

SCANNED

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FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 04 2014 *ML*

HERMINE MURRA DEFENDANT IN PRO SE

By *Gloria M. DeBono*
Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO, CENTRAL DIVISION**

ARROWHEAD WOODS)	Case No.: CIVDS1405048
ARCHITECTUAL COMMITTEE,)	
INC., a California Corporation)	
Plaintiff;)	I. ANSWER
)	II. AFFIRMATIVE DEFENSES
vs.)	
)	
)	
HERMINE MURRA, and all persons unknown)	
claiming any legal or equitable right, title, estate,)	
lien, or interest in the property described in the)	
complaint, named as DOES 1 to 50, inclusive.)	
Defendants.)	

I. ANSWER

COMES NOW the defendants answering the allegations of the complaint on file herein affirms, denies, and alleges as follows:

1. AFFIRMS the statements contained in paragraph numbers 2, 7;
2. DENIES the statements contained in paragraph numbers 3, 4, 5, 6, 10, 11, 12, 13, 14, 15, 16, and 17;
3. Lack knowledge about the truth and therefore DENY the statements contained in paragraphs numbers 1, 8, 9.

*File on Demand
Pos signed by def.*

1 Furthermore; Defendants denies that Plaintiff has sustained damages in the amounts alleged,
2 or in any amount, or is entitled to any of the relief requested, or to any other relief of any
3 kind or nature, by reason of any act, action, omission or breach of duty on the Defendants.

4 **II. AFFIRMATIVE DEFENSES**

5 **FIRST AFFIRMATIVE DEFENSE**

6 As a first affirmative defense, Defendants asserts that the complaint failed to state sufficient
7 facts to constitute a cause of action.

8 **SECOND AFFIRMATIVE DEFENSE**

9 As a second affirmative defense, Defendants asserts that the Complaint is barred by reason
10 that Plaintiff's purported damages are speculative and/or unavailable as a matter of law.

11 **THIRD AFFIRMATIVE DEFENSE**

12 As a third affirmative defense, Defendants asserts that the Complaint is barred by the
13 doctrine of unclean hands.

14 **FOURTH AFFIRMATIVE DEFENSE**

15 As a fourth affirmative defense, Defendants expressly reserves the right to assert further
16 defenses which may be appropriate upon further discovery in this matter.

17 **DEFENDANTS OTHER DEFENSES:**

- 18 **1. THE "COVENANTS, CONDITIONS AND RESTRICTIONS" EXPIRED ON**
19 **DECEMBER 31, 2010, AND WAS NEVER EXTENDED, THEREFORE NO**
20 **LONGER BINDING NOR ENFORCEABLE.**

21 Plaintiff alleges in paragraph number 4, AWAC is the successor to the Architectural
22 Committee referenced in the Declaration and has the Authority to enforce the provisions of
23 the Declaration. Furthermore; Plaintiff alleges the Declaration was extended pursuant to the
24 "Certificate of Amendment of Declaration of Restrictions", which Plaintiff submitted copy of
25 the recorded Document as Exhibit "B".

26 //
27 //
28 //

1 Defendants disagree and object to Plaintiff's outrageous allegations.

2 Defendants respectfully submit to this honorable court the following facts proving that:

3 (1) The original recorded "Declaration of Restrictions" expired on December 31, 2010, and
4 no longer bidding nor enforceable on Defendants properties;

5 (2) The powers and duties of the Architectural Committee expired and ceased after 2010;
6 and

7 (3) Plaintiff was never authorized to extend or modify or amend the original "Declaration of
8 Restrictions".

9 Defendants carefully reviewed the "Declaration of Restrictions" submitted by plaintiff as
10 Exhibit "A", where the following facts proof the expiration date.

11 Reading Exhibit "A", Section XI Page number 15 paragraphs (a) and (b) which specifically
12 states:

13 *"(a) The covenants, conditions and restrictions herein contained shall run with said land and*
14 *shall be binding and in force and effect until December 31, 2010, for the mutual benefit of all*
15 *the lots and building sites in said Tract and of all the lots and building sites now in existence*
16 *or hereafter created in the Arrowhead Property with each other, both as to servient and*

17 *(b) At any time prior to December 31, 2010, the owners of record of lots or building sites in*
18 *said Tract subject to this Declaration, having an aggregate area equivalent to not less than*
19 *55% of total of all of said property, may extend the term during which said covenants,*
20 *conditions and restrictions shall bind and affect said Tract to December 31, 2025, by*
21 *executing and acknowledging an instrument in writing to that effect which shall be duly*
22 *recorded with the County of San Bernardino of San Bernardino County, California."*

23 Defendants emphasizes that the original "Declaration of Restrictions" which imposed
24 "covenants, conditions and restrictions" on all Lots of said Tract Expired on December 31,
25 2010, as stated in Section XI paragraph (a) in the Original Recorded Documents.

26 *(See Plaintiff's Exhibit "A")*

27 Paragraph (b) specifically mandates that the only way to extend the original "Covenants,
28 Conditions and Restrictions" for an additional 15 years, only if the majority Owners of
Record prior to December 31, 2010, had executed and acknowledged an instrument in

1 writing to that effect, and duly recorded it with the County of San Bernardino of San
2 Bernardino County, in the State of California prior to expiration date of December 31, 2010.
3 (See Plaintiff's Exhibit "A" page 15 Section XI Paragraph (b))

4 There are no provisions or options in paragraph (b) to authorize any entities nor Arrowhead
5 Architectural Committee (AWAC) or any successor to be appointed as Attorney in Fact to
6 execute and record any document to extend, modify, or delete the "Declaration of
7 Restrictions".

