUBLIC HEALTH  
OFFICE: CIVIC CENTER ♦ CHIEF: RICHARD LAVIN  
3530 WILSHIRE BLVD, 9th FL, LOS ANGELES, CA 90010 - Phone: (213) 351-7892  
[WWW.PUBLICHEALTH.LACOUNTY.GOV/EH](http://WWW.PUBLICHEALTH.LACOUNTY.GOV/EH)



|                                                             |         |                                |                     |                                |                                                |
|-------------------------------------------------------------|---------|--------------------------------|---------------------|--------------------------------|------------------------------------------------|
| Facility Name: 3345 1/2 ROWENA AVENUE, LOS ANGELES 90027    |         |                                |                     | Inspection Date: 12/20/2020    |                                                |
| Owner/Permittee: SKYLER WELLS                               |         |                                |                     | Re-inspection Date: 12/21/2020 |                                                |
| Facility Address: 3345 ROWENA AVE                           |         | City/Zip: LOS ANGELES CA 90027 |                     | Phone #:                       |                                                |
| Email Address: NONE SPECIFIED                               |         |                                | EHS: CRISTIAN BREBU |                                |                                                |
| Mailing Address: 3345 1/2 ROWENA AVE, LOS ANGELES, CA 90027 |         |                                |                     | Time In: 10:21 AM              | Time Out: 11:19 AM                             |
| EH Office Number: (213) 351-7892                            |         | Program Identifier: N/A        |                     | Service: EMERGENCY RESPONSE    |                                                |
| FA: N/A                                                     | PR: N/A | SR: N/A                        | CO: CONINPNNU       | PE: 2400                       | Result: CORRECTIVE ACTION / FOLLOW UP REQUIRED |
|                                                             |         |                                |                     |                                | Action: REINSPECTION REQUIRED                  |

|                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Refuse Area / Bins</b>  |  | <p><b>Violation:</b> Refuse Area/Bins - Premises</p> <p><b>Violation Text:</b> Premises shall be maintained in a clean, sanitary condition, free from accumulations of garbage, rubbish, refuse and other wastes at all times. Garbage and putrescible matter, whether mixed with rubbish or other matter or not, shall be kept in watertight receptacles with close-fitting lids and with handles or bails. Such receptacles shall be thoroughly cleaned each time their contents are removed. 11.16.020; 11.16.030; 11.16.050; 11.16.060 11.20.140; 11.20.160; 11.20.170; 11.20.180; 11.20.190; 11.20.340; 11.30.010; 11.30.050; 11.30.060; 11.30.070; 11.30.080</p> <p><b>Corrective Action:</b> Store all garbage and refuse in appropriate containers with tight-fitting lids. Maintain trash bin area and containers clean and in good condition.</p> <p>1. Observed multiple trash bags accumulation on the ground behind the property next to trash area and driveway entrance.</p>                                                              |
| <b>Sewer / Drain Lines</b> |  | <p><b>Violation:</b> Sewer/Drain Lines - Unit</p> <p><b>Violation Text:</b> All plumbing drains and sewer lines shall be water tight, free flowing, and drain into a municipal sewer system or into an approved onsite wastewater treatment system. Sewer lines shall not discharge to the ground surface or to a location other than intended. 11.20.140, 11.20.190, 11.38.042, 11.38.610, 11.38.700, 11.38.720, 11.38.820</p> <p><b>Corrective Action:</b> Maintain all sewer/drain lines free from defects and free flowing. Properly repair or replace all missing, loose, leaking, stopped up, overflowing, or otherwise faulty sewer/drain lines and plumbing fixtures. Discontinue allowing deposit/accumulation of offensive substances onto the ground. Remove all sewage from ground surface by a safe and legal method.</p> <p>1. Observed no active sewage discharge at the property at the time of investigation.<br/>2. Observed sewage debris on top of the ground / planter around sewage clean out line at front of unit 3345 1/2 .</p> |

