1. CAPITAL ONE, N.A. v. McGINNIS, 25CV0267

Motion for Judgment on the Pleadings

Pending before the court is plaintiff Capital One, N.A.'s ("plaintiff") unopposed motion for judgment on the pleadings under Code of Civil Procedure section 438, following the court's October 31, 2025, order granting plaintiff's motion to deem matters admitted (the court deemed all matters in plaintiff's Request for Admission (Set One) propounded upon defendant admitted). Plaintiff's counsel declares she attempted to meet and confer with defendant prior to filing the motion but received no response. (D'Anna Decl., ¶¶ 3–4 & Ex. A.)

1. Request for Judicial Notice

Pursuant to Evidence Code section 452, subdivision (c), the court grants plaintiff's unopposed request for judicial notice of Exhibit 1 (plaintiff's Request for Admission (Set One) propounded upon defendant) and Exhibit 2 (Court's Order issued Oct. 31, 2025, granting plaintiff's motion to deem matters admitted).

2. Background

This is a credit card debt collection action. The complaint alleges defendant owes plaintiff $14,359.14 on the subject credit card. Defendant filed an answer generally denying each and every allegation in plaintiff's complaint and asserting various affirmative defenses.

On October 31, 2025, the court granted plaintiff's motion to deem matters admitted. (See RJN, Ex. 2.) As relevant here, the following matters were deemed admitted: (1) defendant applied for a credit card charge account with plaintiff; (2) defendant received the customer agreement when he received his credit card; (3) pursuant to the agreement, by using the credit card, defendant agreed to be bound by the terms in the agreement; (4) defendant agreed to pay plaintiff for charges made on the charge account; and (5) defendant currently owes $14,359.14 on the charge account.

3. Legal Principles

A motion for judgment on the pleadings serves the same function as a general demurrer. (*Smiley v. Citibank* (1995) 11 Cal.4th 138, 145–146.) A motion may be brought where "the complaint states facts sufficient to constitute a defense to the complaint." (Code Civ. Proc., § 438, subd. (c)(1)(A); see also *Adjustment Corp. v. Hollywood Hardware & Paint Co.* (1939) 35 Cal.App.2d 566, 569–570 [judgment on the pleadings is proper where the answer "fails to deny any of the material allegations of the complaint"].) The grounds for a motion for judgment on the pleadings must appear on the face of the challenged pleading or be based on facts the court may judicially notice. (Code Civ. Proc., § 438, subd. (d); *Tung v. Chicago Title Co.* (2021) 63 Cal.App.5th 734, 758–759.)

4. Discussion

Based on the judicially-noticed matters deemed admitted, the court finds plaintiff has met its burden on the instant motion for judgment on the pleadings. The motion is granted.

TENTATIVE RULING # 1: THE MOTION FOR JUDGMENT ON THE PLEADINGS IS GRANTED. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

2. CALLAHAN v. POTTS, ET AL., 23CV0236

Motion to Compel Arbitration and Stay Proceedings

On December 4, 2025, defendant Craig Potts ("defendant") filed a petition to compel arbitration and stay proceedings. On January 16, 2026, plaintiff Colton Callahan ("plaintiff") filed a statement of non-opposition to arbitration. There being no opposition to arbitration, the court orders the parties to arbitration and hereby stays the proceedings in this action pending the outcome of arbitration. (Code Civ. Proc., § 1281.4.) Plaintiff's request that arbitration be held in South Lake Tahoe is denied. The parties' arbitration agreement does not mandate that arbitration occur at any particular location, other than the State of California.

Also in his January 16, 2026, filing, plaintiff requested that the court, pursuant to Code of Civil Procedure sections 128.5 and 128.7, impose monetary sanctions against defendant on the grounds that he "has taken directly contradictory positions on arbitration, causing needless discovery, motion practice, delay, and unnecessary expense."

