Statement of Decision

Judge Upinder S. Kalra, Department 51

HEARING DATE: August 28, 2025

CASE NAME: Reed L. Harman, et al. v. Stanley Francis Cho, et al.

CASE NO.: 22STCV10576

Pursuant to CCP § 632 and Rule of Court, rule 3.1590, this Court issues the following Statement of Decision following ruling on objections received within 15 days of service of the Tentative Proposed Statement of Decision.

BACKGROUND OF PROCEEDINGS:

On March 28, 2022, Plaintiffs Reed L. Harman, and Nan M. Harman, individually and as Trustees of the Visalia Trust (Plaintiffs) filed a Complaint against Defendants Stanley Francis Chao and Steve Francis Chao (Defendants). The Complaint had three causes of action: (1) declaratory relief; (2) nuisance; and (3) negligence.

On November 8, 2022, Defendant Stanley Francis Chao filed an Answer.

On December 15, 2022, Plaintiffs filed a Request for Dismissal as to Defendant Steve Francis Chao only.

On March 6, 2023, Plaintiffs filed a Complaint against Defendant Steve Francis Chao only, bearing Case No. 23STCV04882 for: (1) declaratory relief, (2) nuisance, and (3) negligence.

On March 22, 2023, Plaintiffs filed a Notice of Related Case.

On April 5, 2023, the subsequent case was transferred to Dept. 51 and the first case was deemed the lead case.

On April 18, 2023, Cross-Complainants Stanley Francis Chao, Steven Francis Chao, and Herair Garboushian filed a Cross-Complaint against Cross-Defendants Reed L. Harman and Nan M. Harman, individually, and as Trustees of the Visalia Trust.

On May 4, 2023, Defendant Steven Francis Chao filed an Answer to the Complaint in the second action.

On July 26, 2023, Cross-Complainants sought leave to file a First Amended Cross-Complaint, which the court granted.

On August 23, 2023, Cross-Complainants filed a First Amended Cross-Complaint (FACC) with four causes of action for: (1) Trespass; (2) Invasion of Privacy; (3) Nuisance; and (4) Declaratory Relief; and, (5) Injunctive Relief.

On December 4 and 5, the court heard testimony and received evidence on the first phase of a bifurcated court trial which addressed the Declaratory Relief claims.

On December 17, 2024, Defendants filed a closing brief.

On December 23, 2024, Plaintiff filed a reply to Defendants' closing brief.

On January 10, 2025, the court issued a Proposed Tentative Statement of Decision as to Phase 1.

On January 27, 2025, Defendants filed Objections to the Proposed Tentative Statement of Decision as to Phase 1.

On January 29, 2025, the court commenced Phase 2 of the trial. The court granted leave for Plaintiff to file a Reply to Defendants' Objections to the Proposed Tentative Statement of Decision as to Phase 1 no later than February 28, 2025.

On March 26, 2025, Phase 2 of the trial was continued until April 22, 2025, since the parties were unable to secure a court reporter.

On April 22, 2025, Phase 2 of the trial commenced.

On June 9, 2025, Defendants rested in Phase 2.

On August 2, 2025, the court conducted a site visit that was transcribed by a court reporter.

On August 21, 2025, the court heard additional evidence and a portion of the closing argument.

On August 28, 2025, the court heard additional evidence and the closing arguments concluded. Thereafter, the court took the matter under submission.

On November 24, 2025, the court issued a Proposed Tentative Statement of Decision.

On December 1, 2025, both Plaintiffs and Defendants filed Objections.[1] The court overrules each of the objections.

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[1] "Under Code of Civil Procedure section 632 the trial court is required to issue a statement of decision on request of any party 'explaining the factual and legal basis for its decision *as to each of the principal controverted issues at trial*.' (Italics added.) However, it is for the trial court to determine what are the 'principal controverted issues'—those on which the outcome of the case turns." (*Vukovich v. Radulovich* (1991) 235 Cal. App. 3d 281, 295.) This court has determined what the principal controverted issues are in the Tentative Proposed Statement of Decision. Moreover, the court has adequately explained the factual and legal basis for the decision and has made all findings sufficient to resolve the principal controverted issues. Nonetheless, the court will, as appropriate respond to the objections.