| OVERALL INSPECTION COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>Investigation regarding a sewage discharge at 3345 1/2 Rowena Avenue, Los Angeles 90027. Resulted in after hours emergency response conducted by DPH STRIKE TEAM MEMBER CRISTIAN BREBU. at the time of investigation Strike Team member observed the followings:</p> <ol style="list-style-type: none"> <li>1. Observed no active sewage discharge at the property at the time of investigation.</li> <li>2. Observed sewage debris on top of the ground / planter around sewage clean out line at front of unit 3345 1/2 .</li> <li>3. Observed multiple trash bags accumulation on the ground behind the property next to trash area and driveway entrance.</li> </ol> <p>Report sent via email to Mr. Skyler Walker at Mr.Skyler.Wells@gmail.com</p> |  |

\_\_\_\_\_  
PIC/Owner Signature

\_\_\_\_\_  
CRISTIAN BREBU  
EHS Signature



# OFFICIAL INSPECTION REPORT

COUNTY OF LOS ANGELES ♦ DEPARTMENT OF PUBLIC HEALTH

OFFICE: CIVIC CENTER ♦ CHIEF: RICHARD LAVIN  
3530 WILSHIRE BLVD, 9th FL, LOS ANGELES, CA 90010 - Phone: (213) 351-7892

[WWW.PUBLICHEALTH.LACOUNTY.GOV/EH](http://WWW.PUBLICHEALTH.LACOUNTY.GOV/EH)



|                                                          |         |                                |               |
|----------------------------------------------------------|---------|--------------------------------|---------------|
| Facility Name: 3345 1/2 ROWENA AVENUE, LOS ANGELES 90027 |         | Inspection Date: 12/20/2020    |               |
| Facility Address: 3345 ROWENA AVE                        |         | City/Zip: LOS ANGELES CA 90027 |               |
| Phone #:                                                 |         |                                |               |
| FA: N/A                                                  | PR: N/A | SR: N/A                        | CO: CONINPNNU |
| PE: 2400                                                 |         |                                |               |

It is improper and illegal for any County officer, employee or inspector to solicit bribes, gifts or gratuities in connection with performing their official duties. Improper solicitations include requests for anything of value such as cash, free services, paid travel or entertainment, or tangible items such as food or beverages. Any attempt by a County employee to solicit bribes, gifts or gratuities for any reason should be reported immediately to either the County manager responsible for supervising the employee or the Fraud Hotline at (800) 544-6861 or [www.lacountyfraud.org](http://www.lacountyfraud.org). **YOU MAY REMAIN ANONYMOUS.**

Failure to correct the violations by the compliance date may result in additional fees.

Your signature on this form does not constitute agreement with its contents. You may discuss this content of this report by contacting the supervisor at the phone number of the Environmental Health office indicated on front page of this report. Until such time as a decision is rendered by this department, the content of this report shall remain in effect.

By signing below the Person in Charge/Owner understands the above noted violations and statements.

## ADVISORIES / WARNINGS

### CALIFORNIA STATE FRANCHISE TAX BOARD WARNING

Section 17274 and 24436.5 of the State Revenue and Taxation code provide, in part, that a taxpayer, who derives rental income from housing determined by the local regulatory agency to be substandard by reason of violation of State or local codes dealing with health, safety, or building, cannot deduct from State personal income tax and bank and corporation income tax, deductions for interest, depreciation or taxes attributable to such substandard structure where the substandard conditions are not corrected within six (6) months after notice of violation by the regulatory agency. THE DATE OF THIS NOTICE MARKS THE BEGINNING OF THAT SIX-MONTH PERIOD. The Department is required by law to notify the Franchise Tax Board of failure to comply with these code sections.

Please be advised that the above WARNING is for purpose of compliance with the State Revenue and Taxation Code only. Compliance with Health Laws as noted on the attached Inspection Report or Notice of Violation must be made within the time specified on the report or notice.

