

1 Timothy J. Tatro, Cal. State Bar No. 175633
Peter A. Zamoyski, Cal. State Bar No. 185579
2 TATRO & ZAMOYSKI, LLP
12264 El Camino Real, Suite 400
3 Del Mar, CA 92130-3063
TEL: (858) 244-5032
4 FAX: (858) 847-0032

5 Attorneys for Plaintiff
DE ANZA COVE HOMEOWNERS
6 ASSOCIATION, INC.

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO**

10 DE ANZA COVE HOMEOWNERS
ASSOCIATION, INC., a California non-profit
11 corporation,

12 Plaintiff,

13 v.

14 CITY OF SAN DIEGO, a California
municipality;
15 and DOES 1-100, inclusive,

16 Defendants.

Case No. GIC 821191

**DECLARATION OF ERNIE ABBIT IN
SUPPORT OF PLAINTIFF'S MOTION
FOR SUMMARY ADJUDICATION**

Date: January 7, 2005
Time: 11:00 a.m.
Dept: 66

17
18
19 I, ERNIE ABBIT, declare that:

20 1. The following information is based on my personal knowledge and, if called upon, I could
21 competently testify to same.

22 2. I am a resident and homeowner at De Anza Cove mobilehome park located at 2727 De
23 Anza Road.

24 3. I am the elected President of the De Anza Cove Homeowners Association ("HOA"). The
25 HOA is a non-profit corporation dedicated to helping residents and homeowners of De Anza Cove.
26 We have bylaws, a Board of Directors, and elected officers. We convene regularly to discuss and
27 vote on key issues affecting the HOA, the residents, and the mobilehome park.

28 4. At present, HOA membership includes 344 of the roughly 424 remaining households,

1 representing about 81% of park residents and homeowners. Our membership has increased steadily
2 every month and we ultimately want to reach 100% of park residents and homeowners.

3 5. The HOA voted to file this action because the HOA shares a common interest with all park
4 residents in ensuring that our rights under state law are recognized by the City of San Diego. The
5 Board felt that bringing one action on behalf of all residents would be much more efficient than
6 having every resident file a separate claim to enforce the Mobilehome Residency Law.

7 6. During the time that the Memorandum of Understanding (“MOU”) was in effect from 1999
8 to May 2003, me and other representatives of the HOA were consistently told by the City that it
9 could not discuss with us the future use of De Anza or any relocation issues because the City was
10 contractually bound to negotiate exclusively with De Anza Harbor Resort & Golf—the prior park
11 operator. Moreover, we asked repeatedly for meetings with the City Council many times between
12 2001 and 2003, but the City Council never responded, much less accepted our requests.

13 7. Once the MOU expired, our renewed attempts to address the City with potential relocation
14 alternatives were thwarted by the fact that the City Council opted to meet in closed session.
15 Obviously, we were not permitted to attend those meetings.

16 8. Between May and September of 2003, the HOA made various proposals to the City
17 Council, the City Attorney’s Office, and the Real Estate Assets Department. Each of these
18 proposals was designed to allow a humane and methodical conversion of the park to non-residential
19 use, to provide increased revenues to the City in the interim, and to subsidize—through rents
20 paid—a relocation fund to help residents find a new place to live. But the City rejected every one
21 of our proposals.

22 9. Finally, at the end of October 2003, the Director of the City’s Real Estate Assets
23 Department—Will Griffith—came to our HOA meeting, flanked by four armed policemen. It was
24 quite a sight. He explained the terms of the City’s “transition plan” and warned us that if we did
25 not sign the agreement, the City would begin throwing us out in a month.

26 10. I have seen dozens of homes taken out of the park—mostly in truckloads of demolished
27 debris—since the City took over park management in November 2003.

28 11. The City and its management company—Hawkeye—have been operating the mobilehome