The court has now read and considered all the evidence, argument, and objections and rules as follows:

I. BACKGROUND

This dispute concerns Plaintiffs' property at 1820 Via Visalia, Palos Verdes Estates, and Defendants' property at 1113 Via Mirabel, both subject to PVHA's Protective Restrictions. Article V, section 7 authorizes the Association to cut back trees and plantings "to maintain the view and protect adjoining property" and vests the Association with authority over trimming, removal, and care of trees in front of or adjoining lots (Trial Ex. 1, pp. 36–37).[2]

In 2021, PVHA adopted Resolution No. 191, which defines "Main Viewing Area," "Scenic Views," "Significant View Obstruction," and sets forth criteria for evaluating claimed obstructions. The Resolution explains that significant view obstructions can occur across distance, not just between immediately adjoining parcels (Trial Ex. 2, p. 2 ¶ 1.B).

II. PHASE 1 OF TRIAL: PVHA'S INTERPRETATION AND AUTHORITY

In Phase 1 of the trial, the court was asked to address two issues:

(1) Does the view maintenance authority found in Article V, Section 7 of the Protective Restrictions extend to all Association properties, or to just adjoining properties; and,
(2) Are the Chaos obligated to cut their trees to maintain the neighbor's views free from obstruction after accepting the benefits of the 2016 Conditional Landscape Approval?

In 2021, the PVHA adopted Resolution 191, which expressed the Association's interpretation of Section 7. In relevant part, the Association interpreted the phrase " ... *is warranted to maintain the view and protect adjoining property,* ... " to mean that its view maintenance authority extended to maintaining the view of all properties and not just to the view of adjoining properties. The court reviewed the basis of the PVHA's interpretation, which stated, in relevant part, "significant view obstructions may occur whether properties are adjoining or are separated by some distance;" and thereby interpreted Section 7 to mean that "properties need not be

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[2]Article V, Section 7 of the CC&Rs expressly provides that:

> "No tree over twenty feet in height above the ground shall be trimmed, cut back, removed or killed except with the approval of the Homes Association, and representatives of the Homes Association and/or of the Art Jury shall have the right at any time to enter on or upon any property for the purpose of cutting back trees or other plantings which may grow up to a greater height than in the opinion of the Homes Association is warranted to maintain the view and protect ***adjoining property***. The Homes Association shall have sole authority and right to trim, remove, replace, plant or re-plant or otherwise care for the trees, shrubs and plantings in the sidewalk or other spaces in front of lots or ***adjoining them***, subject to any county or other officials having superior jurisdiction."

adjoining" for the view *maintenance* provisions of Article V, Section 7 to apply. (Ex. 2, p.2, ¶ 1B.)

Reviewing the CC&Rs under settled principles[3] and giving appropriate deference to association decisions taken in good faith and within delegated authority, the court concluded that Resolution 191 was a reasonable, good-faith interpretation of Article V, section 7 by the PVHA and not an amendment of the CC&Rs. The court found persuasive that PVHA's conclusion was based on experience, that "significant view obstructions may occur whether properties are adjoining or separated by some distance," and therefore, their finding that view-maintenance is not confined to immediately adjoining parcels to be reasonable. (Ex. 2 at 2 ¶1.B.) Further, the evidence showed longstanding PVHA practice of processing view claims between both adjoining and non-adjoining parcels, predating Resolution 191. In sum, the court found that Resolution 191 reflected a reasonable construction of Article V, section 7. As such, the court ruled that Plaintiffs met their burden by a preponderance of the evidence and upheld Resolution 191 as a rational, good-faith articulation of PVHA's view-protection mandate and was not an amendment to the CC&Rs.

The court now reaffirms that prior finding. To be clear, based upon the full record, the court finds Resolution 191 to be a good-faith, reasonable interpretation of Article V, section 7—not an amendment—and upholds it accordingly.[4]

III. Phase 2 — Main Viewing Areas and Significant Obstruction

A. Main Viewing Areas

Resolution 191 defines the "Main Viewing Area"[5] as the primary living area (including an abutting deck/patio at approximately the same elevation), excluding utilitarian spaces (Ex. 2 at p. 3, ¶ 2.) Plaintiffs credibly established that their primary living areas—and thus the Main Viewing Areas under Resolution 191—are the ground-floor dining, family, and living rooms and the abutting patio. Both Reed and Nan Harman explained the home was designed and used to

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[3] *Nahrstedt v. Lakeside Village Condominium Assn.* (1994) 8 Cal.4th 361, 380–381; *Lamden v. La Jolla Shores Condominium Homeowners Assn.* (1999) 21 Cal.4th 249, 257.

