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12 R-WILD HORSE RANCH OWNERS ASSOCIATION,
13 a California nonprofit mutual benefit corporation

14 SUPERIOR COURT OF CALIFORNIA, COUNTY OF TEHAMA

15 CIVIL DIVISION

16 25CI-000260

17 R-WILD HORSE RANCH OWNERS
18 ASSOCIATION, a California nonprofit mutual
19 benefit corporation

20 Defendant;

21 vs.

22 DENISE FLORES, also known as DENISE
23 BREESE, an individual; and DOES 1 through
24 50, inclusive,

25 Defendant.

26 Case No.

27 **COMPLAINT FOR DECLARATORY
28 RELIEF**

29 Plaintiff R-WILD HORSE RANCH OWNERS' ASSOCIATION ("Plaintiff" or
30 "Association") alleges as follows:

31 **PARTIES**

32 1. Plaintiff R-WILD HORSE RANCH OWNERS' ASSOCIATION is, and at all times
33 mentioned herein was, a California nonprofit mutual benefit corporation duly organized and
34 existing under the laws of the State of California, with its principal place of business in Tehama
35 County, California. The Association manages and administers a recreational property known as R-
36 Wild Horse Ranch located in Tehama County, California.

ELECTRONICALLY

FILED

SUPERIOR COURT OF CALIFORNIA
11/3/2025 1:03 PM

County of Tehama
Karin Havigan, Clerk of the Court

By Patience Westphal, Deputy
FILED

2. Defendant DENISE FLORES, also known as DENISE BREESE ("Flores"), is, and at all times mentioned herein was, an individual residing in the State of California. Flores is the owner of an undivided interest in R-Wild Horse Ranch, designated as Member 2357 or Share 2357, and is a member of the Association. Flores is sued herein both in her individual capacity and as a representative of any members who may share her position regarding the applicability of the Davis-Stirling Common Interest Development Act to R-Wild Horse Ranch.

3. The true names and capacities, whether individual, corporate, associate or otherwise, of Defendant named herein as DOES 1 through 50, inclusive, are unknown to Plaintiff, who therefore sues said Defendant by such fictitious names. Plaintiff is informed and believes, and on that basis alleges, that each of said fictitiously named Defendant is in some manner responsible for the events and happenings herein alleged and legally caused injuries and damages thereby to Plaintiff as herein alleged. Plaintiff will seek leave of Court to amend this Complaint to show the true names and capacities of said Defendant when the same have been ascertained. Plaintiff is informed and believes, and on that basis alleges, that at all times herein mentioned, each of the Defendant was the agent, servant, employee, partner, alter ego or joint venturer of each of the remaining Defendant and was at all times acting within the purpose and scope of said agency, employment, partnership or joint venture.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to California Constitution, Article VI, Section 10. This action is brought pursuant to Code of Civil Procedure sections 1060 and 1061 for declaratory relief.

5. Venue is proper in Tehama County pursuant to Code of Civil Procedure section 395 because the real property at issue is located in Tehama County, the Association's principal place of business is in Tehama County, and Defendant Flores has filed litigation in Tehama County raising the issues presented herein.

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1 **FACTUAL ALLEGATIONS**

2 **Nature of R-Wild Horse Ranch**

3 6. R-Wild Horse Ranch is a 14,080-acre recreational property located in Tehama
4 County, California. The property consists of a single, contiguous parcel of real property that is not
5 subdivided into separately owned lots, units, or parcels.

6 7. R-Wild Horse Ranch is owned in common by 2,890 co-owners as tenants-in-
7 common. Each owner holds an undivided fractional interest in the entire 14,080-acre property. No
8 owner has any separately deeded lot, unit, parcel, or exclusive ownership of any specific portion
9 of the property.

10 8. Each undivided interest is documented by a grant deed that conveys a fractional
11 undivided interest in the entire property (for example, 1/2890th of the whole). Each grant deed
12 conveys an interest in the entirety of the 14,080-acre parcel, not in any separate lot or unit.

13 9. R-Wild Horse Ranch is a family-oriented recreational property offering year-round
14 access to outdoor activities including horseback riding, fishing, hiking, RV and tent camping,
15 swimming, off-road vehicle trails, hunting, mountain biking, tennis, gold panning, skiing, and
16 target shooting, among other activities.

