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13 ATTORNEYS FOR PLAINTIFFS WYNOLA WATER DISTRICT, A CALIFORNIA
14 WATER DISTRICT, AND WYNOLA ESTATES HOMEOWNERS' ASSOCIATION,
15 INC., A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION**

18 **WYNOLA WATER DISTRICT, A**
19 **CALIFORNIA WATER DISTRICT; AND**
20 **WYNOLA ESTATES HOMEOWNERS'**
21 **ASSOCIATION, INC., A CALIFORNIA NON-**
22 **PROFIT MUTUAL BENEFIT CORPORATION,**

23 **PLAINTIFFS,**

24 **V.**

25 **MICHAEL YOUNG; KATHLEEN YOUNG;**
26 **AND DOES 1-25,**

27 **DEFENDANTS.**

28 **) CASE NO.:**

) VERIFIED COMPLAINT FOR
) TRESPASS AND INTERFERENCE
) WITH EASEMENT; BREACH OF
) EASEMENT; BREACH OF CC&Rs;
) BREACH OF RULES; QUIET TITLE;
) DECLARATORY RELIEF; AND
) INJUNCTIVE RELIEF

1 Plaintiffs Wynola Water District, a California Water District, and Wynola Estates
2 Homeowners' Association, Inc., a California Non-Profit Mutual Benefit Corporation
3 (collectively "the Plaintiffs") allege as follows:

4 **PARTIES**

5 1. Plaintiff Wynola Water District (District) is a California Water District
6 formed in 1969 pursuant to California Water District Law, Water Code section 34000 et
7 seq. and located in Santa Ysabel, California.

8 2. Plaintiff Wynola Estates Home Owners' Association, Inc. (HOA) is a
9 California Non-Profit Mutual Benefit Corporation located in Santa Ysabel, California.

10 3. Defendants Michael Young and Kathleen Young (collectively "the
11 Defendants" or "the Youngs") are the owners of real property located at 1405 Oak
12 Forrest Road, Santa Ysabel, California and more specifically described as APN 248-210-
13 21, Lot 63 of Wynola Estates Unit 2, Map 8337 filed in the Office of the Recorder of San
14 Diego County on July 15, 1976 (Young Property).

15 4. Plaintiffs are ignorant of the true names and capacities of defendants sued
16 herein as DOES 1-25, inclusive, and therefore sue these defendants by such fictitious
17 names. Plaintiffs will amend this complaint to allege their true names and capacities
18 when ascertained. Plaintiffs are informed and believe and thereon allege that each of the
19 fictitiously named defendants is responsible in some manner for the occurrences herein
20 alleged, and that plaintiffs' damages as herein alleged were proximately caused by such
21 defendants.

22 **JURISDICTION AND VENUE**

23 5. The jurisdiction of this court over the subject matter of this action is
24 predicated on Code of Civil Procedure section 410.10.

25 6. Venue is proper in this court because the real property at issue in this action
26 is located in the County of San Diego and all parties reside or are otherwise located in the
27 County of San Diego.

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FACTUAL ALLEGATIONS

7. Wynola Estates is a non-common interest development, consisting of eighty-six (86) separately owned residential lots (Wynola Estates or “the Subdivision”).

8. The Young Property is located within Wynola Estates and subject to the (i) Amended and Restated Declaration of Restrictions for Wynola Estates, recorded under Document 2010-0387158 in the Office of the County Recorder of San Diego County on July 30, 2010 (CC&Rs) and attached hereto as **Exhibit A** and fully incorporated by reference herein and (ii) Wynola Water District Rules and Regulations, revised October 28, 2013 and effective January 1, 2014 (Rules) and attached hereto as **Exhibit B** and fully incorporated by reference herein.

9. On or about December 21, 2005, defendants Michael and Kathleen Young, husband and wife as joint tenants, executed an Easement Grant Deed granting to the Wynola Water District an easement on the Young Property which was accepted by the Wynola Water District on January 17, 2006 and recorded under Document 2006-0175132 in the Office of the County Recorder of San Diego County on March 14, 2006 (Easement). The Easement is attached hereto as **Exhibit C** and fully incorporated by reference herein. (The Easement supersedes a prior unrecorded letter of agreement dated September 2003, signed by Tom and Martha Williams and attached as **Exhibit D** hereto, which has no effect whatsoever on Plaintiffs’ rights in the Easement against the Defendants.)

10. The Easement is made up of two parcels: “Parcel 1” and “Parcel 2.”

11. The Easement states that Parcel 1 contains:

“AN EASEMENT FOR A WATER WELL, APPURTENANCES, AND ACCESS THERETO, OVER, UNDER, ALONG AND ACROSS A 10.00 FOOT RADIUS CIRCULAR PARCEL OF LAND IN LOT 63 OF THE WYNOLA ESTATES UNIT NO. 2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 8337, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY....” (hereinafter “the Water Well and Appurtenances.”)

12. The Easement states that Parcel 2 contains:

1 “AN EASEMENT FOR INGRESS AND EGRESS, WATER
2 LINES, POWER AND OTHER UTILITY PURPOSES,
3 TOGETHER WITH THE RIGHT TO INSTALL AND
4 MAINTAIN SAME OVER, UNDER, ALONG, AND
5 ACROSS A 12.00 FOOT WIDE STRIP OF LAND...”
(hereinafter “the Access Road.”)

6 13. The CC&Rs expressly constitute covenants running with the land and are
7 expressly binding on all units and owners in the Subdivision.

8 14. The HOA is expressly charged with authority to enforce the CC&Rs
9 including under paragraph 27 which states: “The HOA shall have the right to enforce, by
10 any proceeding at law or in equity, all provisions, conditions, restrictions, covenants,
11 easements, reservations, liens and charges now or hereafter imposed by the CC&R
12 provisions, and/or rules and regulations. The remedies provided for herein are to be
13 considered cumulative and use of one remedy shall not preclude the use of any other.”
14 Further, “Each Lot owner, tenant, occupant, licensee, invitee or guest within the
15 Subdivision shall comply with the provisions of this Declaration, the rules and
16 regulations enacted by the HOA, and decisions and resolutions of the HOA or its duly
17 authorized representative.” Further, “Failure to comply with any such provisions,
18 decisions or resolutions shall be grounds for an action to recover sums due for damages,
19 for injunctive relief, for declaratory relief, for legal fees, or such other relief as is just and
20 proper.”