[4] On January 27, 2025, Defendants filed objections to the Proposed Statement of Decision in Phase 1. The court overrules Defendants' January 27, 2025 objections. On December 4, 2025, Defendant repeated this objection (Objection Number 1) to the Proposed Statement of Decision in Phase 2. The court expressly overrules that objection as well. The court finds: 1. The restrictions set forth in Resolution 191 are reasonable, not contrary to public policy and not contrary to established laws; and 2. The court applied the correct standard of review. To be clear, the court finds that the Resolution 191 is reasonable in light of the importance of maintaining views and to mitigate significant view obstructions, as were the definitions and the authority to promulgate definitions. Lastly, Resolution 191 clearly applies to structures and views post 1923. Obviously, the governing document applied prospectively. The court will address the final objection that the CC&Rs does not authorize a private cause of action in this ruling.

[5] In relevant part, Resolution 191 defines the main viewing area as: "the primary living area of the primary residential structure. If the primary living area of a principal residence is not located on the ground floor, the main viewing area means *the primary living area of the principal residence. The Main Viewing Area may be an abutting outdoor deck or patio area located at relatively the same elevation as the primary living area of a residence*. Hallways, closets, laundry rooms, mechanical rooms, bathrooms, exercise rooms and garages are not considered main viewing areas." (Ex. 2, Resolution 191, page 3, Definitions.)

maximize the north and northeast panoramas, including city lights and the San Gabriel range. The court received testimony that numerous photographs, including Exhibits 7, 9, 13, 15, and 67 accurately depicted the viewing area.[6] The photographs corroborated their testimony. In sum, the Harmans' opinion evidence that they considered these locations their primary living area and their main viewing area was unchallenged.[7] Most significantly, the court personally inspected and confirmed those vantage points and perspectives during the site visit.

Accordingly, the court concludes that the unrebutted evidence[8] overwhelmingly demonstrates that the *primary living area* is the ground floor and the following areas: the dining room, the family room, the living room, and the outside patio area abutting these rooms. As such, the court concludes that these locations are the *Main Viewing Areas* as defined by Resolution 191[9]

B. Significant Obstruction

Resolution 191 protects "Scenic Views"[10]—ocean, basin, mountains, and city lights—from "significant" obstruction which is defined as "a *substantial obscuring* of the Scenic View, diminishing its attractiveness and enjoyment by the member." (Ex. 2, Resolution 191, page 3 Definitions.) This appears to be an objective measure.

The criteria used by PVHA to determine whether a significant view obstruction exists are:

1. The extent to which the foliage obstructs a Scenic View from a Main Viewing Area.
2. The location of the obstruction within a view frame; foliage located within the center of a scenic view is more likely to be found to create significant obstruction than obstruction located on the outer edge of a Scenic View.
3. The quality of the obstructed Scenic View, including obstruction of *landmarks, vistas or other unique features.*
4. The extent to which the Scenic View has been diminished over time by factors other than tree growth, such as new additions or residences.

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[6]Defendants objected that these photographs do not depict the view from the viewing area. The court overrules the objections. The court received testimony from Plaintiffs supporting this finding. Moreover, the court personally corroborated that views depicted in these exhibits fairly and accurately depict the various views from the "Main Viewing Area." Exhibit 67 was marked during the sight visit and was a 11" by 17" blow up photograph of from the viewing area. (See minute order from August 4, 2025, transcript of August 2, 2025 sight visit at 19:9.)

[7]Defendants objected that the opinion that this area was the main viewing area called for a legal conclusion. The court limited the responses as lay opinion.

[88]Defendants have failed to undermine Plaintiffs' credibility nor have they offered alternative evidence, credible or otherwise. As such, Plaintiffs' evidence is unrebutted on this issue.