### LEAD CORRECTION ADVISORY

**WARNING:** You are hereby advised that corrections ordered by this report/official notice may disturb surfaces that may contain lead-based paint. Lead-based paint can be commonly found in housing built prior to 1978.

Prior to making any corrections ordered and in conjunction with repairs or rehabilitation, you must determine if lead is present in the dwelling unit/apartment/room. All corrective actions must be conducted in a manner that will protect occupants, workers, and other from exposure to contamination

**For further information on lead hazards call 1(800) LA-4-LEAD.**

### OTHER INDOOR ENVIRONMENTAL HAZARDS

Exposure to internal environmental elements, such as asbestos, molds, and mildew, dust mites, droppings from cockroaches and rodents, carbon monoxide, formaldehyde, pesticides, and radon also contribute to unhealthy housing environments. All corrective actions must be conducted in a manner that will protect occupants, workers, and others from exposure to these elements.

PIC/Owner Signature

CRISTIAN BREBU

EHS Signature



**Exhibit K**



# OFFICIAL INSPECTION REPORT

COUNTY OF LOS ANGELES ♦ DEPARTMENT OF PUBLIC HEALTH  
OFFICE: CIVIC CENTER ♦ CHIEF: RICHARD LAVIN  
3530 WILSHIRE BLVD, 9th FL, LOS ANGELES, CA 90010 - Phone: (213) 351-7892

[WWW.PUBLICHEALTH.LACOUNTY.GOV/EH](http://WWW.PUBLICHEALTH.LACOUNTY.GOV/EH)



|                                                             |         |                                |               |                                  |                                                |
|-------------------------------------------------------------|---------|--------------------------------|---------------|----------------------------------|------------------------------------------------|
| Facility Name: 3345 1/2 ROWENA AVENUE, LOS ANGELES 90027    |         |                                |               | Inspection Date: 12/21/2020      |                                                |
| Owner/Permittee: SKYLER WELLS                               |         |                                |               | Re-inspection Date: 12/22/2020   |                                                |
| Facility Address: 3345 ROWENA AVE                           |         | City/Zip: LOS ANGELES CA 90027 |               | Phone #:                         |                                                |
| Email Address: NONE SPECIFIED                               |         | EHS: EDUARDO RAMIREZ           |               |                                  |                                                |
| Mailing Address: 3345 1/2 ROWENA AVE, LOS ANGELES, CA 90027 |         |                                |               | Time In: 02:25 PM                | Time Out: 03:02 PM                             |
| EH Office Number: (213) 351-7892                            |         | Program Identifier: N/A        |               | Service: RE-INSPECTION/FOLLOW-UP |                                                |
| FA: N/A                                                     | PR: N/A | SR: N/A                        | CO: CONINPNNU | PE: 2400                         | Result: CORRECTIVE ACTION / FOLLOW UP REQUIRED |
|                                                             |         |                                |               |                                  | Action: REINSPECTION REQUIRED                  |

## OVERALL INSPECTION COMMENTS

A re-inspection was conducted to ensure the violations noted on the Official Inspection Report conducted on 12/20/20 have been corrected.

On this date, the following was observed corrected:

Trash area and drive way observed to be in a clean and sanitary manner.

The following violation remains outstanding:

Observed sewage debris on top of the ground on the ground and around the sewage cap line at the front of 3345 1/2.

Report was emailed to Mr. Skyler Walker at Mr.Skyler.Wells@gmail.com and a hard copy was delivered to 3345 1/2 Rowena Avenue, Los Angeles 90027.

A re-inspection shall be conducted on or after 11/22/20.

It is improper and illegal for any County officer, employee or inspector to solicit bribes, gifts or gratuities in connection with performing their official duties. Improper solicitations include requests for anything of value such as cash, free services, paid travel or entertainment, or tangible items such as food or beverages. Any attempt by a County employee to solicit bribes, gifts or gratuities for any reason should be reported immediately to either the County manager responsible for supervising the employee or the Fraud Hotline at (800) 544-6861 or [www.lacountyfraud.org](http://www.lacountyfraud.org). **YOU MAY REMAIN ANONYMOUS.**

Failure to correct the violations by the compliance date may result in additional fees.