Plaintiff acknowledges that his request for sanctions is not properly before the court because (1) plaintiff has not complied with the mandatory 21-day safe harbor provision, and (2) the request was not raised via a separate noticed motion. (Code Civ. Proc., §§ 128.5, subd. (f)(1)(A)–(B), 128.7, subd. (c)(1).) Plaintiff states, "[i]f the Court prefers to have the matter fully briefed so as to comply with this section rather than make an award based upon § 128.5 or the Court's inherent authority, then Plaintiffs request an exception to the stay of proceedings to be imposed, allowing Plaintiffs to file such motion." (Pltf.'s Position Statement, filed Jan. 16, 2026, at 4:28–5:3.) The court denies plaintiff's request for sanctions as it is not properly before the court, as well as a carve-out exception to the stay of proceedings.

TENTATIVE RULING # 2: THE PARTIES ARE ORDERED TO ARBITRATE THE MATTER. THE COURT HEREBY STAYS ALL PROCEEDINGS IN THIS ACTION PENDING THE OUTCOME OF ARBITRATION. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

3. ROBERTS, ET AL. v. McINTYRE, ET AL., 25CV1786

Demurrer

On September 19, 2025, defendants Robert McIntyre and Bettina McIntyre (collectively, "defendants") filed a general demurrer to the first five causes of action in plaintiffs James Roberts's and Susan Roberts's (collectively, "plaintiffs")[1] complaint on the grounds that each cause of action fails to state a claim. (Code Civ. Proc., § 430.10, subd. (e).) Defense counsel declares he met and conferred with plaintiff's counsel via telephone prior to filing the demurrer, in compliance with Code of Civil Procedure section 430.41, subdivision (a). (Henderson Decl., ¶ 3.)

On January 16, 2026, plaintiffs filed a timely opposition. On January 23, 2026, defendants filed a timely reply.

1. Background

At all relevant times herein, plaintiffs held title to the real property located at 1595 Venice Drive in South Lake Tahoe, California; and defendants held title to the adjacent real property located at 1591 Venice Drive in South Lake Tahoe, California. (Compl., ¶¶ 1–3.) The complaint does not expressly allege that these properties are located within defendant Tahoe Keys Property Owners' Association's ("TKPOA") development; and the complaint only alleges plaintiffs were members of TKPOA (the complaint does not allege defendants were members).

Plaintiffs claim defendants have been performing construction on 1591 Venice that violates the Covenants, Conditions, and Restrictions ("CC&Rs") and Architectural Control Rules established by TKPOA, as well as the Tahoe Regional Planning Agency's ("TRPA") and City of South Lake Tahoe's (the "City") code provisions in effect at the time the City approved defendants' construction plans.[2] (Compl. at 2:12–4:3.)

[1] Both plaintiffs bring this action in their capacity as trustees of The Roberts Living Trust dated August 8, 1996, and restated November 18, 2008. (Compl., at 1:23–26.)

[2] The complaint does not allege when defendants submitted their construction plans or when the City approved them.

First, defendants constructed their residence to a height of 25 feet, which exceeds the allowable height of 24 feet under the TRPA Code. (Compl., at 2:22–24.) The complaint alleges that, when defendants submitted their construction plans to the City, they falsely represented that the applicable height limit for the property is 25 feet, when in fact, the governing TRPA Code imposed a maximum height limit of 24 feet for the property. (Compl., at 6:9–12.)

Second, defendants' construction includes a completely flat roof intended to function entirely as a deck, covering substantially more than 25 percent of its area, in violation of the TKPOA's Architectural Control Rules, which, at the time defendant's construction plans were approved, prohibited flat roofs and limited deck coverage to no more than 25 percent of the roof area. (Compl., at 3:6–10.)

On August 28, 2024, after plaintiffs raised concerns about defendants' non-compliant construction, TKPOA amended Section 6.02 of its Architectural Control Rules to eliminate the flat roof prohibition while maintaining the restriction that no more than 25 percent of a roof may be used as a deck. (Compl., at 9:7–10.)

