

DISTRICT COURT, EL PASO COUNTY, STATE OF COLORADO

Court Address: 270 South Tejon  
Colorado Springs, CO 80903

Plaintiff(s): CHARLES WARNE, an individual; BRIDGET WARNE, an individual; BRANDON CUFFE, an individual; NORMAN VILLANUEVA, an individual; NANCY VILLANUEVA, an individual; HOWARD SURBER, an individual; and LUANA SURBER, an individual,

v.

Defendant(s): WOODMEN HILLS COVENANT MANAGEMENT BOARD, a Colorado non-profit corporation; and WOODMEN HILLS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision.

Attorney for Plaintiffs:

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Case Number: 08CV2923

Div. No.: 5 Ctrm:

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**ANSWER TO DEFENDANTS WOODMEN HILLS COVENANT MANAGEMENT BOARD AND WOODMEN HILLS METROPOLITAN DISTRICT COUNTERCLAIMS**

Plaintiffs Charles Warne and Bridget Warne (“The Warnes” or “Mr. and Ms. Warne”), Brandon Cuffe (“Mr. Cuffe”), Norman Warne and Nancy Villanueva (“The Villanuevas” or “Mr. and Ms. Villanueva”), Howard Surber and Luana Surber (“The Surbers” or “Mr. and Ms. Surber”), (collectively hereinafter referred to as “Plaintiffs”), by their attorney, M. Jacqueline Gaithe, PC, submit the following Answer to Defendants Woodmen Hills Covenant Management Board (“WHCB” or “Defendant”) and Woodmen Hills Metropolitan District (the “Metro District” or “Defendant”) Counterclaims:

## COUNTERCLAIMS AGAINST THE WARNES

1. In answer to Paragraph 1, The Warnes admit the allegations contained therein.
2. In answer to Paragraphs 2 through 4, The Warnes state that the allegations contained therein are directed to a defendant other than The Warnes and, therefore, The Warnes need not admit or deny the same. To the extent that it is deemed necessary for The Warnes to admit or deny those allegations, The Warnes deny same.
3. In answer to Paragraph 5, The Warnes admit the allegations contained therein and content that the Amendment to the Covenants are valid.
4. In answer to Paragraphs 6 through 10, The Warnes state that the Covenants speak for themselves and The Warnes do not admit or deny the allegations contained therein, The Warnes deny same. The Warnes maintain the Amended Covenants are the controlling document.
5. In answer to Paragraph 11A, The Warnes admit the RV is parked/stored in the backyard and denies it is a Covenant violation.
6. In answer to Paragraph 11B, The Warnes admit the trailer is parked/stored in the backyard and denies it is a Covenant violation.
7. In answer to Paragraph 11C, The Warnes admit a red vehicle is parked/stored in the backyard and denies it is a Covenant violation.
8. In answer to Paragraph 11D, The Warnes admit there are two Jeeps and two partial Jeeps parked/stored in the backyard and denies it is a Covenant violation.
9. In answer to Paragraph 11E, The Warnes admit there is a shed and seven (7) bikes stored in the driveway and denies it is a Covenant violation.
10. In answer to Paragraphs 12 through 13, The Warnes state that the allegations contained therein are directed to a defendant other than The Warnes and, therefore, The Warnes need not admit or deny the same. To the extent that it is deemed necessary for The Warnes to admit or deny those allegations, The Warnes deny same.
11. In answer to Paragraph 14, The Warnes admit to receiving letters and denies any Covenant violations.
12. In answer to Paragraph 15, The Warnes admit to receiving letters and denies any Covenant violations.
13. In answer to Paragraph 16, The Warnes deny the allegations contained therein.

14. In answer to Paragraph 17, The Warnes deny the allegations contained therein.
15. In answer to Paragraph 18, The Warnes deny the allegations contained therein.
16. In answer to Paragraph 19, The Warnes deny the allegations contained therein.
17. In answer to Paragraphs 20 through 23, The Warnes state that the allegations contained therein are directed to a defendant other than The Warnes and, therefore, The Warnes need not admit or deny the same. To the extent that it is deemed necessary for The Warnes to admit or deny those allegations, The Warnes deny same.
18. In answer to Paragraph 24, The Warnes deny the allegations contained therein.
19. In answer to Paragraph 25, The Warnes lack sufficient knowledge to either admit or deny and, therefore, denies same.
20. In answer to Paragraph 26, The Warnes state that the allegations contained therein are legal contentions and, therefore, they need not admit or deny those allegations. To the extent it is deemed necessary that The Warnes either admit or deny the allegations of Paragraph 26, The Warnes deny same and any Covenant violations.