Your signature on this form does not constitute agreement with its contents. You may discuss this content of this report by contacting the supervisor at the phone number of the Environmental Health office indicated on front page of this report. Until such time as a decision is rendered by this department, the content of this report shall remain in effect.

**By signing below the Person in Charge/Owner understands the above noted violations and statements.**

EMAIL

PIC/Owner Signature

EDUARDO RAMIREZ

EHS Signature



# OFFICIAL INSPECTION REPORT

COUNTY OF LOS ANGELES ♦ DEPARTMENT OF PUBLIC HEALTH

OFFICE: CIVIC CENTER ♦ CHIEF: RICHARD LAVIN  
3530 WILSHIRE BLVD, 9th FL, LOS ANGELES, CA 90010 - Phone: (213) 351-7892

[WWW.PUBLICHEALTH.LACOUNTY.GOV/EH](http://WWW.PUBLICHEALTH.LACOUNTY.GOV/EH)



|                                                          |                                |                             |                          |
|----------------------------------------------------------|--------------------------------|-----------------------------|--------------------------|
| Facility Name: 3345 1/2 ROWENA AVENUE, LOS ANGELES 90027 |                                | Inspection Date: 12/21/2020 |                          |
| Facility Address: 3345 ROWENA AVE                        | City/Zip: LOS ANGELES CA 90027 | Phone #:                    |                          |
| FA: N/A                                                  | PR: N/A                        | SR: N/A                     | CO: CONINPNU<br>PE: 2400 |

## ADVISORIES / WARNINGS

### CALIFORNIA STATE FRANCHISE TAX BOARD WARNING

Section 17274 and 24436.5 of the State Revenue and Taxation code provide, in part, that a taxpayer, who derives rental income from housing determined by the local regulatory agency to be substandard by reason of violation of State or local codes dealing with health, safety, or building, cannot deduct from State personal income tax and bank and corporation income tax, deductions for interest, depreciation or taxes attributable to such substandard structure where the substandard conditions are not corrected within six (6) months after notice of violation by the regulatory agency. THE DATE OF THIS NOTICE MARKS THE BEGINNING OF THAT SIX-MONTH PERIOD. The Department is required by law to notify the Franchise Tax Board of failure to comply with these code sections.

Please be advised that the above WARNING is for purpose of compliance with the State Revenue and Taxation Code only. Compliance with Health Laws as noted on the attached Inspection Report or Notice of Violation must be made within the time specified on the report or notice.

### LEAD CORRECTION ADVISORY

**WARNING:** You are hereby advised that corrections ordered by this report/official notice may disturb surfaces that may contain lead-based paint. Lead-based paint can be commonly found in housing built prior to 1978.

Prior to making any corrections ordered and in conjunction with repairs or rehabilitation, you must determine if lead is present in the dwelling unit/apartment/room. All corrective actions must be conducted in a manner that will protect occupants, workers, and other from exposure to contamination

**For further information on lead hazards call 1(800) LA-4-LEAD.**

### OTHER INDOOR ENVIRONMENTAL HAZARDS

Exposure to internal environmental elements, such as asbestos, molds, and mildew, dust mites, droppings from cockroaches and rodents, carbon monoxide, formaldehyde, pesticides, and radon also contribute to unhealthy housing environments. All corrective actions must be conducted in a manner that will protect occupants, workers, and others from exposure to these elements.

