

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

December 31, 2003

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 look forward to meeting during the first week of January 2004 with you, Councilwoman Frye and any other Councilmembers, City Manager Uberuaga, representatives from the City Attorney, and anyone else on behalf of the City that you believe would be productive toward resolving many issues at the De Anza Cove mobilehome park. As you know—in addition to our long-standing requests to discuss these issues with you and the City's representatives—the Court ordered the City to meet and confer with us to hopefully resolve these issues without the need for Court intervention. As requested, here is a bullet list of some of those issues.

- Some mobilehome owners had renters who left the park under the City's threat of eviction. When the owners sought new tenants, Hawkeye's representatives told them, despite the TRO in effect that maintains the status quo, that no new tenants were allowed in the park—unless the owner signs the City's settlement agreement! Although many of the owners are on fixed incomes and depend on that rental income, the City apparently still demands that the owner pay rent on the space without allowing a new tenant in the home.
- While the TRO was in effect, residents were served Notices of Belief of Abandonment in violation of the TRO.
- New "rules" for the park have apparently been unilaterally created by the City, but without disclosing those "rules" to the residents, the Homeowners Association, or us. First, those "rules" need to be provided to us, we need to discuss whether those "rules" are appropriate, whether they are in violation of the Court's injunction, and find resolution and clarification for residents.
- While the TRO was in effect, the City's attorneys or other representatives improperly instructed the police department to cite and then tow boat trailers and other personal

items from the overflow parking areas and storage areas in violation of the TRO. Many of the residents had paid for the right to store their items and were allowed to keep their boats, trailers and other items where they were.

- DHRG had agreed with the Homeowners Association to return the hundreds of chairs, tables, and other furniture to the common areas if that was alright with the City. Apparently, DHRG was told by the City's representatives "no thank you" since the City would allegedly be providing those items for the residents. Many weeks have passed and only a couple of days ago a total of approximately 25 chairs were delivered to the Bay Club. Wouldn't it make more sense—and cost less—to allow DHRG to simply return the furniture?
- Security at the front gate has told residents' guests that they could not drive into the Park, that they could not park in the Park's overflow parking lots as they had done for years, and that they would have to park their cars in the adjacent Mission Bay public parking, and walk—and walk and walk—back to whichever home they were visiting. If this is public land as the City claims, shouldn't it be treated as open to members of the public who are visiting the Park's residents? And since the TRO is in effect, shouldn't access to the Park be the same as it was when DHRG operated the Park?
- Maintenance of the park's common areas has been lacking (landscaping, restroom cleaning, etc.).
- While the TRO was in effect and for some unknown reason to us, Hawkeye changed the locks on the pool gates and diminished the pool's hours. Residents of the Bay Club—who pay higher rent—each previously had a key for accessing the pool, just like at any apartment or condominium complex, which ensures that only those adults who should have access, do have access. It also ensures that children and infants cannot access the pool and potentially drown. After many residents complained that the gate lock had been changed and that they couldn't access the pool, Hawkeye and/or the City decided to instead leave the gate open a few inches during the new hours. The open gate is dangerous and likely a Health & Safety Code violation. A more sensible solution is to give one key per household to Bay Club residents.
- Allowing reopening of the Park's market.

In addition to the above issues, the Court strongly suggested that the parties promptly agree on a mediator with an eye toward resolving the entire case. In light of the Court's specific ruling that "Plaintiff has established a reasonable probability of prevailing on the merits," it is in the best interests of the City that is facing liability—and the residents who have to live each day with uncertainty about their future—to come to a resolution of the case now. Plaintiff proposes the following three individuals from the Court's list of mediators, in no particular order: Douglas Glass, John Seitman, or Monty McIntyre. Please let us know of your choice so that we can move forward, build a meaningful dialogue, and attempt a mutually acceptable resolution to the case.

Ms. Anna Roppo, Esq.
Higgs, Fletcher & Mack
December 31, 2003
Page 3 of 3

Please respond as soon as possible with regard to the date of the meeting and who will be in attendance. If you have any questions or comments, please feel welcome to call me or Tim Tatro.

Sincerely,

TATRO & ZAMOYSKI, LLP

A handwritten signature in black ink, appearing to read "Peter Zamoyski". The signature is written in a cursive style with a large, sweeping flourish at the end.

Peter A. Zamoyski