The complaint further alleges that defendants' construction "appears to violate additional Architectural Control Rules and provisions of the [City] and TRPA Code, including but not limited to Setback Line requirements, Bulkhead standards, cantilever restrictions, drainage requirements and land coverage limitations." (Compl., at 3:10–13.)

Plaintiffs claim that, as a result of defendants' conduct, plaintiffs have suffered a specific and measurable reduction in their property's value, loss of scenic views, and diminished enjoyment of their property. (Compl., at 3:28–4:3.)

2. Request for Judicial Notice

Pursuant to Evidence Code sections 451, 452, and 453, defendants request the court to take judicial notice of (1) TKPOA's Architectural Control Rules, August 2024 Revision (RJN, Ex. A); and (2) Chapter 37 of the TRPA Code of Ordinances (Height Standards),

current as of June 26, 2024 (RJN, Ex. B). Plaintiffs filed no opposition to the request for judicial notice.

There is no indication that the homeowners' association ("HOA") documents in Exhibit A are recorded. Other than citing Evidence Code sections 451, 452, and 453, defendants provide no legal authority or legal analysis for granting judicial notice of the unrecorded HOA Architectural Control Rules. Therefore, the court denies the request for judicial notice of defendants' Exhibit A.

Pursuant to Evidence Code section 452, subdivision (b), the court grants defendants' request for judicial notice of Exhibit B.

3. Legal Principles

"[A] demurrer challenges only the legal sufficiency of the complaint, not the truth or the accuracy of its factual allegations or the plaintiff's ability to prove those allegations." (*Amarel v. Connell* (1998) 202 Cal.App.3d 137, 140.) A demurrer is directed at the face of the complaint and to matters subject to judicial notice. (Code Civ. Proc., § 430.30, subd. (a).) All properly pleaded allegations of fact in the complaint are accepted as true, however improbable they may be, but not the contentions, deductions or conclusions of facts or law. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318; *Del E. Webb Corp. v Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.) A judge gives "the complaint a reasonable interpretation, reading it as a whole and its parts in their context." (*Blank*, *supra*, 39 Cal.3d at p. 318.)

4. Discussion

4.1. First C/A for Private Nuisance

Civil Code section 3479 defines a nuisance in general terms as "[a]nything which is injurious to health, … or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, …." (Civ. Code, § 3479.) A public nuisance is defined in Civil Code section 3480 as "one which affects at the same time an entire community or neighborhood, or any

considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal." (Civ. Code, § 3480.) A private nuisance is defined in Civil Code section 3481 as every nuisance not included in the definition of a public nuisance in Civil Code section 3480. (Civ. Code, § 3481.) "[I]n this state activities that disturb or prevent the comfortable enjoyment of property have been held to constitute nuisances even though they did not directly damage the land or prevent its use." (*Venuto v. Owens-Corning Fiberglas Corp.* (1971) 22 Cal.App.3d 116, 126.)

To state a claim for private nuisance, the plaintiff must allege: (1) an "interference with the plaintiff's use and enjoyment of that property"; (2) "that the invasion of the plaintiff's interest in the use and enjoyment of the land was substantial, i.e., that it caused the plaintiff to suffer 'substantial actual damage' [Citations]"; and (3) that the interference with the protected interest was unreasonable. (*San Diego Gas & Electric Co. v. Superior Court* (1996) 13 Cal.4th 893, 937–939.)

Here, the complaint alleges, "[t]he construction and continued existence of this structure [defendants' residence] is indecent and offensive to the senses and obstructs the free use and enjoyment of Plaintiffs' property by substantially blocking views, disrupting neighborhood aesthetic harmony, and diminishing the value and desirability of Plaintiffs' property." (Compl., at 4:19–22.)