[9]The court overrules Defendant's Objection number 2. The court rejects the contention that the primary living area must be one spot. "Primary living area" reasonably means where residents spend most of their time. That is what is significant. Moreover, the court finds the view from the Main View Areas listed are substantially similar. A person located in any one of the enumerated locations would have substantially similar views in the direction of the Chao's property. The fact that at the extreme ends of the patio area there are views towards the coastline is of no significance.

[10]In relevant part, scenic views are defined in Resolution 191 as: "a view of the community and its special features such as *landscapes, ocean, coastlines, city lights, canyons, golf courses, parkland, architecture, and greenery*." (Ex. 2, Resolution 191, page 3, Definitions.)

5. The extent to which the Scenic View contributes to the value and enjoyment of the member's property." (Ex. 2, Resolution 191, page 3, ¶4.)

Applying those factors, the evidence overwhelmingly shows vegetation on Defendants' property substantially and unreasonably blocks Plaintiffs' Scenic Views from their Main Viewing Areas.

1. **Extent and Location in View Frame.** Defendants' trees occupy the center of Plaintiffs' north and northeast view frame and "wipe out" those vistas. (Exs. 9, 15, 20–31, 67.)

2. **Quality of View.** The obstructed views include the San Gabriel Mountains, Mt. Baldy, the Los Angeles basin, and evening city lights. Plaintiffs credibly described why these views contribute to the value and enjoyment of their property. The court concludes that by any objective measure, these iconic scenic views significantly contribute to the value and enjoyment of Plaintiffs and that these are the type of high-quality scenic views whose features PVHA's view-protection scheme was designed to protect. (Exs. 9, 13, 15, 67.)

3. **Other Causes.** While four public trees and several neighbor palms exist off to the far-right margins, and some other vegetation is in the foreground, the central, determinative blockages occur from trees on Defendants' lot. (Exs. 9, 15, 19, 20–31, 67.)

4. **Expert corroboration.** Multiple experts corroborated the magnitude and persistence of the obstruction. City engineer/planner Allan Rigg prepared tree mapping and canopy outlines (Exs. 19, 21-31) demonstrating obstruction of sky and city lights. Rigg also described the City's view/amenity balancing factors, further confirming the materiality of the obstruction under objective criteria. Arborist Kenneth Kelly cataloged approximately 42 trees, many pines and eucalyptus reaching heights up to ~120 ft, with continued growth of 1–2 ft/year and cycles requiring ongoing crown reduction to maintain height. (Exs. 14, 15, 19, 20.) Videographer Steve Ledford's aerials and synchronized frames confirmed the alignment between drone imagery and ground photographs (Exs. D-63, 9A–9B, 13, 17). Architect Mario Fonda-Bonardi addressed topography and geometric sightlines (about 80 feet of elevation difference, roughly 600 feet between homes), explaining how the subject canopies intrude on the critical skyline band in Plaintiffs' frames.

5. Finally, the court's site visit independently corroborated these showings.

On this record, the court finds a substantial, objectively unreasonable interference with Plaintiffs' use and enjoyment of their home—i.e., a private nuisance. (*San Diego Gas & Electric Co. v. Superior Court* (1996) 13 Cal.4th 893, 937–938 [substantial actual harm judged by a reasonable-person standard, and unreasonableness determined by weighing gravity of harm against social utility.].) Plaintiffs' testimony of daily loss of iconic views and diminished enjoyment, coupled with corroborating expert/photographic evidence and the court's own observations, establishes both "substantial" and "unreasonable" interference under the governing nuisance doctrine.

C. Additional Findings – Defendants' Affirmative Defenses[11]

1. Enforcement Authority Under Resolution 191

Defendants contend that Plaintiffs lack standing to enforce Article V, section 7 or Resolution 191 because only the PVHA or its Art Jury may compel compliance. The court rejects this defense. Resolution 191 itself expressly provides that, where informal resolution fails, "civil action may be pursued by the Complaining Party for resolution of the view obstruction dispute in a court of competent jurisdiction." (Res. 191, § 4(c), *Litigation.*) This language unambiguously authorizes a private right of enforcement. It mirrors the long-recognized principle that recorded covenants and equitable servitudes "may be enforced by any lot owner for whose benefit they were imposed." (*Nahrstedt v. Lakeside Village Condominium Assn.* (1994) 8 Cal.4th 361, 372–373; *Frances T. v. Village Green Owners Assn.* (1986) 42 Cal.3d 490, 512.)