EMAIL

PIC/Owner Signature

EDUARDO RAMIREZ

EHS Signature

**Exhibit L**



# OFFICIAL INSPECTION REPORT

COUNTY OF LOS ANGELES ♦ DEPARTMENT OF PUBLIC HEALTH  
OFFICE: CIVIC CENTER ♦ CHIEF: RICHARD LAVIN  
3530 WILSHIRE BLVD, 9th FL, LOS ANGELES, CA 90010 - Phone: (213) 351-7892

[WWW.PUBLICHEALTH.LACOUNTY.GOV/EH](http://WWW.PUBLICHEALTH.LACOUNTY.GOV/EH)



|                                                             |         |                                |               |                                  |                                        |
|-------------------------------------------------------------|---------|--------------------------------|---------------|----------------------------------|----------------------------------------|
| Facility Name: 3345 1/2 ROWENA AVENUE, LOS ANGELES 90027    |         |                                |               | Inspection Date: 12/30/2020      |                                        |
| Owner/Permittee: SKYLER WELLS                               |         |                                |               | Re-inspection Date: N/A          |                                        |
| Facility Address: 3345 ROWENA AVE                           |         | City/Zip: LOS ANGELES CA 90027 |               | Phone #:                         |                                        |
| Email Address: NONE SPECIFIED                               |         | EHS: EDUARDO RAMIREZ           |               |                                  |                                        |
| Mailing Address: 3345 1/2 ROWENA AVE, LOS ANGELES, CA 90027 |         |                                |               | Time In: 04:50 PM                | Time Out: 05:10 PM                     |
| EH Office Number: (213) 351-7892                            |         | Program Identifier: N/A        |               | Service: RE-INSPECTION/FOLLOW-UP |                                        |
| FA: N/A                                                     | PR: N/A | SR: N/A                        | CO: CONINPNNU | PE: 2400                         | Result: CORRECTIVE ACTION NOT REQUIRED |
|                                                             |         |                                |               |                                  | Action: NO FURTHER ACTION REQUIRED     |

## OVERALL INSPECTION COMMENTS

A re-inspection was conducted to verify compliance from the violations noted on the routine inspection conducted on 12/20/20.

On this date, the following violation was observed corrected:

Observed no sewage debris on ground and around the cap line at the front of 3345 1/2 Rowena Ave.

A copy of this report was sent via US mail.

It is improper and illegal for any County officer, employee or inspector to solicit bribes, gifts or gratuities in connection with performing their official duties. Improper solicitations include requests for anything of value such as cash, free services, paid travel or entertainment, or tangible items such as food or beverages. Any attempt by a County employee to solicit bribes, gifts or gratuities for any reason should be reported immediately to either the County manager responsible for supervising the employee or the Fraud Hotline at (800) 544-6861 or [www.lacountyfraud.org](http://www.lacountyfraud.org). **YOU MAY REMAIN ANONYMOUS.**

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**By signing below the Person in Charge/Owner understands the above noted violations and statements.**

EMAIL

PIC/Owner Signature

EDUARDO RAMIREZ

EHS Signature



# OFFICIAL INSPECTION REPORT

COUNTY OF LOS ANGELES ♦ DEPARTMENT OF PUBLIC HEALTH

OFFICE: CIVIC CENTER ♦ CHIEF: RICHARD LAVIN  
3530 WILSHIRE BLVD, 9th FL, LOS ANGELES, CA 90010 - Phone: (213) 351-7892

[WWW.PUBLICHEALTH.LACOUNTY.GOV/EH](http://WWW.PUBLICHEALTH.LACOUNTY.GOV/EH)



|                                                          |         |                                |              |
|----------------------------------------------------------|---------|--------------------------------|--------------|
| Facility Name: 3345 1/2 ROWENA AVENUE, LOS ANGELES 90027 |         | Inspection Date: 12/30/2020    |              |
| Facility Address: 3345 ROWENA AVE                        |         | City/Zip: LOS ANGELES CA 90027 |              |
| Phone #:                                                 |         |                                |              |
| FA: N/A                                                  | PR: N/A | SR: N/A                        | CO: CONINPNU |
| PE: 2400                                                 |         |                                |              |

## ADVISORIES / WARNINGS

### CALIFORNIA STATE FRANCHISE TAX BOARD WARNING

Section 17274 and 24436.5 of the State Revenue and Taxation code provide, in part, that a taxpayer, who derives rental income from housing determined by the local regulatory agency to be substandard by reason of violation of State or local codes dealing with health, safety, or building, cannot deduct from State personal income tax and bank and corporation income tax, deductions for interest, depreciation or taxes attributable to such substandard structure where the substandard conditions are not corrected within six (6) months after notice of violation by the regulatory agency. THE DATE OF THIS NOTICE MARKS THE BEGINNING OF THAT SIX-MONTH PERIOD. The Department is required by law to notify the Franchise Tax Board of failure to comply with these code sections.