21 15. Under the CC&Rs, including paragraph 13, the HOA and District are
22 expressly given “the sole right to drill, maintain, and operate wells, pumps, tanks,
23 pipelines, and such facilities as are necessary to the operation of a water system to supply
24 the Subdivision.”

25 16. Paragraph 28 of the CC&Rs states, “Any judgment entered against a person
26 in violation of the provisions shall include reasonable attorney’s fees and all other costs
27 and expenses incurred by the person or entity enforcing these restrictions.”

28 17. Paragraph 25 of the CC&Rs states, “the HOA shall, in its sole discretion,
render interpretations of this Declaration.”

18. Additionally, the Rules provide procedures for the operation of the District

1 and for the water consumers of the District.

2 19. Under the Rules, the Wynola Water District Board of Directors shall have
3 the right to interpret the Rules and make decisions on any point of contention which is
4 not specifically addressed in the Rules including under paragraph X.

5 20. Under the Rules, paragraph XII, the District “shall have the right to enforce,
6 by any proceeding at law or in equity, all provisions, conditions, restrictions, covenants,
7 easements, reservations, liens and charges now or thereafter imposed.” Further, every
8 owner within the District “shall” comply with the Rules “and decisions and resolutions of
9 the Board or its authorized representative.” Further, failure to comply “shall be grounds
10 for an action to recover sums due for damages, for injunctive relief, for declaratory relief,
11 for legal fees, or such other relief as is just and proper.”

12 21. Under the Rules, paragraph XIII, the Rules are “covenants running with the
13 land” which bind all successors and assigns. Further, “Any judgment entered against a
14 person in violation of the provisions shall include reasonable attorney’s fees and all other
15 costs and expenses incurred by the person or entity enforcing [the Rules.]”

16 22. Under the Rules, paragraph VI, the District “is a small community system
17 that depends on Ground Water for its existence.”

18 23. Residents of Wynola Estates depend exclusively on ground water and do
19 not have access to other municipal water supplies for consumption, fire protection or
20 other vital water needs.

21 24. There are eleven (11) water wells within the Subdivision, five (5) of which
22 are active.

23 25. The five (5) active water wells within the Subdivision provide the exclusive
24 water supply for the Subdivision including all drinking water to the residents of the
25 Subdivision.

26 26. The water well at issue in this action is located on the Young Property
27 (WELL 11) provides approximately 50% of the water supply for the Subdivision.

28 27. All water wells within the Subdivision, except WELL 11, are protected,

1 secured and enclosed by an approximately 10 x 10 foot chain link fence (FENCE), which
2 Plaintiffs have determined provides the protection necessary to secure the Subdivision's
3 water wells and appurtenances thereto, including electrical utility service needed to
4 power the water wells, and ensures the community's safe and reliable water supply.

5 28. Despite repeated requests by Plaintiffs that Defendants allow Plaintiffs or
6 Plaintiffs' contractors to secure WELL 11 and any appurtenances thereto, including
7 active electrical utility service necessary to run WELL 11, with the same or similar
8 FENCE as all other water wells in the Subdivision, Plaintiffs have refused and continue
9 to refuse to allow such FENCE thereby violating the terms of the Easement, the CC&Rs,
10 and the Rules.

11 29. On or about June 22, 2018, the Plaintiffs and contractors in their employ
12 attempted to install the FENCE around WELL 11 on the Easement. Upon arrival,
13 Defendants contacted the Sheriff's Department and prevented Plaintiffs from entering the
14 Easement and constructing the required FENCE.

15 30. The Youngs have repeatedly ignored Plaintiffs' demands for compliance
16 including Plaintiffs' prelitigation demand letter dated July 9, 2018, with delivery
17 confirmed via Certified Mail Return Receipt Requested, requesting mediation and
18 resolution within 30 days to avoid the filing of this legal action in San Diego Superior
19 Court.

20 31. The Youngs continue to refuse to allow the FENCE around WELL 11
21 despite being placed on notice that their refusal is jeopardizing the District's liability
22 insurance policy with the Association of California Water Agencies Joint Powers
23 Insurance Authority, which has indicated that WELL 11 is to be "secured in the same
24 manner as the other well sites" within the Subdivision.

25 32. The Youngs continue to refuse to allow the FENCE around WELL 11
26 despite being placed on notice that SDG&E has expressed serious concerns about the
27 lack of proper enclosure of electrical equipment which would also be secured by the
28 FENCE.

1 33. The Youngs continue to refuse to allow the FENCE around WELL 11
2 despite a complaint filed with the County of San Diego, Department of Environmental
3 Health (DEH) on or about July 15, 2018, attached as **Exhibit E** as redacted by DEH, that
4 “someone was pouring something, maybe rat poison, maybe cyanide” into WELL 11.

5 34. The Youngs have intentionally and maliciously caused a trespass onto
6 Plaintiffs’ Easement including by prohibiting Plaintiffs from placing the FENCE around
7 WELL 11, and willfully and maliciously continue to jeopardize the water supply of all
8 residents and guests of Wynola Estates in breach of their covenants and obligations
9 including under the Easement, the CC&Rs, and the Rules.

10 35. Plaintiffs are informed and believe and thereon allege at all times
11 mentioned, each defendant was the agent of each of the remaining defendants, and in
12 doing the things hereinafter alleged, was acting within the course and scope of such
13 agency and with the permission and consent of their codefendants.

14 **FIRST CAUSE OF ACTION**

15 **TRESPASS AND INTEREFENCE WITH EASEMENT**

16 **(Against All Defendants)**

17 36. Plaintiffs reallege and incorporate by reference the allegations set forth
18 above in Paragraphs 1 through 35, inclusive, as though set forth in full herein.

19 37. The Easement permits Plaintiffs to enter onto the Young Property and
20 install the FENCE around WELL 11 including ingress and egress thereto.

21 38. On or about June 22, 2018, the Plaintiffs and contractors in its employ
22 attempted to install the FENCE around WELL 11 on the Easement. Upon arrival,
23 Defendants contacted the Sheriff’s Department and prevented Plaintiffs from entering the
24 Easement and constructing the required FENCE. This event caused Plaintiffs to incur
25 damages including for payment due to the Plaintiffs’ contractor.

26 39. Defendants’ actions constitute a willful and malicious trespass on
27 Plaintiffs’ Easement.

