

SCANNED

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR - 9 2015

BY Leanne M. Landeros
LEANNE M. LANDEROS, DEPUTY

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10 WOODS ARCHITECTURAL COMMITTEE,
11 INC., a California corporation

12 SUPERIOR COURT OF CALIFORNIA

13 COUNTY OF SAN BERNARDINO CENTRAL DIVISION

14 ARROWHEAD WOODS)
15 ARCHITECTURAL COMMITTEE)
16 INC., a California corporation,)

17 Plaintiff,)

18 vs.)

19 GEORGE D. HATT, DONNA R. HATT,)
20 and all persons unknown claiming any)
21 legal or equitable right, title, estate, lien)
22 or interest in the property described in)
23 the complaint, named as DOES 1 to 50,)
24 inclusive)

25 Defendants.)

Case No: CIVDS 1400240

26 **DECLARATION OF JOHN G.
27 WÜRM IN SUPPORT OF
28 MOTION FOR LEAVE TO FILE
FIRST AMENDED COMPLAINT**

Date: May 4, 2015
Time: 8:30 A.m.
Dept: S-37

I, JOHN G. WÜRM, declare as follows:

1. I am the attorney of record for Plaintiff. I submit this *Declaration* in support of Plaintiffs' *Motion for Leave to File First Amended Complaint*. If called to testify about the facts contained herein, I can and will truthfully do so.

2. The *Complaint* in this matter was filed on January 7, 2014. An *Answer* was filed by Defendant on or about June 24, 2014.

1 3. After the Defendant filed their answers, I served discovery on Defendants which
2 included the Corporation Quitclaim Deed subject of the proposed First Amended Complaint. The
3 answers were inadequate. I engaged in the required “meet and counter” process with Defendants,
4 who were in pro per at the time. I eventually prepared a Motion to Compel further responses and
5 obtained a hearing date in February 2015. Then, the Defendants served supplemental responses
6 before I filed the Motion. A Mediation on January 8, 2015 did not result in a settlement. Attorney
7 Timothy Brown appeared with Defendants at the Mediation and substituted as their attorney on
8 January 21, 2015. It became apparent that Defendants were contesting Plaintiff’s authority under the
9 *Declaration of Restrictions* pled in the original complaint.

10 4. Subsequently, Defendants filed a Motion to dispute the issue of Plaintiff’s authority
11 to enforce tree cutting restrictions under the *Declaration of Restrictions*.

12 5. In early January 2015, a newspaper article was published in which Defendants
13 stated they were contesting Plaintiffs authority under the *Declaration of Restrictions*. A copy of the
14 newspaper article is attached as Exhibit “A”. These developments brought forward the theories and
15 facts that Defendants were contesting the validity of the *Declaration*. I deferred any litigation
16 activity until after the Mediation. Shortly after the Mediation, counsel filed a Substitution of
17 attorney. Now that Defendants representation issues are resolved, I have prepared the *Motion for*
18 *Leave to File a First Amended Complaint*.

19 6. Based upon these newly learned facts, I reviewed the files and determined that in
20 order to fully present Plaintiff’s position to the court, it would be appropriate to amend the
21 Complaint to allege the authority to enforce tree cutting restrictions granted Plaintiff in the
22 Corporation Quitclaim Deed. The new allegations substantively changed the complaint by adding
23 the allegation of the Quitclaim Deed (§ 5). I made other changes by adding the Quitclaim Deed in
24 places where appropriate. I’ve also made some typographical and stylistic changes. I’ve also added
25 a phrase to the second sentence of now is the ninth paragraph by providing that the *Declaration*
26 allows Plaintiff to recover damages.

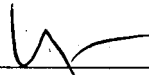
27 7. The proposed *First Amended Complaint* does not change the general facts alleged or
28 nature of the recovery. It alleges additional facts upon which the same theories and damages were

1 pursued in the original complaint. I mailed a proposed stipulation to the First Amended Complaint
2 and Declaration to attorney and called him twice, but he never contacted me.

3 8. There will be no prejudice to the Defendants. No depositions have been taken.
4 Plaintiff has served discovery upon Defendants and there is a discovery motion pending. The
5 Corporation Quitclaim Deed, Exhibit "C" of the proposed First Amended Complaint was subject of
6 the discovery served upon Defendants.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct.