8 In fact, only the Owners of Record of Lots or Building sites in said Tract subject to this
9 Declaration, having an aggregate area equivalent to not less than 55% of total of all of said
10 property, may extend the term during which said "Covenants, Conditions and Restrictions".
11 Plaintiff has failed to submit any proof that they have the Power of Attorney from majority
12 Lot Owners of Records in Tract 7074 prior to December 31, 2010.

13 **2. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE**
14 **EXPIRED AND CEASED AFTER 2010, NOR PLAINTIFF OR ANY MEMBER**
15 **OF ARROWHEAD WOODS ARCHITECTUAL COMMITTEE (AWAC) AND OR**
16 **SUCCESSORS LACKS AUTHORITY FROM MAJORITY LOT OWNERS OF**
17 **RECORD NUMBERED 1 TO 339, INCLUSIVE, IN TRACT 7074, IN THE**
18 **COUNTY OF SAN BERNARDINO.**

19 After careful review of the "Declaration of Restrictions" submitted by plaintiff as Exhibit
20 "A", Section III Page Number 8 Paragraph (h) which specifically states:

21 *"The powers and duties of the Architectural Committee shall cease after 2010, unless prior*
22 *to said date and effective thereon a written instrument shall be executed by the record*
23 *owners of the a majority of the lots in said tract and duly recorded appointing a*
24 *representative or representatives who shall thereafter exercise the same powers and*
25 *authorities previously exercised by the Architectural Committee, and providing the*
26 *procedures for appointing his or her successors."*

27 Plaintiff submitted as evidence to this Honorable court Exhibit "B" and alleges that they have
28 complied with the requirements mandated by the "Declaration of Restrictions" stated above.
Defendant disagrees because the bogus self-serving Document recorded on 12/15/2010 in the
County of San Bernardino Doc#:2010-05311600 Titled:

1 of Lots Numbered 1 to 339, of said Tract, have appointed them to execute and record a
2 document on their behalf to extend the term of said "Declaration of Restrictions".
3 Plaintiff failed to submit any proof of any written instrument executed and acknowledged by
4 majority owners of record of lots 1 to 339 of said Tract prior to December 31, 2010,
5 appointing them or their successors to execute and record a document on their behalf to
6 extend the term of said "Declaration of Restrictions", as mandated by the original
7 "DECLARATION OF RESTRICTIONS".

8 The county recorder Clerk should have demanded the original power of attorney from the
9 Plaintiff "Undersigned" to be recorded along with the real estate transaction document.

10 Furthermore; The Notary Public "Ms. Lillian Jackson" office manager for Attorney John
11 Wurm should have requested a copy of the Power of Attorney from the Undersigned
12 "Plaintiff" before she falsely acknowledged the Plaintiff's "Hearsay" document representing
13 the undersigned as Attorneys in Fact.

14 As a matter of fact, The Notary Public is Ms. Lilian Jackson employed as the office Manager
15 for plaintiff's Attorney John Wurm, (See Plaintiff's Exhibit "B"), the presumption here that
16 the Attorney "John Wurm" created the document (Exhibit "B").

17 Unfortunately both of them did not act in good faith and did not follow the law and caused
18 Defendants and all lots 1 to 339 in Tract 7074 owners' irreparable harm.

19 WHEREFORE, defendants pray for the following:

- 20 1. That plaintiff take nothing by his Complaint;
- 21 2. That Plaintiff's Complaint, and the actions stated therein, be dismissed with prejudice;
- 22 3. That defendants take judgment against plaintiff;
- 23 4. Defendants recover its costs of suit herein incurred; and
- 24 5. Such other further relief as the court may deem just and proper.

25
26 Dated this June 4, 2014

27 Respectfully Submitted

28 
HERMINE MURRA

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10 **COUNTY OF SAN BERNARDINO, CENTRAL DIVISION**

11 ARROWHEAD WOODS) Case No.: CIVDS1405048
12 ARCHITECTUAL COMMITTEE,)
13 INC., a California Corporation)
14 Plaintiff;) CERTIFICATE OF SERVICE
15 vs.)
16 HERMINE MURRA, and all persons unknown)
17 claiming any legal or equitable right, title, estate,)
18 lien, or interest in the property described in the)
19 complaint, named as DOES 1 to 50, inclusive.)
20 Defendants.)

21 **CERTIFICATE OF SERVICE**

22 I certify under penalty of perjury under the laws of the State of California that, on the date
23 stated below, I did the following: On the day of May 24, 2014, I mailed by Certified Mail,
24 Return Receipt, postage pre-paid, a true copy of the "ANSWER ; AFFIRMATIVE
25 DEFENSES", to ARROWHEAD WOODS ARCHITECTUAL COMMITTEE, at the offices
26 of THE LAW FIRM OF JOHN WURM at the following address:
POST OFFICE BOX 1875, LAKE ARROWHEAD, CA, 92352.

27 Dated this June 4, 2014, in the city of LAKE ARROWHEAD, CA

28 
HERMINE MURRA

CERTIFICATE OF SERVICE