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**For further information on lead hazards call 1(800) LA-4-LEAD.**

### OTHER INDOOR ENVIRONMENTAL HAZARDS

Exposure to internal environmental elements, such as asbestos, molds, and mildew, dust mites, droppings from cockroaches and rodents, carbon monoxide, formaldehyde, pesticides, and radon also contribute to unhealthy housing environments. All corrective actions must be conducted in a manner that will protect occupants, workers, and others from exposure to these elements.

EMAIL

PIC/Owner Signature

EDUARDO RAMIREZ

EHS Signature

**Exhibit M**

00283

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

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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.



**Exhibit N**

00285

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

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 restrained. 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  
Owner of 3345 1/2 Rowena Avenue, Los Angeles, CA 90027

**3345 1/2 Rowena Avenue, Los Angeles, CA 90027**

Property Owner Name: \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**3345 Rowena Avenue, Los Angeles, CA 90027**

Property Owner Name: \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**3343 1/2 Rowena Avenue, Los Angeles, CA 90027**

Property Owner Name: \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**3343 Rowena Avenue, Los Angeles, CA 90027**

Property Owner Name: \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**3341 1/2 Rowena Avenue, Los Angeles, CA 90027**

Property Owner Name: \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**3341 Rowena Avenue, Los Angeles, CA 90027**

Property Owner Name: \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit P**

00289

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



Skyler Wells <mr.skyler.wells@gmail.com>

---

## Re: Rowena Lofts CC&Rs Section 4.4.2 and 4.4.3 Violations

1 message

---

**Skyler Wells** <mr.skyler.wells@gmail.com>

Mon, Mar 21, 2022 at 5:09 PM

To: Arturo Piña <APina@filmla.com>, Outreach <outreach@filmla.com>, FilmLA - Info <info@filmla.com>, Eva.Bitar@lacity.org

Phone call on Tuesday at 4 pm confirmed. Call me at 323.928.2333.

We will be discussing negligent actions of those (Eva Bitar, Arturo Pina, etc.) who participated in the issuance of permit # LA00039464-4, associated violation of Rowena Lofts CC&Rs Section 4.4.2 and 4.4.3, associated clean up actions at Rowena Lofts community which have not been completed, associated damages to Rowena Lofts community, associated damages to Skyler Wells property owner at Rowena Lofts community, upcoming Los Angeles Superior Court legal case # 22STCV05843 against Jay Dyckman for these damages and for the issuance of a legal order to not allow such permits at Rowena Lofts community. Los Angeles Department of Public Works, Board of Public Works Office of Film and Television Production and those (Eva Bitar, Arturo Pina, etc.) who participated in the issuance of permit LA00039464-4 will most likely be added as defendants in Los Angeles Superior Court legal case # 22STCV05843.

Skyler Wells

On Fri, Mar 18, 2022 at 1:23 PM Arturo Piña <APina@filmla.com> wrote:

Tuesday at 4 pm sounds good. I will phone you then.

Arturo

---

**From:** Skyler Wells <mr.skyler.wells@gmail.com>

**Sent:** Friday, March 18, 2022 11:57 AM

**To:** Arturo Piña <APina@filmla.com>

**Cc:** FilmLA - Info <info@filmla.com>; Outreach <Outreach@filmla.com>

**Subject:** Re: Rowena Lofts CC&Rs Section 4.4.2 and 4.4.3 Violations

How about speaking on Monday at 4 pm or Tuesday at 4 pm?