28 40. Defendants’ actions constitute a willful and malicious interference with

1 Plaintiffs' Easement.

2 41. Defendants knowingly, intentionally, willfully and maliciously have
3 interfered with and obstructed, and continue to interfere with and obstruct, Plaintiffs'
4 property rights in the Easement.

5 42. Defendants' willful and malicious actions continue to jeopardize the water
6 supply of all residents, guests and individuals of Wynola Estates in breach of Defendants'
7 covenants and obligations including under the Easement, CC&Rs and Rules.

8 43. As a direct and proximately result of the Defendants' actions, WELL 11
9 and all appurtenances thereto, including electrical utility service equipment necessary to
10 run WELL 11, are not properly secured in conscious disregard of public safety including
11 the water needs of the owners and guests of Wynola Estates who are entirely dependent
12 on well water for human consumption and fire safety.

13 44. As a result of Defendants' malicious conduct, Plaintiffs are entitled to
14 punitive damages.

15 45. As a direct and proximately result of the Defendants' actions, Plaintiffs
16 have and continue to incur damages in an amount to be proven at trial including but not
17 limited to attorneys' fees and costs in prosecuting this action.

18 **SECOND CAUSE OF ACTION**

19 **BREACH OF EASEMENT**

20 **(Against All Defendants)**

21 46. Plaintiffs reallege and incorporate by reference the allegations set forth
22 above in Paragraphs 1 through 45, inclusive, as though set forth in full herein.

23 47. The Easement permits Plaintiffs to enter onto the Young Property and install
24 the FENCE around WELL 11 including ingress and egress thereto.

25 48. On or about June 22, 2018, the Plaintiffs and contractors in its employ
26 attempted to install the FENCE around WELL 11 on the Easement. Upon arrival,
27 Defendants contacted the Sheriff's Department and prevented Plaintiffs from entering the
28 Easement and constructing the required FENCE. This event caused Plaintiffs to incur

1 damages including for payment due to the Plaintiffs' contractor.

2 49. Defendants' actions constitute a breach of Plaintiffs' Easement.

3 50. Defendants knowingly, intentionally, willfully and maliciously have
4 interfered with and obstructed, and continue to interfere with and obstruct, Plaintiffs'
5 property rights in the Easement.

6 51. Defendants' willful and malicious actions continue to jeopardize the water
7 supply of all residents, guests and individuals of Wynola Estates in breach of Defendants'
8 covenants and obligations including under the Easement.

9 52. As a direct and proximately result of the Defendants' actions, WELL 11 and
10 all appurtenances thereto, including electrical utility service equipment necessary to run
11 WELL 11, are not properly secured in conscious disregard of public safety including the
12 water needs of the owners and guests of Wynola Estates who are entirely dependent on
13 well water for human consumption and fire safety.

14 53. As a direct and proximately result of the Defendants' actions, Plaintiffs
15 have and continue to incur damages in an amount to be proven at trial including but not
16 limited to attorneys' fees and costs in prosecuting this action.

17 **THIRD CAUSE OF ACTION**

18 **BREACH OF CC&Rs**

19 **(Against All Defendants)**

20 54. Plaintiffs reallege and incorporate by reference the allegations set forth
21 above in Paragraphs 1 through 53, inclusive, as though set forth in full herein.

22 55. The Young Property is located within Wynola Estates and Defendants are
23 bound by the CC&Rs.

24 56. Under the CC&Rs, the HOA is expressly charged with authority to enforce
25 all provisions, conditions, restrictions, covenants, and easements on behalf of Plaintiffs.

26 57. Under the CC&Rs, the HOA and District are expressly given the sole right
27 to maintain and operate water wells within the Subdivision and any such facilities as are
28 necessary to protect the Subdivision's water supply.

1 58. Plaintiffs have determined the FENCE is necessary to protect the water
2 wells and appurtenances thereto and require the same FENCE around every water well
3 within the Subdivision.

4 59. Defendants refusal to allow the FENCE around WELL 11 constitutes a
5 breach of the CC&Rs.

6 60. As a direct and proximately result of the Defendants' breach of the CC&Rs,
7 WELL 11 and all appurtenances thereto, including electrical utility service equipment
8 necessary to run WELL 11, are not properly secured in conscious disregard of public
9 safety including the water needs of the owners and guests of Wynola Estates who are
10 entirely dependent on well water for consumption and fire safety.

11 61. As a direct and proximately result of the Defendants' actions, Plaintiffs
12 have and continue to incur damages in an amount to be proven at trial including but not
13 limited to attorneys' fees and costs in prosecuting this action.

14 **FOURTH CAUSE OF ACTION**

15 **BREACH OF RULES**

16 **(Against All Defendants)**

17 62. Plaintiffs reallege and incorporate by reference the allegations set forth
18 above in Paragraphs 1 through 61, inclusive, as though set forth in full herein.

19 63. The Young Property is located within Wynola Estates and Defendants are
20 bound by the Rules.

21 64. Under the Rules, the District shall have the right to enforce, by any
22 proceeding at law or in equity, all provisions, conditions, restrictions, covenants,
23 easements on behalf of Plaintiffs.

24 65. Under the Rules, Plaintiffs are expressly given the sole right to maintain
25 and operate water wells within the Subdivision and any such facilities as are necessary to
26 protect the Subdivision's water supply.

27 66. Plaintiffs have determined the FENCE is necessary to protect the water
28 wells and appurtenances thereto and require the same FENCE around every water well

1 within the Subdivision.

2 67. Defendants refusal to allow the FENCE around WELL 11 constitutes a
3 breach of the Rules.

4 68. As a direct and proximately result of the Defendants' breach of the Rules,
5 WELL 11 and all appurtenances thereto, including electrical utility service equipment
6 necessary to run WELL 11, are not properly secured in conscious disregard of public
7 safety including the water needs of the owners and guests of Wynola Estates who are
8 entirely dependent on well water for consumption and fire safety.

9 69. As a direct and proximately result of the Defendants' actions, Plaintiffs
10 have and continue to incur damages in an amount to be proven at trial including but not
11 limited to attorneys' fees and costs in prosecuting this action.

12 **FIFTH CAUSE OF ACTION**

13 **QUIET TITLE**

14 **(Against All Defendants)**

15 70. Plaintiffs reallege and incorporate by reference the allegations set forth
16 above in Paragraphs 1 through 69, inclusive, as though set forth in full herein.