#### **COUNTERCLAIMS AGAINST MR. CUFFE**

1. In answer to Paragraph 1, Mr. Cuffe state that the allegations contained therein are directed to a defendant other than Mr. Cuffe and, therefore, Mr. Cuffe need not admit or deny the same. To the extent that it is deemed necessary for Mr. Cuffe to admit or deny those allegations, Mr. Cuffe denies same.
2. In answer to Paragraph 2, Mr. Cuffe admits the allegations contained therein.
3. In answer to Paragraphs 3 and 4, Mr. Cuffe state that the allegations contained therein are directed to a defendant other than Mr. Cuffe and, therefore, Mr. Cuffe need not admit or deny the same. To the extent that it is deemed necessary for Mr. Cuffe to admit or deny those allegations, Mr. Cuffe denies same.
4. In answer to Paragraph 5, Mr. Cuffe admits the allegations contained therein and content that the Amendment to the Covenants are valid.
5. In answer to Paragraphs 6 through 10, Mr. Cuffe states that the Covenants speak for themselves and Mr. Cuffe does not admit or deny the allegations contained therein, Mr. Cuffe denies same. Mr. Cuffe maintains the Amended Covenants are the controlling document.
6. In answer to Paragraphs 11A through 11E, Mr. Cuffe state that the allegations

contained therein are directed to a defendant other than Mr. Cuffe and, therefore, Mr. Cuffe need not admit or deny the same. To the extent that it is deemed necessary for Mr. Cuffe to admit or deny those allegations, Mr. Cuffe denies same.

7. In answer to Paragraph 12A, Mr. Cuffe admits the RV is parked/stored in the backyard and denies it is a Covenant violation.

8. In answer to Paragraph 12B, Mr. Cuffe admits to a pile of wood stored next to the garage and denies it is a Covenant violation.

9. In answer to Paragraphs 13A through 13D, Mr. Cuffe state that the allegations contained therein are directed to a defendant other than Mr. Cuffe and, therefore, Mr. Cuffe need not admit or deny the same. To the extent that it is deemed necessary for Mr. Cuffe to admit or deny those allegations, Mr. Cuffe denies same.

10. In answer to Paragraph 14, Mr. Cuffe admits to receiving letters and denies any Covenant violations.

11. In answer to Paragraph 15, Mr. Cuffe admits to receiving letters and denies any Covenant violations.

12. In answer to Paragraph 16, Mr. Cuffe denies the allegations contained therein.

13. In answer to Paragraph 17, Mr. Cuffe denies the allegations contained therein.

14. In answer to Paragraphs 18 and 19, Mr. Cuffe states that the allegations contained therein are directed to a defendant other than Mr. Cuffe and, therefore, Mr. Cuffe needs not admit or deny the same. To the extent that it is deemed necessary for Mr. Cuffe to admit or deny those allegations, Mr. Cuffe denies same.

15. In answer to Paragraph 20, Mr. Cuffe denies the allegations contained therein.

16. In answer to Paragraph 21, Mr. Cuffe denies the allegations contained therein.

17. In answer to Paragraphs 22 and 23, Mr. Cuffe states that the allegations contained therein are directed to a defendant other than Mr. Cuffe and, therefore, Mr. Cuffe needs not admit or deny the same. To the extent that it is deemed necessary for Mr. Cuffe to admit or deny those allegations, Mr. Cuffe denies same.

18. In answer to Paragraph 24, Mr. Cuffe denies the allegations contained therein.

19. In answer to Paragraph 25, Mr. Cuffe lacks sufficient knowledge to either admit or deny and, therefore, denies same.

20. In answer to Paragraph 26, Mr. Cuffe states that the allegations contained therein are legal contentions and, therefore, they need not admit or deny those allegations. To the extent it is deemed necessary that Mr. Cuffe either admit or deny the allegations of Paragraph 26, Mr. Cuffe denies same and any Covenant violations.

### **COUNTERCLAIMS AGAINST THE SURBERS**

1. In answer to Paragraphs 1 through 3, The Surbers state that the allegations contained therein are directed to a defendant other than The Surbers and, therefore, The Surbers need not admit or deny the same. To the extent that it is deemed necessary for The Surbers to admit or deny those allegations, The Surbers deny same.

2. In answer to Paragraph 4, The Surbers admit the allegations contained therein.

3. In answer to Paragraph 5, The Surbers admit the allegations contained therein and content that the Amendment to the Covenants are valid.

4. In answer to Paragraphs 6 through 10, The Surbers state that the Covenants speak for themselves and The Surbers do not admit or deny the allegations contained therein, The Surbers deny same. The Surbers maintain the Amended Covenants are the controlling document.