00290

by the CA 2nd District Court of Appeal.

Skyler Wells

323.928.2333 Home

310.430.8003 Mobile

On Tue, Mar 15, 2022 at 4:18 PM Arturo Piña <[APina@filmla.com](mailto:APina@filmla.com)> wrote:

Thanks Cindy.

Skylar, let me know when would be a convenient time for you and I to chat.

Best,

Arturo

Get [Outlook for iOS](#)

---

**From:** Cindy Matta <[info@filmla.com](mailto:info@filmla.com)>  
**Sent:** Tuesday, March 15, 2022 10:22:00 AM  
**To:** [mr.skyler.wells@gmail.com](mailto:mr.skyler.wells@gmail.com) <[mr.skyler.wells@gmail.com](mailto:mr.skyler.wells@gmail.com)>  
**Cc:** Outreach <[Outreach@filmla.com](mailto:Outreach@filmla.com)>; Arturo Piña <[APina@filmla.com](mailto:APina@filmla.com)>  
**Subject:** Re: Fwd: Rowena Lofts CC&Rs Section 4.4.2 and 4.4.3 Violations

Hi Skyler,

Thank you so much for taking the time to explain the filming situation that was connected to permit #LA00039464-4. I'm sorry for the rude crew conduct as well as disruption to your community. I am cc'ing Arturo Pina, the Outreach Coordinator for your area on Rowena Ave -- and he will reach back once he's had a chance to review your complaint.

Please feel free to reach back if there are any problems with the crew today as they strike the set.

00291

by the CA 2nd District Court of Appeal.

Sincerely,

**Cindy Matta**

*Solutions Services*

**FilmLA**

6255 W. Sunset Blvd., 12th Floor  
Hollywood, CA 90028

213.977.8600

On Mon, 14 Mar at 9:05 PM , Skyler Wells <[mr.skyler.wells@gmail.com](mailto:mr.skyler.wells@gmail.com)> wrote:

Los Angeles Department of Public Works / Eva Bitar:

Permit # LA000394644 issued to Jay Dyckman at 3341 Rowena Avenue, Los Angeles, CA 90027, was applied for by Jay Dyckman under false pretenses which violates Rowena Lofts CC&Rs Section 4.4.2 and 4.4.3 attached. Rowena Lofts CC&Rs is a legally binding document in the city of Los Angeles which governs Rowena Lofts community (3341 Rowena Avenue, Los Angeles, CA 90027 through 3345 1/2 Rowena Avenue, Los Angeles, CA 90027). Please revoke Permit # LA000394644 immediately, and take disciplinary action against Jay Dyckman.

Skyler Wells

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

On Mon, Mar 14, 2022 at 8:37 PM Skyler Wells <[mr.skyler.wells@gmail.com](mailto:mr.skyler.wells@gmail.com)> wrote:

I will have Los Angeles Permit # LA000394644, obtained under false pretenses, revoked tomorrow.



Skyler Wells

323.928.2333 Home

310.430.8003 Mobile

On Mon, Mar 14, 2022 at 8:10 PM Skyler Wells <[mr.skyler.wells@gmail.com](mailto:mr.skyler.wells@gmail.com)> wrote:

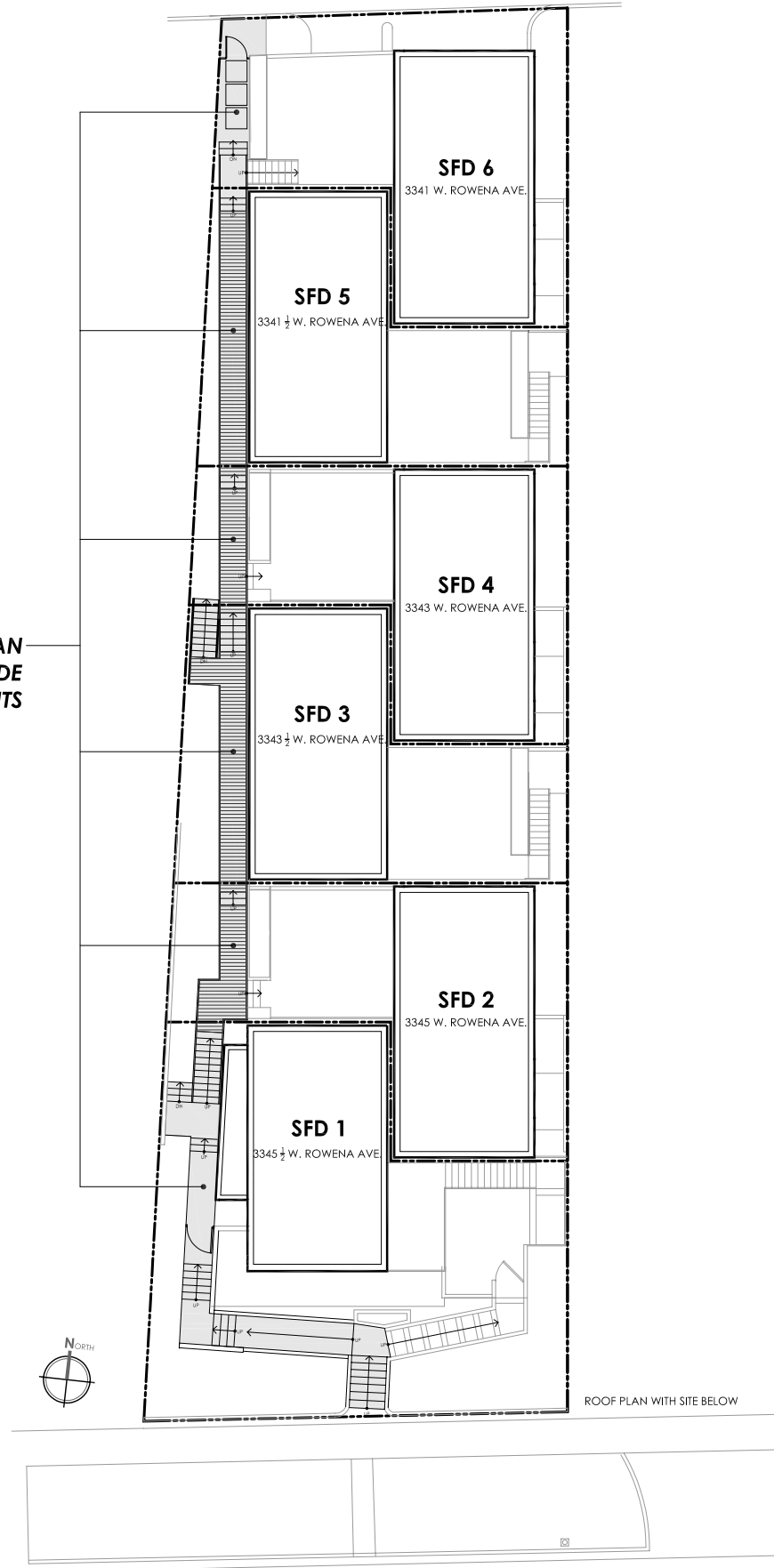
Jay Dyckman:

You have violated Rowena Lofts CC&Rs section 4.4.2 and 4.4.3 for over 2 weeks. I will obtain a legal order, at your expense, to put an end to your violations of Rowena Lofts CC&Rs section 4.4.2 and 4.4.3.

Skyler Wells

**Exhibit Q**

**PEDESTRIAN  
PROMENADE  
EASEMENTS**



**LEGEND**

 EASEMENT FOR  
PEDESTRIAN INGRESS  
AND EGRESS

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

**EXHIBIT "C"**

PEDESTRIAN PROMENADE EASEMENTS

00295

**Exhibit R**

*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

12/23/2019



\*20191434431\*

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.

**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."