17 71. Defendants own the Young Property.

18 72. Defendants granted Plaintiffs an Easement on the Young Property for the
19 Water Well and Appurtenances.

20 73. Defendants granted Plaintiffs an Easement on the Young Property for the
21 Access Road.

22 74. Plaintiffs seek to quiet title in the Easement including their right to
23 construct a FENCE around WELL 11 and all appurtenances thereto, including electrical
24 utility service equipment necessary to run WELL 11.

25 75. As a direct and proximately result of the Defendants' actions, Plaintiffs
26 have and continue to incur damages in an amount to be proven at trial including but not
27 limited to attorneys' fees and costs in prosecuting this action.

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1 **SIXTH CAUSE OF ACTION**

2 **DECLARATORY RELIEF**

3 **(Against All Defendants)**

4 76. Plaintiffs reallege and incorporate by reference the allegations set forth
5 above in Paragraphs 1 through 75, inclusive, as though set forth in full herein.

6 77. Defendants own the Young Property.

7 78. Defendants granted Plaintiffs an Easement on the Young Property for the
8 Water Well and Appurtenances.

9 79. Defendants granted Plaintiffs an Easement on the Young Property for the
10 Access Road.

11 80. An actual controversy exists over Plaintiffs right to construct a FENCE
12 around WELL 11 and all appurtenances thereto, including electrical utility service
13 equipment necessary to run WELL 11.

14 81. Plaintiffs contend they have the right to construct a FENCE around Well 11
15 and all appurtenances thereto, including electrical utility service equipment necessary to
16 run WELL 11, which Defendants dispute.

17 82. Plaintiffs desire a judicial determination of their rights and duties and a
18 declaration as to whether they have a right to construct the FENCE around WELL 11
19 and all appurtenances thereto, including electrical utility service equipment necessary to
20 run WELL 11, under the terms of Easement, CC&Rs, and Rules.

21 83. A judicial determination is necessary and appropriate at this time so that
22 Plaintiffs may ascertain their rights and duties with regard to protecting the water supply
23 needs and safety of the owners and guests and individuals of Wynola Estates.

24 84. A judicial determination is also necessary and appropriate at this time in the
25 event Defendants again contact the Sheriff's Department upon Plaintiffs' lawful attempts
26 to exercise their rights under the Easement.

27 85. As a direct and proximately result of the Defendants' actions, Plaintiffs
28 have and continue to incur damages in an amount to be proven at trial including but not

1 limited to attorneys' fees and costs in prosecuting this action.

2 **SEVENTH CAUSE OF ACTION**

3 **INJUNCTIVE RELIEF**

4 **(Against All Defendants)**

5 86. Plaintiffs reallege and incorporate by reference the allegations set forth
6 above in Paragraphs 1 through 85, inclusive, as though set forth in full herein.

7 87. Plaintiffs seek injunctive relief on all causes of action thereby prohibiting
8 Defendants from interfering with Plaintiffs' rights under the Easement including
9 Plaintiffs' construction of a FENCE around WELL 11 and all appurtenances thereto such
10 as electrical utility service equipment necessary to run WELL 11.

11 88. As a direct and proximately result of the Defendants' actions, Plaintiffs
12 have and continue to incur damages in an amount to be proven at trial including but not
13 limited to attorneys' fees and costs in prosecuting this action.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiffs pray for judgment against Defendants as follows:

16 1. For damages, the total of which is not yet known, but in an amount to be
17 proven at trial, for trespass and interference with Plaintiffs' Easement;

18 2. For damages, the total of which is not yet known, but in an amount to be
19 proven at trial, for breach of the Easement;

20 3. For damages, the total of which is not yet known, but in an amount to be
21 proven at trial, for Defendants' breach of the CC&Rs;

22 4. For damages, the total of which is not yet known, but in an amount to be
23 proven at trial, for Defendants' breach of the Rules;

24 5. For punitive damages for Defendants' willful and malicious actions
25 including intentional trespass on Plaintiffs' property rights in the Easement which has
26 jeopardized and continues to jeopardize the safe and reliable water supply to all residents,
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1 guests and individuals of Wynola Estates.

2 6. For judgement that Plaintiffs have the right to access the Easement on the
3 Young Property including for purposes of installing and maintaining all facilities
4 necessary for the operation of the water supply system for Wynola Estates including but
5 not limited to installing a 10 x10 foot chain link FENCE around WELL 11 and all
6 appurtenances thereto such as the electrical utility service equipment necessary to run
7 WELL 11;

8 7. For a declaration that Plaintiffs have the right to access the Easement on the
9 Young Property including for purposes of installing and maintaining all facilities
10 necessary for the operation of the water supply system for Wynola Estates including but
11 not limited to installing a 10 x 10 foot chain link FENCE around WELL 11 and all
12 appurtenances thereto such as the electrical utility service equipment necessary to run
13 WELL 11;

14 8. For an injunction prohibiting Defendants from interfering with Plaintiffs'
15 rights in the Easement including Plaintiffs' or Plaintiffs' agent's construction of a
16 FENCE around WELL 11 and all appurtenances thereto such as the electrical utility
17 service equipment necessary to run WELL 11;

18 9. For Plaintiffs' costs of suit;

19 10. For Plaintiffs' attorneys' fees including under the terms of CC&Rs and
20 Rules; and

21 11. For interest on all such damages at the maximum rate allowed by law from
22 the time Plaintiffs incurred the costs and damages; and

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12. Any further relief the court deems proper.

DATE: *September 14, 2018*

ENVIRONMENTAL LAW GROUP LLP

BY: 
JANA MICKOVA WILL
ATTORNEYS FOR PLAINTIFFS
WYNOLA WATER DISTRICT, A
CALIFORNIA WATER DISTRICT, AND
WYNOLA ESTATES HOMEOWNERS'
ASSOCIATION, INC., A CALIFORNIA
NON-PROFIT MUTUAL BENEFIT
CORPORATION

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VERIFICATION

I, Tim Taschler, am the Director of plaintiff Wynola Water District, a California Water District, and President of plaintiff Wynola Estates Homeowners' Association, Inc., a California Non-Profit Mutual Benefit Corporation, in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in WYNOLA, California, this 14 day of September 2018.