"Diminishing the value and desirability of Plaintiffs' property" does not qualify as a nuisance. (Civ. Code, § 3479.) Additionally, according to caselaw, plaintiffs do not have a right to unobstructed views or a neighboring property that is aesthetically pleasing. (See e.g., *Oliver v. AT&T Wireless Services* (1999) 76 Cal.App.4th 521, 534 ["Several California appellate court decisions have ruled that the unpleasant appearance of neighboring property, in and of itself, does not rise to the level of a nuisance"].)

In *Venuto*, the court considered "whether an interference consisting of an obstruction to view is encompassed within the definition of a nuisance." (*Venuto*, *supra*, 22 Cal.App.3d at p. 126.) "Although the court was concerned with the interference

caused by the emission of smoke and other waste matter, it articulated the rule that a building or structure does not constitute a nuisance merely because it obstructs the passage of light and air to the adjoining property or obstructs the view from the neighboring property, provided such building or structure does not otherwise constitute a nuisance. [Citation.]" (*Wolford v. Thomas* (1987) 190 Cal.App.3d 347, 356 (citing *Venuto*, *supra*, at pp. 126–127).)

The court sustains defendants' demurrer. Because plaintiffs have no right to an unobstructed view (see, e.g., *Pacifica Homeowners' Assn. v. Wesley Palms Retirement Community* (1986) 178 Cal.App.3d 1147, 1152 (*Pacifica*) ["a landowner has no natural right to air, light or an unobstructed view and the law is reluctant to imply such a right"]), or a neighboring property that is aesthetically pleasing (*Oliver*, *supra*, 76 Cal.App.4th at p. 534), there is no reasonable possibility that amendment can cure the defect; thus, the court denies leave to amend. (*Roman v. County of Los Angeles* (2000) 85 Cal.App.4th 316, 322.)

4.2. Second C/A for Negligence

"Actionable negligence involves a legal duty to use due care, a breach of such legal duty, and the breach as the proximate or legal cause of the resulting injury." (*United States Liab. Ins. Co. v. Haidinger-Hayes, Inc.* (1970) 1 Cal.3d 586, 594.) "It is axiomatic that liability for negligence in any scenario must be premised on a duty of care, and '[t]he existence and scope of a defendant's duty is an issue of law to be decided by the court.' [Citation.]" (*Lynch v. Peter & Associates etc.* (2024) 104 Cal.App.5th 1181, 1189.)

The complaint alleges defendants, "as the owners, developers, and builders of 1591 Venice Drive, owed Plaintiffs a duty of care to construct the property in compliance with applicable TRPA provisions, [City] Municipal Code provisions, and the CC&Rs and Architectural Control Rules of TKPOA, to avoid causing foreseeable harm to neighboring property owners such as Plaintiffs." (Compl., at 5:7–10.) Defendants allegedly "breached this duty by constructing a structure that exceeds the TRPA

maximum height of 24 feet, includes a completely flat roof prohibited at the time of approval, and contains a roof deck covering substantially more than 25% of its area, along with other apparent violations of setback line requirements, bulkhead standards, cantilever restrictions, drainage requirements and land coverage limitations." (Compl., at 5:11–15.) Plaintiffs allege that, as a result of defendants' negligent conduct,[3] plaintiffs have suffered damages including loss of views, diminished enjoyment of their property, and diminution in their property value. (Compl., at 6:2–4.)

" '[T]he basic policy of this state … is that everyone is responsible for any injury caused to another by his want of ordinary care or skill in the management of his property…. The proper test to be applied to the liability of the possessor of land … is whether in the management of his property he has acted as a reasonable [person] in view of the probability of injury to others.' " (*Sprecher v. Adamson Companies* (1981) 30 Cal.3d 358, 371, quoting *Rowland v. Christian* (1968) 69 Cal.2d 108, 118–119.)