5. In answer to Paragraphs 11 through 12B, The Surbers state that the allegations contained therein are directed to a defendant other than The Surbers and, therefore, The Surbers need not admit or deny the same. To the extent that it is deemed necessary for The Surbers to admit or deny those allegations, The Surbers deny same.

6. In answer to Paragraph 13A, The Surbers admit there are dying shrubs in their yard and denies it is a Covenant violation.

7. In answer to Paragraph 13B, The Surbers admit the RV is parked/stored in the backyard and denies it is a Covenant violation.

8. In answer to Paragraph 13C, The Surbers admit the Truck is parked/stored in the backyard and denies it is a Covenant violation.

9. In answer to Paragraph 13D, The Surbers admit the holiday light decorations are still up and denies it is a Covenant violation.

10. In answer to Paragraph 14, The Surbers admit to receiving letters and denies any Covenant violations.

11. In answer to Paragraph 15, The Surbers admit to receiving letters and denies any Covenant violations.

12. In answer to Paragraph 16, The Surbers deny the allegations contained therein.
13. In answer to Paragraph 17, The Surbers deny the allegations contained therein.
14. In answer to Paragraphs 18 through 21, The Surbers state that the Covenants speak for themselves and The Surbers do not admit or deny the allegations contained therein, The Surbers deny same. The Surbers maintain the Amended Covenants are the controlling document.
15. In answer to Paragraph 22, The Surbers deny the allegations contained therein.
16. In answer to Paragraph 23, The Surbers deny the allegations contained therein.
17. In answer to Paragraph 24, The Surbers deny the allegations contained therein.
18. In answer to Paragraph 25, The Surbers lack sufficient knowledge to either admit or deny and, therefore, denies same.
19. In answer to Paragraph 26, The Surbers state that the allegations contained therein are legal contentions and, therefore, they need not admit or deny those allegations. To the extent it is deemed necessary that The Surbers either admit or deny the allegations of Paragraph 26, The Surbers deny same and any Covenant violations.

### **COUNTERCLAIMS AGAINST THE VILLANUEVAS**

1. In answer to Paragraphs 1 through 2, The Villanuevas state that the allegations contained therein are directed to a defendant other than The Villanuevas and, therefore, The Villanuevas need not admit or deny the same. To the extent that it is deemed necessary for The Villanuevas to admit or deny those allegations, The Villanuevas deny same.
2. In answer to Paragraph 3, The Villanuevas admit the allegations contained therein.
3. In answer to Paragraphs 4, The Villanuevas state that the allegations contained therein are directed to a defendant other than The Villanuevas and, therefore, The Villanuevas need not admit or deny the same. To the extent that it is deemed necessary for The Villanuevas to admit or deny those allegations, The Villanuevas deny same.
4. In answer to Paragraph 5, The Villanuevas admit the allegations contained therein and content that the Amendment to the Covenants are valid.
5. In answer to Paragraphs 6 through 10, The Surbers state that the Covenants speak for themselves and The Surbers do not admit or deny the allegations contained therein, The Surbers deny same. The Surbers maintain the Amended Covenants are the controlling document.

6. In answer to Paragraphs 11 through 13D, The Villanuevas state that the allegations contained therein are directed to a defendant other than The Villanuevas and, therefore, The Villanuevas need not admit or deny the same. To the extent that it is deemed necessary for The Villanuevas to admit or deny those allegations, The Villanuevas deny same.

7. In answer to Paragraph 14, The Villanuevas admit to receiving letters and denies any Covenant violations.

8. In answer to Paragraph 15, The Villanuevas admit to receiving letters and denies any Covenant violations.

9. In answer to Paragraph 16, The Villanuevas deny the allegations contained therein.

10. In answer to Paragraph 17, The Villanuevas deny the allegations contained therein.

11. In answer to Paragraphs 18 through 23, The Villanuevas state that the allegations contained therein are directed to a defendant other than The Villanuevas and, therefore, The Villanuevas need not admit or deny the same. To the extent that it is deemed necessary for The Villanuevas to admit or deny those allegations, The Villanuevas deny same.

12. In answer to Paragraph 24, The Villanuevas deny the allegations contained therein.

13. In answer to Paragraph 25, The Villanuevas lack sufficient knowledge to either admit or deny and, therefore, denies same.

14. In answer to Paragraph 26, The Villanuevas state that the allegations contained therein are legal contentions and, therefore, they need not admit or deny those allegations. To the extent it is deemed necessary that The Villanuevas either admit or deny the allegations of Paragraph 26, The Villanuevas deny same and any Covenant violations.