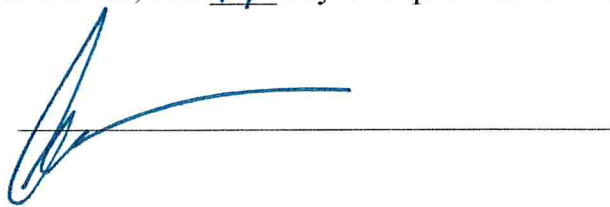


EXHIBIT A

18
22P
3W
2007

DOC # 2010-0387158


JUL 30, 2010 12:07 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 110.00 WAYS: 3

PAGES: 22

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Wynola Estates Homeowners' Association, Inc.
P.O. Box 193
Santa Ysabel, California 92070



(Above Space for Recorder's Use)

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR
WYNOLA ESTATES

A Non-Common Interest Residential Development

RESTATED AND AMENDED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS is made on the day and year hereafter written, by the owners of Lots within Wynola Estates, and the Wynola Estates Homeowners' Association, Inc. ("HOA"), a California Non-Profit Mutual Benefit Corporation, with reference to the following Recitals which shall be deemed to be part of and incorporated into this Declaration by this reference.

RECITALS

- A. This "Second Amended and Restated Declaration of Restrictions" pertains to the real property described in Exhibit A (hereafter "Wynola Estates").
- B. Wynola Estates was developed in three (3) phases (Units No.1, No. 2 and No. 3) as a non-common interest development (hereafter "Subdivision"), and consists of eighty-six (86) Residential Lots (hereafter "Lots" or "Separate Interests").
- C. Ownership within the Subdivision is currently subject to the certain covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth in the following documents recorded in the Office of the County Recorder of San Diego County:
1. The Declaration of Restrictions for Wynola Estates Unit No.1, recorded April 3, 1970, at File/Page No. 58629;
 2. The Declaration of Restrictions for Wynola Estates Unit No.2, recorded September 28, 1976, at File/Page No. 76-239926;
 3. The Declaration of Restrictions for Wynola Estates Unit No.3, recorded December 14, 1981, at File/Page No. 81-391094;

4. An "Amended and Restated Declaration of Restrictions for Wynola Estates" for Unit 1 and Unit 2 was recorded March 21, 2003, at File/Page No. 2003-0317219;
5. Any other amendments or documents that may appear of Record, all in the Official Records of the County Records of San Diego County.

D. The HOA now desires to amend and restate the Amended and Restated Declaration of Restrictions for Wynola Estates Units 1 and Unit 2 and to amend and restate the Original Declaration of Restrictions for Wynola Estates Unit 3 and replace each of the three Declarations of Restrictions in their entirety with this Second Amended and Restated Declaration of Restrictions ("Declaration"). The HOA further desires that, upon Recording this Declaration, all lots contained within the Subdivision described as Wynola Estates Unit 1, Unit 2 and Unit 3 shall be subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens, charges, and other terms and provisions contained herein, and that this Declaration take the place of and relate back in time to the Recording of the Original Declarations for each of the three Units of Wynola Estates.

E. The Amended and Restated Declaration of Restrictions for Units No. 1 and 2, in Article 26, provides that it may be amended by the vote of 4/5 of the Board of Directors of Wynola Water District sitting as the Control Committee for Wynola Estates, or if the Board refuses to act as the Control Committee, by five lot owners appointed by the Board until the election of their successors by a vote of owners of Lots within the Subdivision.

F. The Board of Directors of the Wynola Water District relinquished authority for the Control Committee by a resolution duly passed on October 16, 2004, and appointed five (5) Lot owners as the Control Committee who thereafter served until the election of their successors by owners of Lots within the Subdivision.

G. On October 14, 2006, the Control Committee duly passed a resolution changing its name to: "The Wynola Estates Homeowners' Association" ("HOA").

H. On March 23, 2010, the HOA became a California Non-Profit Mutual Benefit Corporation.

I. As used within this Declaration, "The Wynola Estates Homeowners' Association" ("HOA") means the Board of Directors of the HOA.

J. The Original Declaration for Unit No. 3, in Article 29, provides that it may be amended by the written consent of sixty-six and two-thirds percent (66 2/3%) or more of the owners of lots in Unit No. 3.

K. The requisite proofs of approval of this Second Restated and Amended Declaration are attached hereto.

COVENANTS, CONDITIONS, AND RESTRICTIONS

NOW, THEREFORE, the undersigned hereby declare that all of Units 1, 2, and 3 of the Subdivision previously have been and hereafter shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in this Declaration, as the same may be amended from time to time, all of which are declared and agreed to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Lots. All provisions of this Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the Lots in Units 1, 2, and 3 of the Subdivision, and shall be binding on and for the benefit of all of Units 1, 2, and 3 and all parties having or acquiring any right, title, or interest in all or any part of the Units, including the heirs, executors, administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of a Separate Interest.

1. LOT SPLITTING. No Lot shall be subdivided. Lot "splitting" is expressly

prohibited, provided, however, Lot 75 may be divided into two Lots if approved by the County of San Diego and if neither parcel has an area less than 2 and 1/2 acres.

2. LOT USE. Lots shall be used only for single-family residential purposes.

Lots and the structures on them may not be used for business, commercial, industrial and/or institutional uses that are inconsistent with zoning laws affecting the property. In addition, no Lot use can be objectionable as to sight, smell, sound, or health and safety.

Residential use is restricted to one single-family dwelling per Lot, and, when previously approved by the HOA, to one detached guest house of not more than 750 square feet, which may be constructed in conjunction with a residence or added later. No guest house shall be rented separate from the main residence. No multiple unit or multiple family dwellings may be constructed or installed. No buildings or other structures may be constructed or erected prior to the construction of a permanent residence.

Providing living quarters to a domestic servant or health care provider in return for services rendered to the property owner is acceptable. However, operation of a guest house or use of one or more rooms in the main residence as a "Bed and Breakfast" or equivalent, is prohibited.

Commercial buildings on Lots 1, 42, and 43 consistent with San Diego County zoning ordinances are allowed and may be constructed without a residence, subject to prior architectural review and approval by the HOA, as set forth in paragraphs 20 and 21.