As previously discussed, plaintiffs have no right to an unobstructed view. (*Pacifica*, *supra*, 178 Cal.App.3d at p. 1152.) Therefore, the court finds there is no alleged injury, and further, defendants had no legal duty to refrain from obstructing plaintiffs' view. Because it appears there is no reasonable possibility that amendment can cure the defect, the demurrer is sustained without leave to amend. (*Roman*, *supra*, 85 Cal.App.4th at p. 322.)

4.3. Third C/A for Fraud

" 'The elements of fraud … are: (a) misrepresentation (false representation, concealment, or nondisclosure); (b) knowledge of falsity (or "scienter"); (c) intent to

[3] The court notes that the complaint also alleges "negligence per se." (Compl., at 5:24–6:1.) "[T]he doctrine of negligence per se is not a separate cause of action, but creates an evidentiary presumption that affects the standard of care in a cause of action for negligence." (*Turner v. Seterus, Inc.* (2018) 27 Cal.App.5th 516, 534.) There still must be a valid underlying cause of action for negligence for the doctrine of negligence per se to apply. (*Quiroz v. Seventh Ave. Center* (2006) 140 Cal.App.4th 1256, 1285.)

defraud, i.e., to induce reliance; (d) justifiable reliance; and (e) resulting damage.' " (*Lazar v. Superior* (1996) 12 Cal.4th 631, 638, quoting 5 Witkin, Summary of Cal. Law (9th ed. 1988), § 676, p. 778.)

Plaintiffs' complaint alleges defendants "made representations of material fact to the [City] by submitting construction plans for 1591 Venice Drive that falsely represented the applicable height limit for the property as 25 feet, when in fact the governing TRPA Code imposed a maximum height limit of 24 feet for the property."[4] (Compl., at 6:9–12.) Defendants allegedly "made this false representation and omissions [sic] with the intent to induce the [City] to approve their constructions plans, and to induce reliance by [the City] that the construction would comply with applicable laws, codes, and rules designed to protect their property rights and neighborhood aesthetics." (Compl., at 6:16–19.) "Plaintiffs justifiably relied on the regulatory and architectural approval process to ensure compliance with TRPA Code, [City] Municipal Code, and TKPOA's Architectural Control Rules and had no reason to believe [defendants] would submit false or misleading information to obtain approval for non-compliant construction." (Compl., at 6:20–23.)

[4] As presently alleged, defendants made a misrepresentation of law. "The general rule is that a misrepresentation of law is not actionable fraud. That is, a representation of law by a layman not occupying a confidential relationship toward the one to whom it is addressed and based on facts equally known or accessible to both does not ordinarily justify reliance on the representation. [Citation.]" (*Regus v. Schartkoff* (1957) 156 Cal.App.2d 232.) However, the court notes that defendant's alleged statement appears to involve an alleged misrepresentation of fact. As shown in defendants' Exhibit B, the maximum height for buildings under the TRPA Code is based on the "percent slope retained across building site" and "roof pitch." (Defs.' RJN, Ex. B at p. 37-4.) A building with a zero percent slope retained across building site and a roof pitch of 0:12 is allowed a maximum height of 24 feet; a building with four percent slope retained across the building site and a roof pitch of 0:12 is allowed a maximum height of 25 feet. (*Ibid.*) Therefore, the maximum allowable building height under the TRPA Code is dependent on underlying facts.

Defendants argue in their demurrer that: (1) there is no allegation that defendants made any statement to either plaintiff; and (2) there is no allegation that plaintiffs justifiably relied upon defendants' statements (rather, the complaint alleges plaintiffs "justifiably relied on the regulatory and architectural approval process to ensure compliance with TRPA Code, [City] Municipal Code, and TKPOA's Architectural Control Rules…").

