



4. Plaintiff is informed and believes and therefore alleges that LAKESIDE VILLAGE HOMEOWNERS ASSOCIATION was, at all times mentioned herein, and now is, an unincorporated association with its principal place of business at 15000 Summertime Lane, Culver City, California 90230. Plaintiff is informed and believes and therefore alleges that the alleged officers of the LAKESIDE VILLAGE HOMEOWNERS ASSOCIATION have, at all times mentioned herein, acted without authority, and are not part of any existing or authorized organization governing Lakeside Village, have imposed fines and assessments and made determinations without authority therefore, and each of said things.

5. Plaintiff is informed and believes and therefore alleges that at all times mentioned herein BRADLEY L. BROWN and, DEBBIE GRAVES were, respectively, the agents, servants, and, employees of the unauthorized LAKESIDE VILLAGE HOMEOWNERS ASSOCIATION and in that connection acted, at all times, as the agents of such unauthorized association. Plaintiff is informed and believes and therefore alleges that the actions of BRADLEY L. BROWN and DEBBIE GRAVES were, at all times, both the individual actions and actions on behalf of the unauthorized LAKESIDE VILLAGE HOMEOWNERS ASSOCIATION, and each of said things.

6. Plaintiff is informed and believes and therefore alleges that CHARLES YOUNGLOVE, GLORIA SHWARTZ, ROBERT LEBER, ED HARPER, MOSS BENMOSCHE, BARBARA HORN and JERRI SPEED were, at the times mentioned herein, the officers, directors, and representatives of the unauthorized LA KESIDE VILLAGE HOMEOWNERS ASSOCIATION and VILLAGE CONDOMINIUM ASSOCIATION, INC., and each of said things.

7. The acts, matters, and happenings mentioned herein occurred within the County of Los Angeles, State of California and more specifically at the Lakeside Village Condominiums , 15000 Summertime Lane, Culver City, California 90230. Venue in this action lies in the County of Los Angeles, State of California, and more specifically in the Superior Court of the State of California, for the County of Los Angeles, West District.

8. Plaintiff does not know the true names or capacities, whether individual corporate, associate, or otherwise, of the defendants named herein as DOES 1 through 10, inclusive, and therefore sues said defendants by such fictitious names. Plaintiff will amend this pleading with apt and proper charging allegations when the names of said defendants are ascertained. Plaintiff is informed and believes and therefore alleges that each of said defendants was, in some manner, responsible for the acts, matters, and circumstances which occurred herein.

9. At all times mentioned herein defendants, and each of them, were the agents, servants and employees of each of the other defendants named herein and in doing the matters set forth herein were acting within the course and scope of said agency and employment.

10. Plaintiff was, at all times mentioned herein, the owner of the condominium unit commonly known as 7101 Summertime Lane, Culver City, California 90230, as hereinbefore identified pursuant to that deed granting her the exclusive occupancy of said unit and the ownership of said unit in fee simple.

11. Attached hereto and incorporated herein as Exhibit "B" is a document entitled, "Index for Declaration of Establishment of Covenants, Conditions and Restrictions, Lakeside Village Condominiums" and a "Declaration of Establishment of Covenants, Conditions and Restrictions, Lakeside Village Condominiums" which instrument was recorded as Instrument No. 78-398621 on April 17, 1978, in the office of the Court Recorder of Los Angeles County. A copy of said Covenants, Conditions and Restrictions (hereinafter CC&R's) is attached hereto. Pursuant to Article II, Section 3, each condominium consists of a fee simple interest in a particular unit together with undivided interest as a tenant in common in the common area as set forth on Exhibit "C" thereto and made a part thereof.

2. Article VII of said CC&R's entitled "Use Restrictions" specifically Section 11 thereof, provides as follows:

Pets. No animals (which shall mean dogs and cats) livestock, reptiles or poultry shall be kept in any unit except that usual and ordinary domestic fish and birds (and inside bird cages) may be kept as household pets within any unit; provided, (a) They are not kept, bred, or raised for commercial purposes or in unreasonable numbers; and, (b) Prior written approval of the board is first obtained. As used herein "unreasonable numbers" shall be determined by the board, but in no event shall such terms be construed so as to permit the maintenance any owner of more than two (2) pets per unit. The association shall have the right to prohibit maintenance of any pet which constitutes, in the opinion of the board, a nuisance to any other owner. Notwithstanding the foregoing nothing herein contained shall be construed in such a manner as to permit the maintenance of any animal contrary to any ordinance to the City of Culver City.