3. SETBACK RESTRICTIONS. No building shall be constructed closer than 50 feet to the nearest Lot boundary. This restriction shall not apply to Lot boundaries that are on the exterior of the Subdivision. This restriction may be waived by the HOA on Lots 1, 42, and 43, provided however, that portion of Lot 43 which is opposite Lot 41 shall have a set-back of 75 feet, and there shall be no entrance across said set-back. A setback of less than 50 feet may be approved by the HOA for these and all other Lots if (i) the HOA finds that it is justified because of the width of the Lot; the steepness of the terrain; or the Lot owner's desire to preserve rock outcroppings, trees, or other physical amenities of the Lot or adjacent Lot(s); and (ii) reasonable consideration has been given to the wishes of the adjacent Lot owners.

4. BUILDING SIZE. No principal permanent residence shall be constructed which has a total floor area, exclusive of porches, patios, garages, exterior stairways and landings,

of less than 1,250 square feet. No building may exceed two stories in height; however, this height restriction may be waived by the HOA for a dwelling to be constructed on a hillside or on Lots 1, 42 and 43. Except for Lots 1 through 41 inclusive, on which a permanent residence without a garage exists as of the date of the recording of this amended Declaration, every dwelling shall include a completely enclosed garage not less than 22 x 22 feet in size.

5. ADDITIONAL PERMANENT, TEMPORARY, AND MOVABLE STRUCTURES.

All permanent structures require prior approval by the HOA in accordance with Paragraph 20. Examples of permanent structures include, but are not limited to, pool houses, recreational buildings, guest houses, gazebos, storage sheds, barns, horse shelters, animal enclosures, tool sheds, carports, and firewood storage sheds.

Stand-alone cell phone towers are not permitted within the boundaries of the Subdivision, unless approved by a written waiver from the HOA in accordance with the provisions of paragraph 32 herein.

All structures of a temporary or movable nature are subject to prior approval of the HOA. Such structures must be removed from a Lot within 30 days of placement on the property, unless approved by the HOA for a longer duration of specified length. If the temporary or movable structure is being used in conjunction with the construction of a main residence or guest house, it must be removed from the Lot within 30 days following the completion of the construction, unless approved for a longer duration by the HOA. Examples of temporary structures include, but are not limited to, outhouses, construction sheds, storage sheds, and dumpsters.

6. CONSTRUCTION MATERIAL. All construction shall be of quality materials and shall be architecturally compatible with the existing standard of construction in the Subdivision. The exterior of all buildings shall be painted, stained, or otherwise finished immediately upon completion. Mobile homes are not allowed.

7. FENCING. Fencing in the Subdivision is generally discouraged, as being inconsistent with the desire to maintain the open and rural ambiance of the community. No fence or other similar structure shall be constructed unless specifically approved in writing by the HOA. As much as practical, all fencing shall retain the rural, rustic, open character of the

Subdivision, and shall allow for the movement of wildlife across the Lot.

No fence shall consist of barbed wire, except on Lot boundaries that are on the perimeter of the Subdivision. Except on the exterior of the Subdivision, no fences shall be constructed on or immediately adjacent to a Lot boundary. Other fences shall be limited to fences for gardens, dog runs, swimming pools, horse corrals, and/or fences to help shield from public view objects, such as a propane tank or recreational vehicle.

As much as practical, all fences shall be restricted to the area between the house and the rear of the Lot and the 50 foot setback lines on the sides of the Lot. The construction of such fences shall be appropriate to the intended use. Every effort shall be made to keep such fences as inconspicuous as possible by limiting their size and location. The HOA may find, as a condition of approval, that plantings are required to shield such a fence either wholly or partly.

All fences and similar structures must be kept in good repair and maintained in an attractive condition. If painted, a fence shall be painted an earth-tone color.

This restriction shall not apply to property or easements created, granted, reserved or otherwise acquired for the benefit of the Wynola Water District, or its successor in interest. However, even in these instances, the spirit of this Section shall be observed as much as practicable.

8. OUTSIDE LAVATORIES. Except for temporary use during construction of a permanent residence, no outside lavatories shall be permitted. All lavatories shall be built in the interior of the buildings and shall be connected with a sewer or sanitary septic tank.

9. TREES AND SHRUBBERIES. Natural trees and shrubbery shall be protected in every way possible. However, reasonable clearing of said trees and shrubbery shall be permitted when expressly necessary for building and road construction. Plants and trees constituting a possible health, safety, or fire hazard, must be removed, if practical, and kept from all Lots. Landscaping with native plants and shrubs is encouraged when it is felt desirable to supplement the natural vegetation. However, any plants between the setback lines and Lot boundary shall be random plantings. Just as Lot lines may not be fenced, they may not be emphasized by plantings, staking, or otherwise. Lot corner stakes extending up to two feet above the ground are allowed.

10. DRIVEWAYS. Private driveways on all Lots shall be constructed so as to be passable in all seasons, and said driveways shall not be used or maintained so as to create a nuisance, such as excessive dust, or to be unsightly in appearance. All driveway construction or alterations must receive prior approval from the HOA as to placement, gradation, and materials.

11. VEHICLES ON LOTS. Only vehicles used (i) for private, personal use, and (ii) one pickup truck, van, or other work vehicle of similar size used outside the Subdivision in the Lot owner's business, may be kept on a Lot. Any other vehicles on the property are subject to approval by the HOA, based on the visibility of the vehicles from neighboring Lots and public roads.

All vehicles, including trailers, on Lots shall be in operating condition. All vehicles shall be parked as unobtrusively as possible. Subject to any over-riding authority of local law, vehicles shall not be parked overnight within the boundaries of the road easements.

No vehicles may be repaired, serviced, disassembled, nor component parts removed or stored, on any Lot in public view or in view of adjoining Lots for more than 72 hours.

Trailers, campers, recreational vehicles, or motorhomes owned/leased/rented by one or more guest(s) of the Lot resident may be kept on a Lot for a period not to exceed a total of thirty days for all such vehicles in any one calendar year.

12. BILLBOARDS OR SIGNS. Except as hereinafter provided, no billboards or signs of any kind shall be erected, maintained or permitted to remain on any Lot or any common or shared spaces of the Subdivision for more than 24 hours. However, the owner of any Lot or his agent may erect on a Lot a temporary sign not larger than two feet by three feet on a Lot indicating that specific Lot is for sale or rent.

