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Bradley J. Epstein  
Grime Law LLP  
Sacramento  
Manteca  
Fresno  
Los Angeles

Dear Mr. Epstein,

You say you represent the Edgewood Homeowners Association. I am an Edgewood homeowner, so let's be clear, you do not represent me, but are outlining actions you will take against me by the Board of Directors? And why? Because my son, who is a resident, not a homeowner, is exercising his First Amendment rights to express himself about apparent misdeeds and possible abuse of authority by the Association Board.

Now that that is clarified, I received your "Cease and Desist" warning which you sent by certified mail. It was signed for by a post office employee in our absence, and it sat in the post office awaiting my return while we were away on safari. This is important because I had no knowledge of the complaint until I returned on the 21<sup>st</sup> day after you sent the letter, which happened to be your deadline for me to resolve the "HOA complaint". It is my nature to seek amiable resolution to conflicts, so I immediately called you to advise that I would look into it and we would look to take measures, if appropriate, but it would take a few days. You said you would "call the association" and would get back to me. Since I didn't receive a call back, I decided to write you this letter.

Interestingly, I now see that you included no return address. So, I am sending this response to all the Grime Law Offices to ensure that you receive it. Providing no address, by the way, is a perfect illustration of what is driving this First Amendment complaint against my son. One-way communication by the "Association". That said, I have a few questions before I can assure "the Association" that my son will take steps to resolve their problem to their satisfaction.

1. Who authorized the expenditure of Association funds for this "Cease and Desist"? Authority for this was not expressed. Was it by Board action? Or was it by communication from a single person on the Board? Since there was a threat to impose several measures of discipline, including: "...then we will file the judgement against you and your real estate in all counties where you own real estate"\*\*, there must have been a Board action and vote of record to authorize such action. If such a record exists, please send it to me. Only then will I know exactly what the Board's specific concerns are so that my son may be able to respond appropriately.

\*\*But not my son's possible real estate interests, apparently. Interesting.

I note that you have sent copies of the "Cease and Desist" to the Board of Directors. I have heard that board members generally were not involved in approving the decision to generate the "Cease and Desist" order, but only found out after the fact—after being informed by you. Have I been misinformed? If indeed the regular board members only received copies after the fact, then this serves as yet another illustration of what is driving this First Amendment complaint against my son—one-way communication.

Also, if the expenditure of funds to pay your law firm was not duly authorized by the Board—who carry a fiduciary responsibility to all the members—then, on behalf of all member homeowners, I urge you to send your bill straight to the person who directed you to take this "action", to give him/her the opportunity to explain to the full Board their reasons for such an urgent authorization for the expenditure, or provide that person the honor to stand up and pay for their action from their own pocket.

2. My son does indeed own the domain name: "EdgewoodHOA". I do not see where he misrepresented himself. Perhaps I missed something, but I do see that he has taken care to forthrightly include clear disclaimers.

The Edgewood Homeowners Association never sought the domain name, so they don't own it. If they would like to buy it, however, that will probably make their complaint moot. My son may be willing to sell it to the Association. Make him a reasonable offer.

By the way, I googled "EdgewoodHOA" and see that there are many such websites and references listed from across the country. It's interesting to note when thinking about the issues you expressed with reference to domain ownership. If you haven't already done so, you may want to check it out.

3. You were quite clear that my son's ownership of the website and email address is in violation of the Association's CC&Rs at (sic) Article VIII, section 5. Well, I'm sorry, but it is not at all clear to me. I simply don't get the nexus to his exercise of his First Amendment rights. Please describe further, preferably with case law from your resources, clear demonstrations how and under what circumstances my son's exercising his First Amendment rights is a prohibited "noxious activity". Is it his speaking to neighbors about common resident issues? Is it his writing about such issues (Thomas Paine comes to mind)? Is it his meeting with other people to discuss common property related issues? Is it his encouragement to others to express their opinions to the Board?

My observation after careful reading of "Section 5", with its clear examples and descriptions, is that its intent is to provide a means to control noxious noises or offensive activities emanating from a homeowner's lot, or to or from a common area. All the examples describe physical or specific actions like noise, barking dogs, etc. What am I missing? I don't wish to sound repetitive, but I don't see the connection to one's exercising First Amendment rights. Has he talked openly to neighbors about issues concerning residency and operations of the HOA Board? Yes; Has he held open discussions, including generating an on-line forum for people to address and respond to community issues (which is why he uses the term "community" specifically)? Yes, he

has; Has he spread truths and sought peaceful resolution to issues? Yes, again. As a resident, has he encouraged people to speak out on their own behalf? Absolutely. Well, I'm sorry, but none of this suggests to me that the Association has a legitimate, legal or moral authority or even an ethical leg to stand on in trying to deny him his lawful rights. If I am wrong about that in any way, I implore you to describe specifically. I want to fix it. Please, I'm listening.

Those are my questions. I will repeat that **it is my nature to find amiable solutions**. Blindsided by this "Cease and Desist" order is a direct challenge to my mantra, but I am absolutely willing to overlook the nature of this blunt, threatening message to achieve resolution of issues. And I can virtually guarantee the "Association" Board that if they really want resolution, they can have it. It really is up to them.

Thank you for your attention to these matters. I await your response to my questions.

Please respond **only by mail** to:

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Very truly yours,



Stephen Hill  
Teacher