



LAW OFFICES
WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

Michael W. Rabkin
mrabkin@wrslawyers.com

08937-001

March 6, 2025

VIA ELECTRONIC MAIL AND U.S. MAIL

srasnick@gmail.com

Steven Rasnick
17 Holster Lane
Bell Canyon, CA 91307

Re: Bell Canyon Association ("Association")

Dear Mr. Rasnick:

As you know, this law firm represents the Association. The other members of the Association's Board of Directors have asked me to write to you regarding your e-mail and letter to the community dated February 25, 2025. You of course have the right to write to the community about your opinions. However, when you write to the community, you must make it clear that you are writing on behalf of yourself as a resident only, and **not** as a Board member. As a Board member, you have a fiduciary duty to the Association. As part of that fiduciary duty, you are not permitted to disclose confidential information, which you learn in executive session, to other owners.

In addition, some of what you wrote is simply not true. While you are welcome to have an opinion, you cannot express your opinions as if they are facts. For example, you write:

Community members complained to me (I've seen emails) where a Board member threatened, misled, pressured, and even offered money to them to sell/gift/quit claim land ***so the developer of Ranchero can have a wider easement for larger construction equipment***. The homeowners made it clear they do not want to do so. Why is a Board member negotiating on behalf of a non-resident builder and pressuring a resident? As a board director, these people asked me to bring it to the Community. I have a fiduciary duty to do so to protect the Canyon. In consulting an attorney, he stated that I am actually obligated to bring this to light. (Emphasis added).

I presume you are talking about the access easement over 53 Ranchero Road. First, you should not be discussing an ongoing legal matters with residents who are not Board members. Second, your interpretation of this is simply wrong. The Association has an easement over 53 Ranchero Road for ingress and egress. The Association is the current owner of 67 Ranchero Road and is simply enforcing its easement, which is a property right, over 53 Ranchero. Therefore the Association is **not** enforcing the rights of a developer, it is enforcing its own rights. Without proper access, the property is not useable, and therefore not sellable. The owners of 53 Ranchero disagree and have hired counsel, which is why this is a legal dispute. It is unfortunate that you are choosing to spread false information to the other members of the community, just because you disagree with the Association's position.

In addition, regarding 67 Ranchero, you write:

I've been bombarded by irate members asking if the Board authorized the sale of Ranchero to a developer when other bids exceeded his by hundreds of thousands of dollars. I've personally seen other offers. As well, members asked if this developer received special terms not afforded to them. Without answering, I'd like all the records regarding this property made public; let the Community decide for themselves. Since we were put in charge of this property for the betterment of the HOA, I believe the Community has a right to know.

Perhaps you are not aware that when the Association obtained title to this property in its settlement agreement with David Chai, it did so by quitclaim deed and without title insurance, or marketable title. This was done by the previous Board president, Eric Wolf, and the law firm he hired to represent the Association. Because the Association does not have marketable title, no other buyer is able to obtain title insurance on this property. That is why there are no other buyers willing to purchase this property. Since David Chai previously owned this property, he can purchase it, and title reverts back to him without issues. The Association has filed a lawsuit against Eric for his breach of fiduciary duty and the law firm that handled this matter, because that firm appears to have committed malpractice. As a Board member, you are undermining the Association's claims by making false public statements that the Association received higher offers and chose not to accept them. That is simply not true. I understand that you view yourself as a whistle blower, but you are violating your fiduciary duty as a Board member.

I understand some of the other statements you wrote are also incorrect, however since they do not pertain to ongoing legal matters, I will not discuss them in this letter. You have the right to disagree with the Board, and as you note there is a recall election scheduled at which the community can decide if they want to choose a different Board. As you know, I have represented this Association for many years, and I have observed the divide between different factions of owners. While it is unfortunate, that can occur in a community if this size.

Steven Rasnick
March 6, 2025
Page 3

However, as a Board member, you have a fiduciary duty to the Association, and you are not permitted to disclose confidential information to non-Board members. In addition, as stated above, when writing to the community as a resident, you must make it clear that you are writing on behalf of yourself as a resident, and **not** as a Board member, meaning you should not be signing your e-mails with your Board signature.

The Association hereby demands that you **cease and desist** disclosing confidential information to non-Board members, and **cease and desist** using your Board signature when writing to owners. In the event that you fail to comply with the Association's demands, the Association will consider taking additional legal action against you.

Nothing contained herein or omitted herefrom shall be deemed to be an admission, limitation, or waiver of any of the Association's rights, remedies or defenses, either at law or in equity, all of which are hereby expressly reserved.

Very truly yours,

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP



MICHAEL W. RABKIN

MWR:SRS

cc: Board of Directors