13. DRILLING AND WATER SUPPLY. No drilling, oil development operation, oil refining or mining operations of any kind shall be permitted upon any Lot nor shall oil wells, water wells, tanks, tunnels, mining excavations, or shafts be permitted on any Lot, except that an underground water storage tank, constructed in accordance with specifications required by the Wynola Water District, and appropriately landscaped to conceal its location and purpose, is permitted. No derrick or other structure designed for use for boring for water, oil, or natural gas shall be erected or maintained or permitted on any Lot. No Lot may have its

own independent water system.

The restrictions set forth in this Declaration of Restrictions shall not apply to the water system and facilities of the Wynola Water District, or its successors in interest, which is expressly given the sole right to drill, maintain and operate wells, pumps, tanks, pipelines, and such facilities as are necessary to the operation of a water system to supply the Subdivision. Every dwelling must be connected to the water system of the Wynola Water District.

14. DRAINAGE. Each owner of a Lot will permit free access by owners of adjoining Lots to natural drainageways located on his property which affect said adjoining Lots, when such access is essential for the maintenance of the drainageways for the protection of property other than the Lot on which the drainageway is located. No owner of a Lot will interfere with the established drainage pattern over his Lot from adjoining or other Lots unless adequate provision for proper drainage is made in the event it is necessary to change the established drainage over his Lot.

15. PETS, HORSES AND OTHER ANIMALS. Up to four ordinary domesticated household pets and up to two horses may be kept on Lots if no objectionable noise, odors, or other nuisances are created and such animals are restricted to the owner's premises. When not on the owner's Lot, dogs shall be kept on a leash. Persons desiring to enter the Lots of others, including, for example, horseback riders, shall obtain permission in advance from the affected Lot owners. Under no circumstances may any animals be kept on a Lot for commercial purposes. Other animals may be permitted only if determined by the HOA to be unobjectionable and non-impacting, using the guidelines as provided in paragraph 32 herein. Outdoor enclosures for all animals shall be constructed and located to be as concealed as possible from the street and from neighboring lots.

16. GARBAGE AND OUTDOOR BURNING. Except during construction, no trash receptacle of any kind shall be routinely kept in public view. No debris, garbage, or trash may be dumped or allowed to accumulate on any Lot. No outdoor burning of trash or garbage shall be permitted, except that brush resulting from clearing operations may be burned and incinerators may be used, subject to compliance with State, County, and local law. Burn piles shall be located as unobtrusively as practical and shall be burned as soon as a fire permit is

available. The foregoing shall not be interpreted to prohibit outdoor cooking.

17. NO NUISANCE. It is recognized that occasional annoyances of neighbors may be unavoidable. Property owners should make every effort to minimize all nuisances and annoyances, and should attempt to resolve any disputes directly with their neighbors. The HOA will deal only with situations involving violations of these Covenants, Conditions, and Restrictions. Residents should contact appropriate authorities in such matters as disturbing the peace, discharge of firearms, unsafe driving, suspected illegal activity in the residence, zoning and health code violations, etc.

All persons within the Subdivision shall make every reasonable effort to keep noise to a minimum. This shall apply to owners, renters, guests, and the general public. Essential implements such as mowers, power saws, etc., shall be operated as quietly as possible but only between the hours of 7AM to 10PM on weekdays and 8AM to 10PM on weekends and holidays.

18. PERIODIC INSPECTIONS. The HOA, or its designated representative(s), shall periodically inspect all Lots in the Subdivision to determine if there are any violations of the restrictions. The HOA shall conduct its periodic inspection from the public roads.

19. THE HOA. All Lot owners are eligible for membership in the HOA. When voting on matters related to this Declaration, there shall be a maximum of one vote per Lot. The HOA shall have the authority to enforce these Restrictions. The number, term of office, powers, offices, and all other matters regarding the HOA shall be governed by this Declaration and by the Bylaws of the HOA. In the event of any conflict between this Declaration and said Bylaws, this Declaration shall govern. By their signatures as Declarants at the end of this Declaration, the HOA agrees to serve as such and accepts all the responsibilities pertaining thereto.

20. APPROVAL OF PLANS. No construction, including alterations and improvements, shall take place on any Lot until the plans and specifications (including, but not limited to, plot plan, floor plans, elevations, details of construction, outside color samples, fence and wall layout with details, driveways, parking areas and drainage plans, all drawn to scale) have been approved by the HOA according to the following procedure.

The plans shall be presented in duplicate to a member of the HOA, who will log receipt of the plans and will then deliver them to the President of the HOA, or his/her designated representative. The President and at least two other members of the HOA, or at least three of their designated representatives, shall review and approve or disapprove the plans with respect to compliance with this Declaration. All such requests for approval of plans must be accompanied by a reasonable fee established by the HOA. The HOA's approval or disapproval shall be in writing. One set of the plans shall be signed and returned to the Lot owner. The other set of the plans shall be retained by the Secretary for the HOA's files for a period of at least one year after the completion of the construction.

If the HOA fails to approve or disapprove any such plans and specifications within thirty (30) days after all necessary documents have been received by it, the Lot owner requesting said approval may submit a written notice via certified mail, return receipt requested, to the HOA advising the same of its failure to act. If the HOA fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of said notice from the Lot owner, said plans and specifications shall be deemed approved and the related covenants shall be deemed to have been fully complied with.

21. DILIGENCE IN CONSTRUCTION REQUIRED. The work of constructing any structure shall be prosecuted diligently from the commencement thereof, and shall be completed within a reasonable time in accordance with the requirements contained in these provisions. No outbuilding shall be completed prior to the completion of the main dwelling, except that temporary working quarters may be erected for workmen engaged in building a main dwelling on the premises, but such temporary working quarters shall be removed as soon as the dwelling is completed.

22. PROPERTY MAINTENANCE. All Lots and structures thereon must be kept in good repair and well-maintained.

23. EQUIPMENT. Equipment such as satellite dishes, propane tanks, solar panels, pool equipment, and other devices shall be situated as unobtrusively as possible. Use of landscaping and earth-tone painting is encouraged. Placement should be such as to minimize visibility from adjacent properties.

24. NO LIABILITY OF HOA MEMBERS. In discharging its duties, the HOA acts on behalf of and as representative of the Lot owners. No HOA member shall be individually or personally liable or obligated for performance or failure of performance of such duties unless he/she acts in bad faith.

