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November 14, 2022

To All Owners:

Re: *The Retreat at Desert Willow Homeowners Association*
Our File No.: 6231.2

Dear Owner:

As you know, our firm is pursuing construction defect claims against the developer/builder of your condominium units and the surrounding subject property and common areas. We are making every effort to fully investigate the subject property and ultimately recover funds from the developer/builder defendants to make necessary repairs. During our investigation, we have discovered certain defects that arguably may be considered your "separate property" interest, which the Association may not have the ability or standing to pursue in court. In California, the Association only has legal standing to pursue those claims that are considered to be within the "common area" that the Association is responsible to maintain and repair and/or those areas that are "integrally related" to such common areas.

To resolve the legal standing issue regarding any "separate property" defects and potential argument from the defense, you, as the separate property owner, may grant the Association an "assignment of rights" that would allow the Association to pursue those "separate property" defects on your behalf. Therefore, we have enclosed with this letter an Assignment of Rights, which will allow the Association, through its Board of Directors and attorneys, to pursue defect issues that may exist in your Unit, and subject to the applicable California statute of limitations, regarding the following systems: (1) Windows and doors (water leaks); (2) Balcony; (3) Patios; (4) Drainage system; (5) Shower tiles and underlayment; water proofing; (6) Utilities that exclusively serve the Unit; (7) Unit HVAC (improper operation/design); (8) Drywall on non-bearing walls (this relates to damage caused by water leaks); and (9) Inter-unit noise/sound transmission issues.

The Association and its Board of Directors cannot guarantee that it will recover any funds relative to these issues or that repairs will be implemented. However, to the extent that you have already repaired these issues and provided that documentation to the Association, the Board may be able to reimburse you for reasonable expenses provided those funds are recovered. And, if the items have not been repaired in your unit and the Association receives funds, it would provide the Association with funds to make any necessary and reasonable repairs. However, the Association would have to prioritize the repairs based on the funds received and exercise its best judgment in doing so.

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Please note that this Assignment does not change your future rights and responsibilities relative to the assigned components as they still remain yours to maintain and repair in the future.

Finally, if you choose not to assign the defect issues to the Association, you should be aware that there are multiple statute of limitations that apply to defect items, so you should consult with your independent legal counsel to ensure that your claims do not become time barred.

If you have any questions or concerns regarding this Assignment, please contact Julie Schwartz at 619-251-7735 or via email schwa_ja@yahoo.com.

Very truly yours,

GREEN BRYANT & FRENCH, LLP



Elizabeth A. French, Esq.

EAF:dcc
Enclosure
cc: Board of Directors

ASSIGNMENT OF RIGHTS

RECITALS

1. This assignment is made by _____ (hereinafter referred to as “Assignor”) and The Retreat at Desert Willow Homeowners Association (hereinafter referred to as “Assignee” or “The Retreat”) in relation to certain rights possessed by Assignor with respect to Assignor’s “Residential Unit” and “Unit” as defined by the CC&Rs (Doc. No. 2017-0179180) for The Retreat development.
2. Assignor is the legal owner(s) of record of Unit _____ at The Retreat Project.
3. The Retreat is the entity created by the Declarant to manage and operate the Project on behalf of the owners pursuant to the Governing Documents for the Association. Generally, the Association has the duty to maintain, repair and replace the Common Area components as well as any other Project components assigned to it pursuant to the CC&Rs.
4. There are construction and design defect issues at the subject Unit that encompass Assignor’s ownership interest in the Unit, which Assignor has the duty to maintain and repair.
5. Assignor has the legal standing under the CC&Rs and Civil Code to pursue the construction and design defect issues that pertain to the subject Unit. However, Assignor desires to transfer some of these specific defect issues to Assignee, so that Assignee may have the necessary legal standing and pursue them on Assignor’s behalf.

ASSIGNMENT

6. In exchange for an agreement by the Association to investigate, pursue legal action and repair (if sufficient funds are received from the responsible parties) the following specific agreed upon defect issues in Assignor’s Unit. Assignor assigns to Assignee all right, title, legal standing, claims and causes of action for all possible defect issues concerning the following Unit components: (1) Windows and doors (water leaks); (2) Balcony; (3) Patios; (4) Drainage system; (5) Shower tiles and underlayment; water proofing; (6) Utilities that exclusively serve the Unit; (7) Unit HVAC (improper operation/design); and (8) Drywall on non-bearing walls (this relates to damage caused by water leaks) at the subject Unit; and (9) Inter-unit noise/sound transmission issues, all of which are conditioned upon and subject to, the applicable statutes of limitations in California, which may or may not have expired as of the date of execution of this assignment. These assigned rights include all right, title, legal standing, claims, interest or causes of action for damages, *Stearman* costs, attorneys fees and litigation costs relating to the listed issues only. This assignment does not include other Unit components not listed above, nor any claim(s) for personal injury relating to these items.

7. This Assignment does not change Assignor's ownership interest concerning the Unit, nor Assignor's future maintenance and repair obligations under the CC&Rs.

Executed this ____ day of _____, 2022

THE RETREAT AT DESERT WILLOW
HOMEOWNERS ASSOCIATION

By: _____

Its: _____

Print Name

Dated:_____

Signature