"[I]t is not always necessary that a fraudulent misrepresentation be made to the intended actor. California follows section 533 of the Restatement Second of Torts in imposing liability upon the maker of a fraudulent misrepresentation to A who intends that A repeat it to B, where B is the actor and injured party. (See *Geernaert v. Mitchell* (1995) 31 Cal.App.4th 601, 605 [seller who misrepresented facts about home defects to buyer could be liable to *subsequent* buyer if he anticipated that the misrepresentations would be repeated].) Similarly, California recognizes the rule of section 531 that a fraudulent representation intended to defraud any member of "the public or a particular class of persons" may give rise to liability in favor of anyone who detrimentally relies on the representation, whether it was directly communicated or not. (*Bily v. Arthur Young & Co.* (1992) 3 Cal.4th 370, 415 [dealing with auditor's liability to third persons who act in reliance on information in the audit report]; see also Rest.2d Torts, § 531.)" (*The MEGA Life & Health Ins. Co. v. Superior Court* (2009) 172 Cal.App.4th 1522, 1530.)

In this case, the court finds there is no allegation that defendants intended the alleged statement they made to the City (that, under the TRPA Code, the applicable height limit for a structure on defendants' property was 25 feet) be communicated to plaintiffs; or that defendants intended to induce plaintiffs' reliance on the statement. Additionally, there is no allegation that plaintiffs actually or justifiably relied on defendants' alleged misrepresentation. There is no actual reliance because there is no allegation that defendants' statement substantially influenced any decision by plaintiff

to act or not to act. (See *Whiteley v. Philip Morris Inc.* (2004) 117 Cal.App.4th 635, 678; *Small v. Fritz Companies, Inc.* (2003) 30 Cal.4th 167, 174 [plaintiff decided to forego buying stock based on company's false financial statement].)

The court sustains defendants' demurrer. Because plaintiffs have not been afforded a previous opportunity to amend, the court grants leave to amend. (*Careau & Co. v. Security Pacific Bus. Credit, Inc.* (1990) 222 Cal.App.3d 1371, 1386 (*Careau*).)

4.4. Fourth C/A for Negligent Misrepresentation

The elements of negligent misrepresentation are: (1) the defendant made a false representation as to a past or existing material fact; (2) the defendant made the representation without reasonable ground for believing it to be true; (3) in making the representation, the defendant intended to deceive the plaintiff; (4) the plaintiff justifiably relied on the representation; and (5) the plaintiff suffered resulting damages. (*West v. JPMorgan Chase Bank, N.A.* (2013) 214 Cal.App.4th 780, 792.)

In this case, the complaint alleges defendants submitted construction plans for their property that misrepresented the applicable TRPA allowable height of 24 feet. (Compl., at 7:10–13.) Plaintiffs allegedly "justifiably relied on the regulatory and architectural approval process to ensure construction complied with TRPA Code, [City] Municipal Code, and TKPOA's Architectural Control Rules, and had no reason to believe [defendants] would submit inaccurate information regarding applicable height limits." (Compl., at 7:25–28.)

The court finds there is no allegation that defendants intended to deceive plaintiffs, that plaintiffs justifiably relied on the misrepresentation, or that there are *resulting* damages. The demurrer is sustained. Because plaintiffs have not been afforded a previous opportunity to amend, the court grants leave to amend. (*Careau*, *supra*, 222 Cal.App.3d at p. 1386.)

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4.5. Fifth C/A for Breach of Governing Documents

Civil Code section 5975 provides in pertinent part: "(a) The covenants and restrictions in the declaration shall be enforceable equitable servitudes, unless unreasonable, and shall inure to the benefit of and bind all owners of separate interests in the development. Unless the declaration states otherwise, these servitudes may be enforced by any owner of a separate interest or by the association, or by both. [¶] (b) A governing document other than the declaration may be enforced by the association against an owner of a separate interest or by an owner of a separate interest against the association." (Civ. Code, § 5975, subds. (a), (b).)

The complaint alleges plaintiffs are members of the TKPOA, a HOA governed by CC&Rs and Architectural Control Rules applicable to all properties within the Tahoe Keys community. (Compl., at 8:8–10.) The court notes, however, that the complaint does not allege *defendants* are members of the TKPOA or that their property is located within the Tahoe Keys community.