9 Executed this 26 day of February, 2015 at Lake Arrowhead, California.

10
11 

12 _____
13 John G. Wurm
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The ALPENHORN News

BRINGING OUR MOUNTAIN COMMUNITIES TOGETHER SINCE 1955

CEDAR PINES PARK • VALLEY OF ENCHANTMENT • CRESTLINE • TWIN PEAKS • RIM FOREST • AQUA FRIA • BLUE JAY • DEER LODGE PARK • LAKE ARROWHEAD • CEDAR GLEN • SKY FOREST • RUNNING SPRINGS • ARROWBEAR • GREEN VALLEY LAKE

Fri, 02 Jan, 2015

COMMUNITY EVENTS NEW

- Rim Bus Schedule
- Fundraisers
- Sporting events

NEWS

- Front Page
- Headlines
- Government Watch
- Twin Peaks
- Sheriff's Log

ARCHIVED NEWSPAPERS

- The Alpenhorn News Archives

FEATURES

- Uncle Mott
- Ask the Realtor
- In the Kitchen with Cathy
- Keeping it Real with S.E. Williams
- Restaurant review
- Mountain Health by Mountain Community Hospital
- "In Your Firehouse"
- "A View from the Right"
- Special Features
- Our Sustainable Mountain

JUST MY OPINION

- From the Desk
- Letters to the Editor
- Reader's Comments
- Submit Comments
- On the Level

OBITUARY

- Obituary

CLASSIFIED ADS

- View Classifieds
- Submit Classifieds
- Advertise on Web
- Subscribe Today!

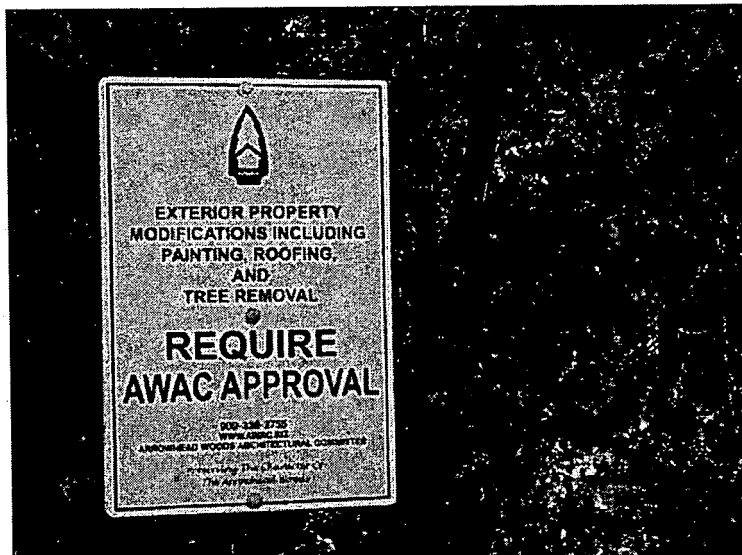
BUSINESS DIRECTORY

- Yellow Pages
- Local Business Guide

LEGAL NOTICES

- Trustee Sales
- Fictitious Business Name
- Miscellaneous Notices

Homeowners in catch-22 with AWAC



A sign posted within the Arrowhead Woods by the Arrowhead Woods Architectural Committee notifying homeowners of their authority (Photo by Gail Fry)

Gail Fry

Staff Writer

The Alpenhorn News heard from several Arrowhead Woods homeowners that they feel like they are in a catch-22 with regard to managing the trees on their property to keep their homes fire safe and the punitive actions taken by the Arrowhead Woods Architectural Committee if they do.

On the one hand, there are both state and county laws to remove and trim trees to keep their property fire safe, threats of non-renewal by insurance companies if they don't, but if and when they do take action to trim and/or remove trees deemed to be a fire hazard or if Southern California Edison comes in and trims or removes trees deemed a danger to their power lines, the Arrowhead Woods Architectural Committee (AWAC) swoops in claiming they own the trees, have been damaged by the homeowner's actions and threaten to file a lawsuit.

In response to an article published in The Alpenhorn News December 25 edition entitled "AWAC sues homeowners for trees" about lawsuits filed by AWAC against homeowners, a homeowner claimed AWAC was threatening to sue him over trees removed from his property by Southern California Edison.