17 10. The property includes amenities for use by all owners and their guests, including
18 148 cabins, 156 full-hookup RV sites, 506 campsites, an adult lodge and motel, a family
19 recreational center with swimming pools, hot tub, snack bar, general store, laundry facilities, a
20 fishing pond, and sports fields. All facilities and amenities are available for use by all owners, and
21 no owner has exclusive use of any particular facility, cabin, RV site, or portion of the property.

22 11. The Association manages and operates R-Wild Horse Ranch for the benefit of all
23 owners. The Association is funded through assessments levied against each undivided interest.

24 **Governing Documents**

25 12. The ownership and management of R-Wild Horse Ranch is governed by the Second
26 Amended Declaration of Covenants, Conditions and Restrictions for R-Wild Horse Ranch (the
27 "CC&Rs"), which was recorded on May 15, 1985, in the Official Records of Tehama County. A

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1 true and correct copy of the CC&Rs is attached hereto as Exhibit A and incorporated herein by
2 this reference.

3 13. The CC&Rs were recorded on May 15, 1985, prior to the enactment of the Davis-
4 Stirling Common Interest Development Act ("Davis-Stirling Act" or "Act"), which was signed
5 into law on September 18, 1985, and became effective on January 1, 1986.

6 14. The CC&Rs do not reference the Davis-Stirling Act, do not state that the property is
7 a "common interest development" as defined by the Act, and do not state that the property is
8 subject to the Act.

9 15. The CC&Rs have not been amended since May 15, 1985.

10 16. The Association is also governed by its Articles of Incorporation and Bylaws.

11 **The Davis-Stirling Common Interest Development Act**

12 17. The Davis-Stirling Common Interest Development Act is codified at California Civil
13 Code sections 4000 through 6150.

14 18. Civil Code section 4100 defines a "common interest development" as follows:

15 "Common interest development" means any of the following:

- 16 (a) A community apartment project.
- 17 (b) A condominium project.
- 18 (c) A planned development.
- 19 (d) A stock cooperative.

20 19. Civil Code section 4105 defines "community apartment project" as "a development
21 in which an undivided interest in land is coupled with the right of exclusive occupancy of any
22 apartment located thereon."

23 20. Civil Code section 4125 defines "condominium project" as "a development
24 consisting of condominiums" and Civil Code section 4120 defines "condominium" as "an estate in
25 real property consisting of an undivided interest in common in a portion of a parcel of real
26 property together with a separate interest in space called a unit."

27 21. Civil Code section 4175 defines "planned development" as "a development, other
28 than a community apartment project, a condominium project, or a stock cooperative, having either

1 or both of the following features: (a) Common area that is owned either by an association or in
2 common by the owners of the separate interests who possess appurtenant rights to the beneficial
3 use and enjoyment of the common area. (b) Common area and an association that maintains or
4 operates that common area with the power to levy assessments that may become a lien upon the
5 separate interests in accordance with Article 2 (commencing with Section 5650) of Chapter 8."

6 22. Civil Code section 4185 defines "separate interest" as follows:

7 "Separate interest" has the following meanings:

8 (a) In a community apartment project, "separate interest" means the exclusive
9 right to occupy an apartment, as specified in Section 4105.

10 (b) In a condominium project, "separate interest" means a separately owned unit,
11 as specified in Section 4125.

12 (c) In a planned development, "separate interest" means a separately owned lot,
13 parcel, area, or space.

14 (d) In a stock cooperative, "separate interest" means the exclusive right to
15 occupy a portion of the real property, as specified in Section 4190.

16 23. A critical element of every type of "common interest development" under the Davis-
17 Stirling Act is the existence of a "separate interest" as defined in Civil Code section 4185.

18 24. For a planned development, the "separate interest" must be "a separately owned lot,
19 parcel, area, or space." Civil Code section 4185(c).

20 25. R-Wild Horse Ranch does not have any "separately owned lot, parcel, area, or
21 space." Each owner owns an undivided interest in the entire 14,080-acre property. No portion of
22 the property is separately owned by any individual owner.

23 26. Because R-Wild Horse Ranch has no separately owned lots, parcels, areas, or
24 spaces, it does not constitute a "planned development" under Civil Code section 4175.

25 27. R-Wild Horse Ranch is not a "community apartment project" because owners do not
26 have "the right of exclusive occupancy of any apartment." Rather, all owners share the right to use
27 all facilities on the property on a non-exclusive basis.

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1 28. R-Wild Horse Ranch is not a "condominium project" because there are no separately
2 owned units coupled with undivided interests in common areas. Each owner simply owns an
3 undivided interest in the entire property.