13. Plaintiff was not provided, prior to the close of her escrow and the deeding of title to her, with a copy of the CC&R's, and was not aware of said provision. Plaintiff, at the time she moved into the premises, moved in with three cats all of whom remained, at all times, within the confines of the condominium unit to which she is entitled fee simple ownership, which have never been released in any common area including halls, gardens, walkways, or the like and which are her loving pets to which she is dedicated. Said cats are noiseless, create no nuisance, have not destroyed any portion of plaintiff's condominium unit, or the common area, and are plaintiff's sole companions within said unit

14. Beginning in or around July 1988 defendants, and each of them, in violation of the California Constitution, Article 11 Section I, which provides that all persons have a right to pursue and attain privacy, have peered into, and entered plaintiff's unit, without any compelling interest to do so and in violation of said California State Constitution and more particularly, Park Redlands Covenant Control Committee v. Simons (1986) 181 Cal. App. 3d 87, 226 Cal.Rptr. 199 and City of Santa Barbara v. Adamson (1980) 27 Cal.3d 123, 164 Cal.Rptr. 539, and entered upon a program of harassment of plaintiff in assessing increasingly onerous penalties against plaintiff, in violation of the CC&R's beginning with the sum of Twenty-Five Dollars (\$25.00) per month, and increasing to One Hundred Dollars (\$100.00) per month, Three hundred Dollars (\$300.00) per month, Four Hundred Dollars (\$400.00) per month, and Five Hundred Dollars (\$500.00) per month to penalize plaintiff for her maintaining her beloved quiet and clean cats which are always kept within the confines her condominium unit.

14. The actions of defendants, and each of them, have, and continue to be, in violation of California Law, invade the privacy of plaintiff, the right of plaintiff to do what she pleases within the confines of her own exclusive condominium unit, and each of said things. By reason of said facts, each and all, plaintiff has been damaged in her health, strength, and activity, in a sum in accordance with proof at the time trial but believed to be in excess of One Hundred Thousand Dollars (\$100,000.00).

15. The actions of defendants, and each of them, has been done maliciously, intentionally, and are despicable, and each of said things. Punitive damages should be awarded by this Court, against each said defendant, each and all, for the tortuous and wrongful actions of defendants in the additional sum of Two Million Dollars (\$2,000,000.00) per defendant.

## SECOND CAUSE OF ACTION

(For Declaratory Relief)

16. Plaintiff incorporates by reference each and every allegation contained in paragraph 1 through 15 of the First Cause of Action as though fully repeated hereat at length.

17. Defendants, and each of them, desire to penalize plaintiff, to impose liens upon her home in violation of the CC&R's, to assess plaintiff severe damages, to obtain injunctive relief against plaintiff, and each of said things, in connection with plaintiff's maintenance of cats within her unit in Lakeside Village.

18. Plaintiff contends that Article VII Section II, hereinbefore quoted, is overly broad, and, as it applies to plaintiff violates the California Constitution, Article I, Section I, insuring a legal and enforceable right of privacy for every Californian and, additionally, is violative of Park Redlands Covenant Control Committee v. Simons (1986) 181 Cal. App. 3d 87, 226 Cal.Rptr. 199 and City of Santa Barbara v. Adamson (1980) 27 Cal.3d 123, 164 Cal.Rptr. 539, the enforcement of said Article VII Section 11 of the CC&R'S is unconstitutional, the requisite state action being obtained from the filing of actions against plaintiff herein in Small Claims Court, and assessing ever increasing fines and penalties against plaintiff to be enforced through legal proceedings, and each of said things. Plaintiff contends that said Article VII Section 11 is unconstitutional, is violative of both the California and United States Constitution, and should be so declared by this Court. In addition plaintiff contends that said section is "unreasonable" as the same is deferred by section 1354 of the Civil Code and an exclusive separate interest as defined in Civil Code Section 1351(F); That plaintiff has a right to maintain her cats in that they do not impair others as implied by Civil Code Section 1360.

19. Defendants contend that said Article VII Section 11 is constitutional and enforceable and that the other cited provisions are inapplicable.

20. There is an actual controversy between plaintiff and defendants herein as to their legal rights, duties, and interests concerning the provision in question, and whether the same has been waived is barred by laches, and concerning the right of plaintiff in the property in question and the right to enforce her right of privacy in the premises, and each of said things.