One Arrowhead Woods homeowner sued by AWAC, retired fireman George Hatt, explained he contacted CalFire for advice when he received a notice of non-renewal from his insurance company.

Hatt related CalFire Unit Forester Glenn Barley told him his "biggest problem" was a "cluster of eight trees" on the south side and a "cluster of three trees" on the west side of his home and that he had to "thin those trees out."

Barley explained to Hatt a cluster means the "branches are touching" and one of his Cedar trees "had to go." Hatt told The Alpenhorn News in response to Barley's recommendations he cut down seven trees on his property before it started snowing and before he could remove the Cedar tree. Hatt explained "no one said anything" about the seven trees removed.

Then in October of 2013, Hatt shared "high winds blew through here" and the top portion of the Cedar tree cracked knocking over a dead branch that "barely missed my roof." Hatt explained it scared his wife and they called their tree service company to "get rid of that tree before it falls on the house."

This Week's Highlights

Front Page

- DMV—Outrageous fees for online vehicle registration
- School district in crisis
- Local PI arrested by Orange County authorities
- Female burglar arrested again
- Homeowners in catch-22 with AWAC
- Municipal Advisory Councils
- Local Rotarian in Rose Parade
- Deadline nears for Rec & Park board appointment
- There's a new sheriff in town
- Code Enforcement—Criticism, clarification and conflict

Uncle Mott

- I'll Be Seeing You

Ask the Realtor

- The Runaway Buyer
- What to do with the decorations when you sell?

In the Kitchen with Cathy

- A Fresh and Healthy New Year
- Fast and Easy Three Ingredient Recipes
- Keeping it Real with S.E. Williams
- Keeping it real—Eternal optimism

"A View from the Right"

- Part IV: Post-2015 Agenda 21 Developments
- Part III: Agenda 21 – Good Riddance

Special Features

- Mountain Musings with Uncle Mott Douglas W. Motley

Our Sustainable Mountain

- Resolve to do an energy audit
- Little ways to become greener

From the Desk

- The Final Act

Trustee Sales

- 1-1-15
- 12-25-14

Fictitious Business Name

- 12-25-14

CALENDAR

Alpen Events

SAN BERNARDINO COUNTY

- Board of Supervisors
- •••• 2nd District
- Janice Rutherford
- •••• 3rd District
- James Ramos
- Animal Care & Control
- Code Enforcement
- Assessor
- Auditor / Controller-Recorder
- Registrar of Voters
- County Parks
- Treasurer-Tax Collector
- Public Works
- Superior Court

USEFUL LINKS

- Driving Directions
- Martindale's Reference
- Social Security

CONTACT US



Contact Us

GUEST BOOK



Guest Book

This Week's Poll

Do you think this will be a bad fire season?

- Yes, It is going to be really bad.
- No, not this year
- I think it will be bad, but not so much here.
- I think it will be like the Old Fire of 2003.
- I think it will be a normal fire season.
- After reading about Arizona I'm really afraid this year.
- I think we will not have a problem this year.

vote

After cutting down the tree, Hatt received a letter from AWAC demanding pay of \$12,000 for that one tree.

Hatt recalled a document in his escrow papers that said AWAC ceases to exist in 2010 and did not recall AWAC asking his permission to extend the covenants, conditions and restrictions (CC&R's) or he would have said "no."

Hatt opined AWAC's document to extend its CC&R's is "fraudulent" because it failed to list the "name and names of the assessed owners as they appear on the latest secured assessment roll" as required by government code 27288.

Hatt explained in his career as a firefighter he used to save lives, protect property and help homeowners reasoning AWAC should educate homeowners instead of attacking them to put a "windfall in their pocket."

Another Arrowhead Woods homeowner sued by AWAC, Hermine Murra, had cut down her trees as part of approved plans and provided The Alpenhorn News with a copy of her plans stamped with the words "approved" above a signature from an AWAC representative dated February 24, 2014 and a notice of approval from AWAC "to be placed at jobsite."

Reference to AWAC's ownership of the trees and shrubs located on lots in the Arrowhead Woods is shown in paragraph 11 of the 1964 Agreement of Settlement and Compromise between the Arrowhead Woods Property Owners Association and Lake Arrowhead Development Co.

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