4 29. R-Wild Horse Ranch is not a "stock cooperative" as defined in Civil Code section
5 4190.

6 30. Because R-Wild Horse Ranch does not fall within any of the four categories of
7 "common interest development" set forth in Civil Code section 4100, it is not a common interest
8 development and is not subject to the Davis-Stirling Act.

9 **Defendant Flores's Conduct and Pending Litigation**

10 31. Defendant Flores filed a civil action against the Association in the Superior Court of
11 California, County of Tehama, Case No. 24-CI-000010 (the "Superior Court Action").

12 32. In the Superior Court Action, Flores alleges that R-Wild Horse Ranch is subject to
13 the Davis-Stirling Act. Flores seeks relief that depends upon the applicability of the Davis-Stirling
14 Act to R-Wild Horse Ranch, including judicial approval of an amendment to the CC&Rs
15 regarding quorum requirements.

16 33. The complaint in the Superior Court Action may be subject to dismissal for various
17 defects. However, even if the Superior Court Action is dismissed, the fundamental dispute
18 regarding whether R-Wild Horse Ranch is subject to the Davis-Stirling Act will remain
19 unresolved and will continue to create uncertainty and potential for future litigation.

20 34. On or about August 30, 2025, the Association held an election for two positions on
21 its Board of Directors. Seven candidates ran for the two available positions.

22 35. The results of the August 30, 2025 election were as follows: one candidate received
23 120 votes and was elected; the remaining candidates received 72, 71, 69, 66, 51, and 47 votes
24 respectively. Defendant Flores received 71 votes and was not elected, finishing one vote behind
25 the second-place finisher who received 72 votes.

26 36. Defendant Flores filed a small claims action in the Superior Court of California,
27 County of Tehama, Small Claims Division, Case No. 25SC-000146 (the "Small Claims Action").

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1 37. In the Small Claims Action, Flores challenges the results of the August 30, 2025
2 election and seeks to have the election results overturned or a new election ordered.

3 38. Flores's choice to file this election dispute in small claims court is predicated on
4 Civil Code section 5145, which provides small claims jurisdiction for such disputes only if R-
5 Wild Horse Ranch is a common interest development subject to the Davis-Stirling Act.

6 39. Civil Code section 5145 provides small claims jurisdiction for disputes involving
7 common interest developments only if the development is subject to the Davis-Stirling Act. If R-
8 Wild Horse Ranch is not subject to the Davis-Stirling Act, then Civil Code section 5145 does not
9 provide the small claims court with jurisdiction over Flores's election challenge.

10 40. The Small Claims Action is scheduled for hearing on November 4, 2025.

11 41. Flores's successive filings of litigation premised on the assertion that R-Wild Horse
12 Ranch is subject to the Davis-Stirling Act create ongoing uncertainty, expense, and disruption for
13 the Association and its members.

14 42. Unless this Court issues a declaratory judgment regarding the applicability of the
15 Davis-Stirling Act to R-Wild Horse Ranch, Flores and potentially other members will continue to
16 file lawsuits and claims premised on the erroneous assertion that R-Wild Horse Ranch is a
17 common interest development subject to the Act.

18 **Actual Controversy**

19 43. An actual, present, and concrete controversy exists between Plaintiff and Defendant
20 regarding whether R-Wild Horse Ranch is subject to the Davis-Stirling Common Interest
21 Development Act.

22 44. Defendant Flores has taken the position in successive court proceedings that R-Wild
23 Horse Ranch is subject to the Davis-Stirling Act and is entitled to the protections and subject to
24 the requirements of the Act.

25 45. Plaintiff takes the position that R-Wild Horse Ranch is not a common interest
26 development as defined in Civil Code section 4100 and is not subject to the Davis-Stirling Act.

27 46. This controversy is of such immediacy and reality as to warrant the issuance of a
28 declaratory judgment.

1 56. Plaintiff contends that R-Wild Horse Ranch is not a common interest development
2 and is not subject to the Davis-Stirling Act because:

3 a. R-Wild Horse Ranch consists of undivided interests in commonly owned
4 property and has no separately owned lots, parcels, areas, or spaces;

5 b. R-Wild Horse Ranch does not meet the definition of a "planned
6 development" under Civil Code section 4175 because there are no "separate interests" as
7 defined in Civil Code section 4185(c);

8 c. R-Wild Horse Ranch does not meet the definition of a "community
9 apartment project," "condominium project," or "stock cooperative" as set forth in Civil
10 Code sections 4105, 4125, and 4190;

11 d. R-Wild Horse Ranch does not fall within any of the four categories of
12 "common interest development" enumerated in Civil Code section 4100; and

13 e. The CC&Rs governing R-Wild Horse Ranch were recorded prior to the
14 effective date of the Davis-Stirling Act and do not reference or incorporate the Act.

