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DE ANZA COVE HOMEOWNERS
8 ASSOCIATION, INC.

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SAN DIEGO

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

13 Plaintiff,

14 v.

15 CITY OF SAN DIEGO;
DE ANZA HARBOR RESORT AND GOLF,
16 LLC, a California limited liability company;
and DOES 1-100, inclusive,

17 Defendants.
18

Case No. GIC 821191

DECLARATION OF JAMES LEWAN

19 I, JIM LEWAN, declare that:

20 1. I am the Vice President of De Anza Cove Homeowners Association ("HOA"), and a
21 resident homeowner at De Anza Harbor Resort Mobile Home Park ("Park"). I make this
22 declaration based upon personal knowledge and would and could competently testify hereto in
23 court if so requested.

24 2. From 1999 through May 2003, we attempted to speak with City officials regarding
25 the future of the Park and what plans the City of San Diego had for its residents. However, the City
26 told us repeatedly that it could not discuss the matter with us because it had agreed to negotiate
27 exclusively with De Anza Harbor Resort & Golf, LLC ("DHRG"), the Park operator. This
28 agreement between the City and DHRG was memorialized in a Memorandum of Understanding

1 dated July 27, 1999. We were also told that the City and DHRG were evaluating various hotel
2 development proposals that would provide relocation and replacement housing for Park residents.

3 3. When the Memorandum of Understanding expired in May 2003, we again
4 approached the City, but were told by City officials that all further discussions regarding the Park
5 would be held in closed session and we were not invited to attend. The HOA even prepared
6 several proposals that would have ensured a safe and adequate relocation of all residents. But all of
7 our proposals were rejected.

8 4. Ultimately, with time running out, City officials appeared at one of our resident
9 meetings at the Park hall on or about October 22, 2003, to talk about the long-awaited "Transition
10 Plan." We were stunned when we saw the City's Director of Real Estate Assets enter with four
11 armed policemen. The City basically told us that we had to go along with their plan or we would
12 be evicted on November 24, 2003. There was no negotiation and no discussion as to where the
13 residents would ever be relocated, if at all.

14 5. I have been told by various residents and City representatives, including employees
15 of City-retained Hawkeye Management, that next week the City will begin shutting down all of the
16 common areas, including the meeting hall, the swimming pool, the laundry facilities, the local
17 grocery store, and the Park church.

18 6. The HOA was created as a non-profit corporation to represent the interests of all
19 Park residents. To date, HOA membership includes the owners and residents of 270 out of 509
20 homes. I know of many other residents who support the HOA, but who do not have the funds to
21 contribute membership fees, so the "membership" tally appears lower than it really is.

22 7. Over the last few years, I have sent various requests to the City of San Diego under
23 the Freedom of Information Act. Through these requests and through my many trips to the City
24 Clerk's Office, I have been able to obtain a large volume of documents related to the Park and the
25 issues involved in this suit. I personally copied or had copied those attached exhibits that were
26 obtained pursuant to Freedom of Information Act requests.

27 8. Attached as Exhibit 1 is a true and correct copy of the City's cover letter to the
28 Settlement Package sent to residents in late October 2003.

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9. Attached as Exhibit 2 is a true and correct copy of City Council Resolution No. 102320, dated 1953, regarding the Park master lease.

10. Attached as Exhibit 3 is a true and correct copy of the Memorandum of Understanding signed by the City and DHRG in July 1999.

11. I never received a Tenant Impact Report.

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

Executed on November ____, 2003 at San Diego, California.

JAMES LEWAN

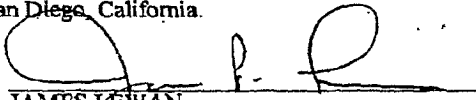
1 9. Attached as Exhibit 2 is a true and correct copy of City Council Resolution No.
2 102320, dated 1953, regarding the Park master lease.

3 10. Attached as Exhibit 3 is a true and correct copy of the Memorandum of
4 Understanding signed by the City and DHRG in July 1999.

5 11. I never received a Tenant Impact Report.
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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 on November 18, 2003 at San Diego, California.


JAMES LEWAN

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