Accordingly, the court finds that Plaintiffs possess an independent right to enforce Article V, section 7 and Resolution 191 by civil action. The assertion that only the Association or its Art Jury may act is contrary to the plain text of the Resolution and to controlling precedent.

2. Alleged Failure to Exhaust Dispute-Resolution Procedures

Defendants also argue that Plaintiffs failed to exhaust the pre-litigation procedures established in Resolution 191. The evidence demonstrates the opposite.

Resolution 191 provides a three-step "View Restoration Procedure," consisting of an *Initial Discussion* (§ 4(a)), *Mediation* (§ 4(b)), and, if those efforts fail, *Litigation* (§ 4(c)). It states that the Association "strongly encourages members to engage in pre-litigation dispute resolution," but it does not make those steps a jurisdictional prerequisite to suit. Rather, the process is voluntary—"acceptance of mediation by the Foliage Owner is voluntary"—and intended merely to foster good-faith negotiation before resorting to court.

The court heard overwhelming evidence that Plaintiffs diligently pursued those procedures. They initiated direct communications with Defendants, requested voluntary trimming, and submitted written correspondence to PVHA staff and the Art Jury over several years. Plaintiffs then participated in good-faith mediation attempts. Emails and letters (admitted Trial Exhibits 5, 6, 18, 40, 46, and 50) confirm their persistent efforts to reach an amicable resolution.
These efforts satisfy both the spirit and substance of the Resolution's voluntary dispute-resolution process. Plaintiffs were not required to engage in endless or futile mediation once Defendants made clear they would not meaningfully participate. The court therefore concludes that Plaintiffs substantially complied with, and effectively exhausted, all reasonable pre-litigation steps contemplated by Resolution 191 before filing this action.

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[11] The court is puzzled by Defendant's third Objection that the court failed to address whether there is a private right of action to enforce the CC&Rs, whether Plaintiffs exhausted the dispute resolution procedures of the HOA, and other affirmative defenses. The objections are overruled as each area was adequately addressed. Notably, much of any delay is attributable to the lengthy mandatory informal dispute resolution process. Thus, the notion that Plaintiffs waited too long seems unavailing particularly since Plaintiffs having been attempting to resolve this dispute informally since 2017.

Accordingly, the court overrules Defendants' defenses based on lack of enforcement authority and failure to exhaust remedies.

IV. Causes of Action (Complaint)

1. **Declaratory Relief — Judgment For Plaintiffs.** Resolution 191 reasonably interprets Article V, section 7. Plaintiffs have protectable Scenic Views from the Main Viewing Areas identified above, and Defendants' trees significantly obstruct those views, violating the CC&Rs/Resolution 191.
2. **Private Nuisance — Judgment For Plaintiffs.** Liability is established under the objective substantial-and-unreasonable standard; Plaintiffs emphasize restoration of their view over money. The Court therefore **declines monetary damages** and proceeds to equitable relief.[12]
3. **Negligence — Judgment For Defendants.** No independent tort duty or breach was proved beyond the nuisance/CC&R framework.

Effect of Article VI, Section 8 (Nuisance Provision in CC&Rs)

Plaintiffs also contend that Article VI, section 8 of the Protective Restrictions provides an additional basis for relief because it declares that any violation of the CC&Rs "shall constitute a nuisance." The court acknowledges that this clause expresses the drafters' intent to treat covenant violations as nuisances within the PVHA enforcement scheme. Whether that contractual language can, as a matter of law, define or enlarge the statutory tort of nuisance, however, presents a question the court need not decide.

The court has already found by a preponderance of the evidence that Defendants' conduct constitutes a private nuisance under California law, as articulated in *San Diego Gas & Electric Co. v. Superior* Court, *supra*, 13 Cal.4th at pp. 937–938. Because that finding fully supports the declaratory and injunctive relief awarded, it is unnecessary to determine whether Article VI, section 8, provides a separate contractual ground. The court therefore declines to reach that issue.

