

2002 11 03 Go ahead-initiate a lawsuit against me-I will win.doc

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and Board of Directors Park Mediterrania HOA
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Subject: Go ahead, initiate a lawsuit against me, I will win.

To Whom It May Concern:

11/3/02

I am getting sick and tired of receiving harassing letters about replacing my security door or Euclid and the Board of Directors will initiate action against me. Since receiving the initial letter dated 4/10/02, I have written you several letters regarding this matter, but apparently you either are not bothering to read my letters or you are not able to understand the logic and legal concepts in those letters. This situation reminds me of an E-mail Return Receipt that stated in part "There is no guarantee that the content has been read or understood." My 2 page letter dated 5/2/02 with subject line of "Request either a waiver for my newly installed security door or \$536.70 reimbursement for costs of uninstalling security door" and 6 page letter dated 7/20/02 with the subject line of "CC 1354 CC&R's enforceable unless unreasonable" are must reads. **This letter is only an update to those letters.**

Prior to going to my hearing before the Board of Directors meeting on 6/25/02, in addition to mailing copies of my letters to Euclid and the Board of Directors, I also mailed some copies directly to Alex Taylor, the President of the Board of Directors, at his home address. In the my letter dated 5/2/02 about waiver or reimbursement I included a comment about "Nearby even saw gray, not dark brown, garage doors." Did not realize at the time Alex Taylor, owned one of those two condos that do not conform to the Rules and Regulations "Guidelines for Architectural Improvements" uniform color of dark brown. Imagine that, part of his responsibilities as President of the Board of Directors is to set a good example for the rest of us and to fairly enforce the Governing Documents, but he disregards the rules when they should also apply to his own condo. In my letter dated 5/20/02 with subject line "Criminal and CC&R violations by neighbors at 1097 Unit #70" I stated: "Another problem we are having with them is their dogs. Their patio, like ours, is only 8' X 19' which is too small for one dog much less two." Did not know at the time Alex Taylor is a dog owner. His 3-bedroom condo has a larger patio area, but still no back yard for a dog to run in. Much less the 3 dogs he has.

In my 6 page letter dated 7/20/02 with the subject line of "CC 1354 CC&R's enforceable unless unreasonable," I discuss Alex Taylor's impolite attitude at my hearing. I stated: "Apparently in my letter where I questioned how the vendor was picked really ticked him off." Now I believe it were also my statements about his non-conforming garage door and his mistreatment of his 3 dogs that irritated him. **So obviously I did not get a fair hearing.**

Since receiving the initial letter dated 4/10/02 from Euclid and the Board of Directors, I have received several more letters claiming that my property is in violation of CC&R's, Article VIII, and for some unknown reason, each letter references different Sections of that article: § 8.07 Fences, § 8.13 Exterior

Alterations and § 8.16 Upkeep of Lot. Violating § 8.07 Fences? The letters claim that I have a screen door that needs to be replaced. Violating § 8.13 Exterior Alterations? I added, not altered, a security door. Violating § 8.16 Upkeep of Lot? My condo went from the escrow appraisal of \$66,500 in 7/2001 to the refinancing appraisal of \$85,000 in 10/2002. So after my improvements including that new, security door, the appraisal jumped \$18,5000 in only 15 months. **Why the confusion over which section of Article VIII I allegedly violated?**

Other letters have stated that Adam Verska is the approved vendor for the one approved security door. I doubt Article VIII even mentions security doors much less restricts the purchase and installation to just one approved vendor for the one approved security door. In my 6 page letter dated 7/20/02 with the subject line of "CC 1354 CC&R's enforceable unless unreasonable," I discussed Verska's lack of qualifications to be selected as the approved vendor. Apparently he is not even a vendor, but only a manual laborer that picks up work around the condo. Saw a note on the garage doorjamb of my neighbor's at Unit #68 giving his name and phone number. It was written on a sheet of paper from Labor Ready, a temporary agency that hires unskilled day laborers and pays them daily.

On 7/8/02 I mailed a letter to the approved vendor requesting information about what are his total charges etc. for the security door, **but he did not even reply.**

So go ahead, initiate a lawsuit against me, I will win. You have already prejudiced a judge against your case by your actions. For example, in Kathy Johnston's letter dated 8/1/02 she continues to demand \$40 for the Governing Documents, even after my repeatedly pointing out to Euclid and the Board of Directors that § 1368 states in part "The association may charge a fee for this service, which shall not exceed the association's reasonable cost to prepare and reproduce the requested items." (And also calling attention to the fact that the same § 1368 provides for a civil penalty for violating the section). From the portion of the Governing Documents that I have in my possession and those pages that I have seen on file at the San Bernardino County Hall of Records, it appears that Euclid is charging about \$1 per page for the Governing Documents. Considerably more then the allowed "association's reasonable cost to prepare and reproduce the requested items." After my repeatedly pointing out you are in violation of § 1368, you can't tell the judge you were ignorant of the requirements of the law.

It is amusing to me that Euclid and the Board of Directors **shows contempt** for the California court system by illegally overcharging for the Governing Documents, but then at the same time, threatens to initiate a lawsuit to misuse this same California court system to enforce their misinterpretation of the Governing Documents.

Sincerely Yours,

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