15 57. Defendant contends that R-Wild Horse Ranch is a common interest development
16 subject to the Davis-Stirling Act.

17 58. The controversy between the parties is of such immediacy and reality as to warrant
18 the issuance of a declaratory judgment clarifying the rights and obligations of the parties.

19 59. A judicial declaration is necessary and appropriate to determine the rights and duties
20 of the parties and to afford relief from the uncertainty and controversy giving rise to this
21 proceeding.

22 60. Plaintiff desires a judicial determination and declaration regarding the following
23 issues:

24 a. Whether R-Wild Horse Ranch constitutes a "common interest development"
25 as defined in California Civil Code section 4100;

26 b. Whether R-Wild Horse Ranch constitutes a "planned development" as
27 defined in California Civil Code section 4175;

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1 c. Whether R-Wild Horse Ranch has "separate interests" as defined in
2 California Civil Code section 4185;

3 d. Whether R-Wild Horse Ranch is subject to the provisions of the Davis-
4 Stirling Common Interest Development Act, California Civil Code sections 4000 through
5 6150; and

6 e. Whether Civil Code section 5145, which provides small claims jurisdiction
7 for certain disputes involving common interest developments, applies to disputes involving
8 R-Wild Horse Ranch.

9 61. A declaration of rights with respect to these issues is necessary and proper at this
10 time under all of the circumstances so that all parties may know their respective rights and
11 obligations.

12 62. Pursuant to Code of Civil Procedure sections 1060 and 1061, Plaintiff is entitled to a
13 judicial declaration that:

14 a. R-Wild Horse Ranch is not a "common interest development" as defined in
15 California Civil Code section 4100;

16 b. R-Wild Horse Ranch is not a "planned development" as defined in California
17 Civil Code section 4175;

18 c. R-Wild Horse Ranch does not have "separate interests" as defined in
19 California Civil Code section 4185;

20 d. R-Wild Horse Ranch is not subject to the provisions of the Davis-Stirling
21 Common Interest Development Act, California Civil Code sections 4000 through 6150; and

22 e. Civil Code section 5145, which provides small claims jurisdiction for certain
23 disputes involving common interest developments, does not apply to disputes involving R-
24 Wild Horse Ranch.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment against Defendant, and each of them, as
3 follows:

4 1. For a judicial declaration pursuant to Code of Civil Procedure sections 1060 and
5 1061 that:

6 a. R-Wild Horse Ranch is not a "common interest development" as defined in
7 California Civil Code section 4100;

8 b. R-Wild Horse Ranch is not a "planned development" as defined in California
9 Civil Code section 4175;

10 c. R-Wild Horse Ranch does not have "separate interests" as defined in
11 California Civil Code section 4185;

12 d. R-Wild Horse Ranch is not subject to the provisions of the Davis-Stirling
13 Common Interest Development Act, California Civil Code sections 4000 through 6150; and

14 e. Civil Code section 5145 does not apply to disputes involving R-Wild Horse
15 Ranch.

16 2. For an order that the Small Claims Action, Case No. 25SC-000146, should be stayed
17 pending resolution of this declaratory relief action (a separate request will be made directly in the
18 Small Claims Action);

19 3. For a preliminary and permanent injunction enjoining Defendant Flores and all
20 persons acting in concert with her from filing any further legal actions or proceedings premised on
21 the assertion that R-Wild Horse Ranch is subject to the Davis-Stirling Common Interest
22 Development Act;

23 4. For reasonable attorneys' fees and costs incurred in this action pursuant to the
24 Second Amended Declaration of Covenants, Conditions and Restrictions for R-Wild Horse Ranch;

25 5. For costs of suit incurred herein; and

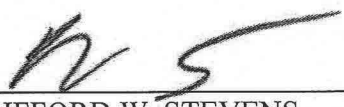
26 6. For such other and further relief as the Court deems just and proper.

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1 Dated: November 3, 2025

NEUMILLER & BEARDSLEE
A PROFESSIONAL CORPORATION

2
3 By: 

4 CLIFFORD W. STEVENS

5 Attorney for Plaintiff, R-WILD HORSE RANCH
6 OWNERS ASSOCIATION, a California nonprofit
7 mutual benefit corporation
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