V. Cross-Complaint

A. First Cause of Action – Trespass: Judgment For Cross-Complainants

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[12]Plaintiff's first objection seeks clarification on the court's basis to deny monetary damages. While Plaintiff Nan Harman credibly testified that that the loss of view has been "very frustrating" (RT January 29, 2025 at 32:22-23), Plaintiffs have principally sought restoration of their view. They have even suggested that their view is priceless. In other words, they cannot put a monetary value on their loss. The court agrees. Moreover, when pressed, Plaintiff Nan Harman acknowledged that they have not obtained any professional appraisal on any loss of value or use of the property because of the diminished views. (RT January 29, 2025 47:2-8.) However, to the extent the court has jurisdiction, the court will further re-consider monetary damages if Defendants fail to follow the court's orders as set forth in this decision.

Cross-Complainants alleged trespass based on a few photographs taken from or near their property and a single drone flyover allegedly conducted at Cross-Defendants' direction.

The court personally inspected the property and confirms that the photographs were taken from the open front portion of the lot, far removed from any private living area.[13] Although this limited entry satisfies the technical elements of a trespass—an unauthorized physical invasion of another's land—it was incidental and caused no damage. Even so, a trespass, however slight, entitles the landowner to nominal damage when no actual harm is proven. (*Staples v. Hoefke* (1987) 189 Cal.App.3d 1397, 1406–1407; *Armitage v. Decker* (1990) 218 Cal.App.3d 887, 905.)

The circumstances surrounding the entry offer further mitigation. The evidence established that, at Cross-Complainants' request for proof identifying which trees caused the view obstruction, Cross-Defendant Reed Harman briefly entered a portion of Cross-Complainants' front yard or driveway area to take photographs depicting the subject trees. That portion of the property is a long driveway bordered by vegetation. The pool and main residence sit farther upslope, screened by trees and shrubs. While the pool and house are in the background, the photographs are directed towards the locations of the trees and contained no images of people or private interiors.

Accordingly, the court awards Cross-Complainants nominal damages of one dollar ($1.00) for the minimal physical entry associated with the taking of the photographs.

B. Drone Flyover – No Tresspass

With respect to the single, brief drone flight at issue, Cross-Complainants failed to prove a trespass. Under the Restatement Second of Torts, section 159, subdivision (2), an aerial intrusion constitutes trespass only if it (1) enters the immediate reaches of the airspace above the land and (2) substantially interferes with the owner's use and enjoyment.

There is no evidence that Cross-Complainants were aware of the flight when it occurred, that it caused physical damage, or that it captured images in a manner offensive to a reasonable person. A fleeting overflight of this nature does not amount to substantial interference or actionable trespass under California law. No damages are awarded for the drone incident.

C. Claimed Emotional Distress

Cross-Complainants Stanley Chao and Herair Garboushian each claimed emotional distress arising from the alleged trespass. The court finds neither witness credible. Both gave exaggerated and inconsistent accounts unsupported by contemporaneous evidence. Their demeanor at trial and the minor nature of the incidents rendered their claims of genuine emotional distress wholly

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[13]The court rejects Cross-Defendant Harman's testimony that he was on the street when the photographs were taken. The court further finds that Cross-Defendant lacked express permission to enter Cross-Complainant's property on the date and time the photographs were taken. The court is not persuaded Cross-Defendants' assertion that he had general permission to enter based upon Cross-Complainant's request for proof that the offending trees were on Cross-Complainant's property.

implausible. The court therefore finds no credible evidence of actual injury, anguish, or emotional harm resulting from either the photographs or the drone flight.

D. Second Cause of Action – Nuisance: Judgment For Cross-Defendants

To the extent Cross-Complainants recharacterize the same conduct as a private nuisance, they failed to establish a substantial and unreasonable interference with their use and enjoyment of land, as required under *San Diego Gas & Electric Co. v. Superior* Court, *supra*, 13 Cal.4th at pp. 937–938. The brief entry and isolated drone flight caused no tangible disruption or annoyance that a reasonable person in the community would regard as significant. Judgment for Cross-Defendants on this claim.

