

Tatro & Zamoyski LLP

BUSINESS · PERSONAL INJURY · REAL ESTATE

12264 El Camino Real, Suite 400

Del Mar, California 92130-3063

(858) 244-5032 TEL

(858) 847-0032 FAX

www.tatrozamoyski.com

Sender's e-mail address:
peter@tatrozamoyski.com

February 26, 2004

Via Facsimile and U.S. Mail

Anna Roppo, Esq.

Higgs, Fletcher & Mack

401 West "A" Street, Suite 2600

San Diego, CA 92101

Re: *De Anza Cove HOA, Inc. v. City of San Diego*
San Diego Superior Court, Case No. GIC 821191

Dear Ms. Roppo:

We would like to get as much information out to the Park residents as soon as possible as to those items that we were able to agree upon at yesterday's meeting. Although there are many areas of disagreement, none of which are listed here, this letter is intended to confirm the agreements that were made yesterday by the City of San Diego. Unless we hear from you to the contrary by noon tomorrow, we will go ahead and begin publishing this information to the mobilehome park's residents and owners.

The City agreed to:

1. Strongly reiterate that it does not condone the use of and will not accept the use of profanity, abusive language or tone, intimidation, rudeness, or other such behavior directed towards anyone at the Park by representatives of the City or its agents. Anyone believing that they, their family members, or visitors have been mistreated is encouraged to fill out a "Resident Concern Form" and route it to the on-site management office;
2. Send a letter to residents notifying them a reasonable period of time before workers or management plan to enter onto the residents' lots, and the purpose for needing to enter onto the lots;
3. Inform us when we can return the common area furniture that was previously in and around the Bay Club and Pavilion as proposed by the Homeowners Association, provided that either (1) the indemnity language for all common areas that is in the City's proposed rules is sufficient, or (2) the insurance policies carried by either Hawkeye or the City will cover the returned furniture. If it would be helpful for insurance or other purposes, the Homeowners Association would be willing to give this property to the City as long as it remains in the Bay

Club and Pavilion common areas as intended, since this is such an important issue to the people who use these facilities for church services, activities, and social events;

4. Allow the Homeowners' Association to post signs/notices of homeowners' association meetings and the like without interference, which the HOA will coordinate with Hawkeye;
5. Allow the Homeowners Association to replace the bulletin board at the Bay Club and maintain it;
6. Maintain the swimming pool and Jacuzzi spa temperatures at the level noted on the date of our meeting, which was 84° and 103° , respectively;
7. Allow classes to resume in the common areas, such as bridge, bingo, aerobics, aqua aerobics, and the like;
8. Look into alternatives, such as a non-adhesive piece of paper, for the "no-parking" stickers that are being applied by the security company to residents' vehicles;
9. Allow members of the public to enter the mobilehome park, access the public land and beaches, and freely visit the mobilehome park and its residents;
10. Ensure that a gate is installed in the barbed-wire-topped fence that the City is currently erecting along the north side of the Park and ensure that access is freely granted through that gate from at least 7 a.m. to 9 a.m. and 3 p.m. to 6 p.m.;
11. Contact and involve the HOA's legal representatives before proceeding with any proposed erection of other fencing-in of the Park;
12. Post a written notice on a mobilehome that indicates that the City or its agents have turned off the utilities to that home, and indicate it has done so because it believes that the home is abandoned and leaving the utilities on is a health and safety danger. The City and its agents do not condone and will not turn off utilities to homes that are occupied;
13. Arrange a meeting between the HOA's legal representatives and the San Diego Police Department regarding Park security concerns and alternatives to deal with those concerns;
14. Contact the appropriate department within the San Diego Police Department to coordinate a resumption of the residents' neighborhood watch program;
15. Look into alternatives for the jarring speed bumps that have been installed at the entrance and exit of the mobilehome park;

16. Alter certain of the City's proposed rules and regulations as follows:

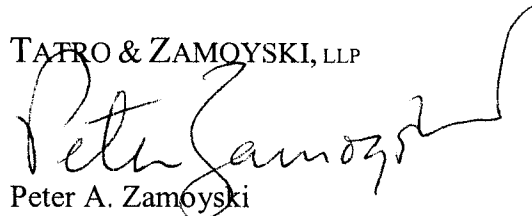
- ¶9.C. No resident or owner will be held responsible for damage resulting from any trees or other landscaping that is already on their lot.
- ¶12.B. House pets that currently live in the park, regardless of weight or number, are permitted to continue living in the park. No new pets will be allowed in the mobilehome park that are dangerous or exotic pets.
- ¶16.D. Residents are not responsible for damages caused by their electric usage. Residents are merely asked to notify on-site management before using any new, electricity-intense appliances/devices that have not been previously used at the mobilehome.

In addition to the above, we asked to hold periodic meetings between the City and its agents and the Homeowners' Association and its representatives in order to discuss upcoming plans and attempt to alleviate other problems as they arise. Please provide us some available dates so we can get together again in about four to six weeks.

Thank you for your expected cooperation. If you have any questions or comments, please feel welcome to call me or Tim Tatro.

Sincerely,

TATRO & ZAMOYSKI, LLP



Peter A. Zamoyski

Cc: Ernie Abbit
President De Anza Cove HOA, Inc.