

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

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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

1 park since November 24, 2003. The City is the only one to threaten me, and many other residents I
2 know, with eviction if I did not go along with their proposed conversion plan. The City is the only
3 one dictating the terms of the phase-out of the mobilehome park.

4 12. The City hired armed security guards to control access to the mobilehome park. We never
5 had armed guards before. The City also put up barbed wire fencing along the perimeter to control
6 access. We never had that before.

7 13. The City dictates whether we can rent our homes or sell our homes, and to whom. And the
8 City handed down a whole set of new rules regulating virtually every aspect of living at De Anza
9 Cove. The City has made it very clear to us that it is in control of the property.

10 14. Over the years, various HOA representatives and I have sent requests for information from
11 the City of San Diego through public record act requests. We have always been very involved in
12 trying to obtain as much information as possible from the City, including spending many hours
13 down at City Hall looking through and copying various files related to De Anza Cove. As
14 President of the HOA, I authorized and organized many such trips. The exhibits attached to
15 Plaintiff's Notice of Lodgment of Exhibits that were obtained from the City pursuant to these
16 record requests and visits to the City Clerk's Office are referenced below.

17 15. Attached as Exhibit 5 to Plaintiff's Notice of Lodgment ("NOL") is a true and correct copy
18 of City document authorizing construction of permanent units at De Anza Cove.

19 16. Attached as Exhibit 6 to "NOL" is a true and correct copy of the Ninth Amendment to the
20 Lease Agreement, dated January 5, 1970.

21 17. Attached as Exhibit 12 to "NOL" is a true and correct copy of City Council of San Diego,
22 Resolution No. R-255718 dated January 1982.

23 18. Attached as Exhibit 14 to "NOL" is a true and correct copy of City Letter to De Anza
24 Mobile Estates, dated August 17, 1982.

25 19. Attached as Exhibit 15 to "NOL" is a true and correct copy of a Letter from James
26 Mulvaney to City Attorney John Witt, dated October 17, 1989.

27 20. Attached as Exhibit 16 to "NOL" is a true and correct copy of the De Anza Harbor Resort
28 Long Term Rental Agreement.

- 1 21. Attached as Exhibit 18 to "NOL" is a true and correct copy of the San Diego Housing
2 Commission Report, dated June 3, 1991.
- 3 22. Attached as Exhibit 19 to "NOL" is a true and correct copy of City of San Diego Memo,
4 dated March 11, 1992.
- 5 23. Attached as Exhibit 20 to "NOL" is a true and correct copy of City of San Diego Memo,
6 dated March 26, 1993.
- 7 24. Attached as Exhibit 21 to "NOL" is a true and correct copy of City of San Diego Memo,
8 dated September 3, 1993.
- 9 25. Attached as Exhibit 22 to "NOL" is a true and correct copy of City of San Diego Memo,
10 dated September 10, 1993.
- 11 26. Attached as Exhibit 23 to "NOL" is a true and correct copy of a Report to Planning
12 Commission, dated December 4, 1991.
- 13 27. Attached as Exhibit 27 to "NOL" is a true and correct copy of the Memorandum of
14 Understanding, dated July 27, 1999.
- 15 28. Attached as Exhibit 31 to "NOL" is a true and correct copy of City Attorney Report, dated
16 April 4, 1990.
- 17 29. Attached as Exhibit 35 to "NOL" is a true and correct copy of a Notice of Termination,
18 dated September 15, 2003.
- 19 30. Attached as Exhibit 36 to "NOL" is a true and correct copy of City Manager's Report 80-
20 394, dated October 9, 1981.
- 21 31. Attached as Exhibit 37 to "NOL" is a true and correct copy of Letter to City from
22 G.S.M.O.L./Ball.
- 23 32. Attached as Exhibit 40 to "NOL" is a true and correct copy of Report to City from City
24 consultant Goodwin & Associates.
- 25 33. Attached as Exhibit 51 to "NOL" is a true and correct copy of Letter from City to Residents,
26 dated October 22, 2003.
- 27 34. Attached as Exhibit 61 to "NOL" is a true and correct copy of City Attorney Report 78-14,
28 dated August 2, 1978.

1 35. Attached as Exhibit 62 to "NOL" is a true and correct copy of Letter from City to Dorie
2 Offerman, dated March 2, 2000.

3 36. Attached as Exhibit 63 to "NOL" is a true and correct copy of the De Anza Cove Master
4 Lease and through the Ninth Amendment.

5 37. Attached as Exhibit 64 to "NOL" is a true and correct copy of the Tenth Amendment to the
6 De Anza Cove Master Lease.

7 ///

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

10 Executed on October 4, 2004 at San Diego, California.

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Facsimile Signature Attached
Ernie Abbit

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Ernie Abbit