E. Third Cause of Action – Invasion of Privacy: Judgment For Cross-Defendants

An actionable invasion of privacy requires an intrusion into a private place or matter in a manner highly offensive to a reasonable person. (*Huntingdon Life Sciences, Inc. v. Stop Huntingdon Animal Cruelty USA, Inc.* (2005) 129 Cal.App.4th 1228, 1259.) Taking photographs of vegetation from the front driveway and a single transient drone flight do not meet that standard. The conduct was neither egregious nor offensive. Judgment for Cross-Defendants.

F. Fourth Cause of Action – Negligence: Judgment For Cross-Defendants

Cross-Complainants failed to prove breach of any legal duty or causation of harm. Judgment for Cross-Defendants.

G. Punitive and Exemplary Damages (Civ. Code, § 3294): Denied

Cross-Complainants sought punitive and exemplary damages under Civil Code § 3294. Such damages require clear and convincing proof that the defendant acted with oppression, fraud, or malice. (Civ. Code, § 3294, subd. (a).)

For the reasons set forth above, Cross-Complainants failed to make that showing. The brief, incidental entry and single drone flight were neither malicious nor oppressive, and there is no evidence they were undertaken with intent to injure or with willful disregard of Cross-Complainants' rights. The record instead demonstrates Cross-Defendants' good-faith effort to document the vegetation causing the obstruction after Cross-Complainants demanded identification of the trees in question.

Moreover, even if the statutory prerequisites had been met, Cross-Complainants presented no competent evidence of the present financial condition of any Cross-Defendant, which is a mandatory element of proof. (*Adams v. Murakami* (1991) 54 Cal.3d 105, 119–123.) The absence of such evidence independently precludes any award of punitive damages.

Accordingly, the request for punitive and exemplary damages is denied in its entirety.

VI. Injunctive Relief and the *Clear Lake Riviera* Hardship Doctrine

A. Adequacy of legal remedy.

Money damages are inadequate to restore iconic, daily views integral to Plaintiffs' enjoyment and to the character of their home. View maintenance is the heart of Article V, section 7 and Resolution 191.

B. Mandatory and prohibitory components.

California courts regularly issue permanent injunctions to enforce restrictive covenants and abate view obstructions when money is inadequate. (*Ezer v. Fuchsloch* (1979) 99 Cal.App.3d 849, 862; *Seligman v. Tucker* (1970) 6 Cal.App.3d 691, 695–696; see also *Daly v. San Bernardino County Bd. of Supervisors* (2021) 11 Cal.5th 1030, 1041–1042 [mandatory injunctions].) A tailored mandatory injunction is warranted where compliance has been resisted for years despite opportunities to resolve.

C. *Clear Lake Riviera Community Assn. v. Cramer.*

The "hardship doctrine" confirms the propriety of injunction where, as here, the violation is at least negligent, the harm to the neighbor is irreparable, and the burden of compliance is not greatly disproportionate to the harm. (*Clear Lake Riviera Community Assn. v. Cramer* (2010) 182 Cal.App.4th 459, 471–473.) The court analogizes to encroachment-removal cases: to deny an injunction, Defendants would need to show innocence (neither willful nor negligent), irreparable harm to Plaintiffs absent injunction would not occur, and that hardship to Defendants would be greatly disproportionate. The evidence shows the opposite:

- **Fault/Innocence.** Defendants knew of height and view concerns for years, received detailed requests and plans, yet did not implement timely, effective trimming to restore views. At minimum, this is negligent non-compliance.
- **Irreparable Harm.** Plaintiffs' loss of signature views (mountains/basin/city lights) constitutes ongoing, non-quantifiable harm to enjoyment and property character.
- **Disproportionate Hardship.** The record does not show that periodic crown reduction/lacing (or selective removal where required) is grossly disproportionate to the harm of continued obstruction. Indeed, expert testimony demonstrated potentially workable, species-appropriate trimming cycles (e.g., Canary Island pine, Torrey pine, eucalyptus, olive) to keep heights in check without destructive practices. The court does recognize that trimming may result in significant damage if the crown is reduced more than 20-25 % at a time. But this is Defendant's fault for allowing the trees to grow unchecked for years. Moreover, declining to enforce Resolution 191 would undermine PVHA's ability to protect views community-wide.