Defendants allegedly "breached their obligations under the governing documents by constructing 1591 Venice Drive in a manner that violated Section 6.02 [of TKPOA's Architectural Control Rules], including construction of a completely flat roof and excessive deck coverage, which were prohibited at the time of approval and construction. In addition to the non-compliant roof, [defendants'] construction very likely violates additional Architectural Control Rules. These violations likely encompass, but are not limited to, setback line requirements, bulkhead standards, cantilever restrictions, drainage requirements and land coverage limitations." (Compl., at 8:27–9:5.)

Defendants argue plaintiffs' allegations of breach are vague, speculative, and conclusory, and thus provide insufficient notice of the claim. (Dem. at 10:5–9.) Additionally, defendants argue plaintiffs lack standing to enforce TKPOA's Architectural Control Rules against defendants because enforcement is "typically" the association's

role unless the breach directly harms the plaintiff beyond aesthetics. (Dem. at 10:12–15 (citing Civ. Code, § 5975; *Cutujian v. Benedict Hills Estate Assn.* (1996) 41 Cal.App.4th 1379).)

The court finds that plaintiffs' allegations that defendants' "construction very likely violates additional Architectural Control Rules…" do not sufficiently allege any breach of governing documents.

The court rejects defendants' argument regarding standing. Civil Code section 5975 expressly authorizes an owner of separate interest (i.e., plaintiffs) to enforce the CC&Rs as equitable servitudes, unless unreasonable. (Civ. Code, § 5975, subd. (a).)

There are issues, however, with plaintiffs' claim as currently alleged. First, as previously noted, there is no allegation that defendants are members of the TKPOA or that their property is located within the Tahoe Keys community. Second, the complaint does not recite the relevant provisions of the CC&Rs plaintiffs seek to enforce (or attach a copy of the governing documents to the complaint). Rather, the complaint merely includes plaintiffs' summarization of the relevant provisions. Further, the complaint does not allege when defendants submitted their construction plans or performed construction, which is necessary to determine the applicable rules. Due to these defects, the court sustains the demurrer with leave to amend. (*Careau*, *supra*, 222 Cal.App.3d at p. 1386.)

TENTATIVE RULING # 3: THE DEMURRER IS SUSTAINED WITH AND WITHOUT LEAVE TO AMEND. THE COURT GRANTS PLAINTIFFS LEAVE TO AMEND THE THIRD, FOURTH, AND FIFTH CAUSES OF ACTION; THE COURT DENIES PLAINTIFFS LEAVE TO AMEND THE FIRST AND SECOND CAUSES OF ACTION. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT

AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TLEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

4. L&J ASSETS v. PREHODA, SC20050069

Motion for *Nunc Pro Tunc* Order Re: Renewal of Judgment

TENTATIVE RULING # 4: PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 473(b), THE COURT GRANTS THE MOTION FOR A NUNC PRO TUNC ORDER DEEMING THE APPLICATION FOR RENEWAL OF JUDGMENT SUBMITTED BY CREDITOR/ASSIGNEE BAG FUND, LLC ON OCTOBER 15, 2025, TO BE RECORDED IN THE EL DORADO COUNTY RECORDER'S OFFICE AS OF OCTOBER 19, 2025.

5. KUMAR v. KOHS, ET AL., SC20180225

Case Management Conference

TENTATIVE RULING # 5: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, JANUARY 30, 2026, IN DEPARTMENT FOUR.

6. TIGRE HOLDINGS LLC, ET AL. v. EL DORADO COUNTY, 25CV3425

Status Conference

TENTATIVE RULING # 6: ON THE COURT'S OWN MOTION, GIVEN THAT RESPONDENT WAS JUST SERVED WITH THE PETITION ON JANUARY 26, 2026, THE STATUS CONFERENCE IS CONTINUED TO 1:30 P.M., FRIDAY, MARCH 20, 2026, IN DEPARTMENT FOUR.