21. By reason of said actions of the defendants, and each of them, plaintiff, additionally has been damaged, in accordance with proof at the time of trial herein.

### THIRD CAUSE OF ACTION

(Intentional Infliction of Emotional Distress)

22. Plaintiff incorporates by reference each and every allegation of paragraphs 1 through 15 of the First Cause of Action and paragraphs 16 through 21 of the Second Cause of Action as though fully repeated hereat at length.

23. Defendants, and each of them, beginning in July 1988 and continuing until the present date have engaged in a continuous course of conduct and a campaign of aggression against plaintiff, hereby said defendants,

and each of them, have inflicted ever increasing and unauthorized assessments against plaintiff as a penalty for keeping her three beloved cats in her own private condominium unit. Said cats have never left said condominium unit, (with the exception of going the veterinarian) are kept clean at all times constitute no nuisance, have not been complained about by any close neighbors of plaintiff, and said actions of defendants, and each of them, were designed, and calculated to inflict emotional damage upon plaintiff, to inflict emotional distress upon plaintiff, to force plaintiff to sell her unit at unreasonable prices or alternatively to force plaintiff to remove her cats, her loving pets, from the premises, all contrary to the provisions of the CC&R'S, and each of said things.

24. The actions of defendants, and each of them, have caused plaintiff damages including emotional distress, and forced plaintiff to seek medical attention all to Plaintiff's damages in accordance with proof at the time of trial herein but in excess of Two Hundred Thousand Dollars (\$200,000.00).

25. The actions of defendants, and each of them, were, and are, intentional, malicious, actuated by real and actual malice, despicable, unauthorized, for their own personal private purposes, and each of said things, and punitive damages should be assessed against each of said defendants in the further sum of Five Million Dollars (\$5,000,000.00).

#### FOURTH CAUSE OF ACTION

(Negligent Infliction of Emotional Distress)

26. Plaintiff incorporates by reference each and every allegation of paragraphs 1 through 15 of the First Cause of Action and paragraphs 16 through 21 of the Second Cause of Action as though fully repeated hereat at length.

27. In or around July 1988, and continuing each month thereafter, defendants, and each of them, began assessing punitive penalties against plaintiff beginning with Twenty-Five dollars (\$25.00) in the first month and thereafter raised to One hundred Dollars (\$100.00) per month, Two Hundred Dollars (\$200.00) per month, Three Hundred Dollars (\$300.00) per month, Four Hundred Dollars (\$400.00) per month, and, as of the time of this pleading, Five Hundred Dollars (\$500.00) per month. Defendants, and each of them, knew, or should have known, of plaintiff's emotional excitability, the susceptibility of plaintiff to be easily upset, the susceptibility of plaintiff to obsess about the unfair and unprovoked actions of defendants, and each of them, and each of said things. Plaintiff was: entitled to live, in her unit, undisturbed, unharrassed, and unprovoked.

29. The actions of defendants, and each of them, were negligent and violated plaintiff's rights, as aforesaid.

30. As a proximate result of the negligence and carelessness of defendants, and each of them, plaintiff suffered profound shock to her nervous system, resulting in physical injuries, for which she has sought the help of physicians, psychologist, all to her damage in a sum in accordance with proof at the time of trial which is estimated to be in excess of the sum of Two Hundred Thousand Dollars (\$200,000.00).

31. As a further proximate result of the continuing negligence and carelessness of defendants, and each of them, plaintiff has incurred, and will continue to incur, medical expenses and costs of drugs and supplies, and each of said things. The exact amount of these expenses has not as yet been ascertained but plaintiff will ask leave of this Court to amend her Complaint to insert the correct amount of such medical expenses when the same have been ascertained.

#### FIFTH CAUSE OF ACTION

(To Invalidate Penal Assessments Levied In Excess of Authority and for Damages)

32. Plaintiff incorporates by reference each and every allegation of paragraphs 1 through 31 of the First, Second, Third, and Fourth Causes of Action as though fully repeated hereat at length.

33. Pursuant to Article VI Section 1 of the CC&R's each of the parties which is in property in La keside Village is deemed to covenant to and agreed to pay the association (1) regular monthly assessments or charges (2) special assessments for capital improvements and (3) emergency assessments. No other assessments are provided in said CC&R'S.