In sum, the record shows Defendants knew of the view problems for years yet did not implement an effective plan to restore views despite proposals, estimates, and mediation opportunities. On this record, equitable enforcement—not money—provides the only effective relief.

VII. Permanent Injunction: Standards and Procedure

A. Exhibit 15 "Black-Line" Standard (Core Relief)

Trial Exhibit 15 is adopted as the operative visual benchmark. The black marker line on Exhibit 15 demarcates the maximum allowable vegetation height within Plaintiffs' view frame. Every tree or canopy on Defendants' property that appears above the black line when viewed from Plaintiffs' Main Viewing Areas is an obstructing condition and shall be reduced so that no portion of the canopy above that black marker line continues to be a significant obstruction as defined in Resolution 191.[14] Trees on other properties that may also intersect the line do not excuse Defendants' violations. They are irrelevant to Defendants' independent duty of compliance. This order runs with Defendants' land and is enforceable regardless of other parcels' vegetation.

B. Implementation Phases

1. **Plan Submission (within 60 days).** Defendants shall submit to Plaintiffs and the court a site-specific plan tying tree IDs from Exhibit 14 to locations in Exhibit 19 and specifying ANSI A300-compliant trim/top/lace measures and species-appropriate cycles to bring and keep all vegetation below the Exhibit 15 line, consistent with ANSI A300 practices and the Resolution 191 criteria.
2. **Objections/Meet-and-Confer.** Plaintiffs may object within 30 days. The parties shall meet and confer within 14 days; a joint five-page statement of any unresolved issues is due 10 days later.
3. **Court Review.** The court will order as appropriate.
4. **Execution (within 30 days of approval).** Defendants shall complete the approved work within 30 days absent good cause. Failure may result in daily sanctions and/or selective removal orders.
5. **Post-Work Site Visit (within 30 days of completion).** Joint site inspection from Plaintiffs' property. A joint five-page results statement is due 14 days thereafter.
6. **Ongoing Maintenance.** To prevent recurrent obstruction from regrowth, at least every six months—and more frequently as species require—Defendants shall maintain all subject canopies below the Exhibit 15 line when viewed from Plaintiffs' Main Viewing Areas.

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[14] The court understands that Plaintiffs are seeking removal of many trees as marked on the Finley survey including: 1, 4, 7, 8, 9, 10, 12, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 31, 32, 36, 38, 40, and 42. However, the court will seek to restore Plaintiffs' view first with a mitigation plan. If Defendants are unable or unwilling to comply with the court's orders to restore Plaintiffs' scenic views to the main living areas, the court will consider additional steps including removal.

7. **Further Relief Reserved.** If the plan fails to restore/maintain views to the Exhibit 15 standard, the court retains jurisdiction to order additional remediation, including removal of vegetation.

C. Related CC&R Compliance Orders

The court orders specific performance of Article V, section 7 and a permanent prohibitory injunction requiring Defendants' ongoing compliance with Resolution 191 and related Art Jury procedures. (See *Daly v. San Bernardino County Bd. of Supervisors* (2021) 11 Cal.5th 1030, 1041–1042; *People ex rel. Brown v. iMergent, Inc.* (2009) 170 Cal.App.4th 333, 342.)

D. Notice/Recording

This judgment runs with Defendants' land and may be recorded. On any transfer, Defendants shall give written notice of this order to prospective transferees and provide Plaintiffs (or successors) a copy of the proof of service on the prospective transferees of the executed order before closing.

VIII. Attorneys' Fees/Costs

Reserved to post-judgment motion(s) consistent with fee-shifting provisions and applicable statutes.

IX. Conclusion

On the Complaint, judgment for Plaintiffs on Declaratory Relief and Private Nuisance (equitable relief only). Judgment for Defendants on Negligence (Complaint).

On the Cross-Complaint, judgment for Cross-Complainants on Tresspass claim. Nominal damages of one-dollar ($1) awarded. Judgment for Cross-Defendants on all remaining claims.

IT IS SO ORDERED.

Dated: December 11, 2025

UPINDER S. KALRA

Upinder S. Kalra
Judge of the Superior Court