34. Article VI Section 13 of the CC&R'S provide that the purpose of the assessments levied by the association shall be exclusively for the purpose of promoting the recreation, health, safety and welfare of its members, their guests and invitees and in particular shall be used for the purpose of improving, protecting, operating and maintaining the common area and facilities, improvements, landscaping and structures thereon and, providing for the acquisition of maintenance of a common area and, units otherwise providing for the performance by the board of each and every one of the powers and duties of said board.

35. The defendants, and each of them, without any authority therefore, and as a punishment to various persons in the condominium units, including plaintiff have assessed "pet assessments" of Twenty-Five Dollars (\$25.00) for the first month, of One Hundred Dollars (\$100.00) for the second month, Two Hundred Dollars

(\$200.00) for the third month, Three Hundred Dollars, (\$300.00) for the fourth month, Four Hundred Dollars (\$400.00) for the fifth month, and Five Hundred Dollars (\$500.00) for each subsequent month. Said punitive assessments are not provided for in said CC&R's, but are purely a product of the evil minds of defendants herein, for attempting through the imposition of said punitive assessments, to reduce the regular maintenance assessments and capital expenditures assessments, for themselves, as non pet owners and offset other expenses by expending a pool of money, all for the benefit of the non pet owning defendants, and each of them.

36. The actions of said defendants, and each of them, were, and are, tortuous, consist of conversion of plaintiff's funds, and without authority in the CC&R's, are for the benefit of defendants alone, and other non pet owning owners, and each of said things. A substantial portion of the homeowners at the Lakeside Village Condominiums own and possess pets and are being imposed with similar fines and penalties, being punished, and each of said things, in order to defray expenses, and to maintain the costs and assessments of the non owning pet owners to a minimum.

37. The actions of defendants, and each of them, was, and is, fraudulent, despicable, without authorization and the actions the individual defendants alone and not the actions on behalf of the Homeowners Association or the Condominium Owners Association. By reason of said facts, each and all, said defendants and each of them, are individually liable in a sum in accordance with proof at the time of trial herein, but believed to be in excess of One Hundred Thousand Dollars (\$100,000.00) and in addition punitive damages, individually, in the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) per individual defendant.

#### SIXTH CAUSE OF ACTION

(For Injunctive Relief)

38. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1 through 37 of the First, Second, Third, Fourth and Fifth Causes of Action as though fully repeated hereat at length.

39. Defendants, and each of them threaten, pursuant to Article VI to impose a lien upon plaintiff's property for failure to pay said punitive and nonauthorized pet assessments which actions each and all, could cause plaintiff to lose her said property and each of said things. The pet assessments total the sum of Six Thousand Dollars (\$6,000.00) per year (when the regular assessments at the present time are One Hundred Eighty Four Dollars per month).



40. Plaintiff has no remedy at law in that damages are difficult to ascertain, plaintiff is in jeopardy of losing her home and property, and each of said things, by reason said unauthorized and illegal assessments.

41. By reason of said facts, each and all, this Court should issue its temporary restraining order, preliminary injunction, and permanent injunction, enjoining and restraining defendants, and each of them, from imposing said assessments and further from enforcing the same as aforesaid.

WHEREFORE plaintiff prays judgment against defendants, and each of them as follows:

1. Under the first cause of action for damages in accordance with proof but believed to be in excess of \$100,000.00 and punitive damages in the sum of \$2,000,000.00 per defendant;

2. Under the second cause of action for declaration of the rights of the parties declaring that Article VII Section 11 of the CC&R's is invalid, unenforceable, and each of said things, and damages in accordance with proof at the time of trial;

3. Under the third cause of action for damages in accordance with proof at the time of trial but believed to be in excess of \$200,000.00 and punitive damages in the further sum of \$5,000,000.00 per individual defendant;

4. Under the fourth cause of action for damages in accordance with proof at the time of trial but estimated to be in excess of \$200,000.00

5. Under the fifth cause of action for damages in accordance with proof at the time of trial but believed to be in excess of \$100,000.00 and punitive damages in the sum of \$250,000.00 per individual defendant;

6. Under the sixth cause of action that this Court issue its temporary restraining order, preliminary injunction, and permanent injunction, enjoining and restraining defendants, and each of them, from imposing said assessments relating to the prohibition against having cats within said condominium unit and from further enforcing the same as aforesaid;

7. For costs of suit herein;

8. For attorneys fees in the premises; and,

9. For such other and further relief as this Court may deem just and proper in the premises.

DATED: January 30, 1990.

LAW OFFICES OF JOEL F. TAMRAZ