25. INTERPRETATIONS. As circumstances require, the HOA shall, in its sole discretion, render interpretations of this Declaration. Such interpretations shall be with regard to intent, the meaning of specific words or phrases, or the application of the Declaration to situations not specifically delineated in the Declaration. Such interpretations shall be in writing, they shall be kept on file by the HOA, and they shall be used as guidance in dealing with subsequent situations requiring interpretations of the Declaration. All such interpretations shall have the full force and effect of these Covenants, Conditions, and Restrictions (CC&Rs).

26. AMENDMENTS. The HOA can amend any portion or section of these declarations by a 4/5 vote of the HOA. However, such amendments may not take effect until all Lot owners have been notified in writing of the proposed amendment. All Lot owners will have 30 days from notification to protest in writing the proposed change. If five (5) written protests are received by the HOA by the identified due date, a public hearing must be held. If a hearing is required, a 15 day notice must be given to all Lot owners. The hearing will be held at a time and place to be established by the HOA, with a concern to ensure maximum participation by Lot owners. At the hearing, all Lot owners in attendance shall be given reasonable opportunity to present their views on the issue, before the HOA makes its final decision.

27. ENFORCEMENT OF COVENANTS AND RESTRICTIONS. The HOA shall have the right to enforce, by any proceeding at law or in equity, all provisions, conditions, restrictions, covenants, easements, reservations, liens and charges now or hereafter imposed by the CC&R provisions, and/or rules and regulations. The remedies provided for herein are to be considered cumulative and the use of one remedy shall not preclude the use of any other. The HOA shall have the power to establish fines for violations of the provisions of this Declaration, and to collect the same in a legal proceeding. The amount and payment terms of such fines shall be in accordance with the Bylaws and other pronouncements as the

HOA may establish from time to time, in its sole discretion. Parties must use their best efforts to resolve matters informally, including use of alternative dispute resolution, prior to institution of legal action, provided, however, that in cases of emergency, immediate legal action is appropriate.

Each Lot owner, tenant, occupant, licensee, invitee or guest within the Subdivision shall comply with the provisions of this Declaration, the rules and regulations enacted by the HOA, and decisions and resolutions of the HOA or its duly authorized representative. Each Lot owner shall be responsible for insuring that his or her tenant, occupant, licensee, invitee or guest within the Subdivision complies with the terms of the Declaration. Failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due for damages, for injunctive relief, for declaratory relief, for legal fees, or such other relief as is just and proper.

28. EFFECTS OF COVENANTS AND RESTRICTIONS. These conditions and restrictions shall operate as covenants running with the land. Every conveyance of said property is and shall hereafter be made and accepted and the Subdivision is and shall hereinafter be granted only upon and subject to the expressed provisions, restrictions, and covenants herein referred to and shall bind the parties hereto and their heirs, devisees, legatees, executors, administrators, successors, and assigns. Such restrictions and covenants are imposed upon the Subdivision as an obligation or charge against the same for the benefit of each and every Lot. The HOA or any owner of lands subject to these restrictions may enjoin any breach of these covenants and restrictions.

It is the intention that the remedy of enforcement of this general plan of covenants and restrictions shall be an action to stop or prevent the violation of the provisions, or by an action for damages, or for both. Such action or actions shall inure to and pass with each and every one of the Lots in the Subdivision for the mutual benefit of subsequent owners. Any judgment entered against a person in violation of the provisions shall include reasonable attorney's fees and all other costs and expenses incurred by the person or entity enforcing these restrictions.

29. TERM OF CONDITIONS AND RESTRICTIONS. The covenants and restrictions of this Restated Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the HOA or the owner of any Lot subject to this Restated

Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Restated Declaration may be terminated by the affirmative vote or written consent of Lot owners representing a two-thirds majority of the total voting power of the Subdivision (one vote per Lot), which termination must be recorded in the Office of the County Recorder for the County of San Diego to be effective.

30. SEVERABILITY OF CONDITIONS AND RESTRICTIONS. In the event any condition or restriction herein contained be declared invalid or void by any court of competent jurisdiction, such invalidity or voidness shall in no way affect any valid condition or restriction contained in the Declaration.

31. EFFECT OF WAIVER. No waiver of a breach of any of the conditions or restrictions herein contained shall be construed to be a waiver of any succeeding breach of the same or any other condition or restriction.

32. GRANTING OF WAIVERS. The HOA may choose to take no action or may grant waivers to the above restrictions when, in its sole discretion, it deems the subject violation to be unobjectionable as to sight, smell, sound, or health and safety; impractical to enforce; or self-correcting. The fact that Lot owners who could potentially be affected by the violation have no objection to the violation should not be a factor when considering a waiver. Waivers may be temporary or permanent. All waivers are granted on a case-by-case basis, and the granting of a waiver in any specific case should not be construed as the granting of similar waivers in any future similar cases.

An application for a waiver shall be in writing, which shall set forth the particulars of the requested exception, and the location of the subject property. Prior to granting such an application, the HOA shall determine the identity of owners of adjoining properties, and may notify them in writing of the proposed exception. The HOA shall permit such owners a reasonable period of time to present their arguments against the exception, if any. If granted, waivers shall be in writing and shall become effective upon final approval by the HOA.

When a waiver is granted, no violation of the Declaration shall be deemed to have occurred with respect to the matter for which the exception was granted. The granting of an

exception shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision covered by the exception, nor shall it affect in any way the Lot owner's obligation to comply with all governmental Laws and regulations affecting the use of the Separate Interest, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental entity having jurisdiction.

The HOA may charge a reasonable fee to cover any costs associated with the waiver approval process, or for issuance of an exception.

The HOA may enact additional rules and regulations regarding the waiver approval process, the circumstances under which an exception may be granted, and the execution of indemnity or other agreements by the owner as a condition to issuance of an exception.

No waiver may be granted if it would violate the provisions of any San Diego County, State of California, or Federal rule, regulation, or statute.

It is recognized that, as of the effective date of this Second Amended and Restated Declaration, there may be existing situations that are violations of these restrictions. Taking into account the cost and practicality of correcting a violation, actions available to the HOA in these instances include the granting of a temporary or permanent waiver, or the requirement to correct the condition within a reasonable time period, or prior to a change of ownership in the property.

Any CC&R violations existing as of the effective date of this Declaration, for which specific written waivers have not been granted by the HOA or its predecessors, are subject to review and corrective action.

33. FUNDING.

Assessments. Each Lot owner, by acceptance of the deed to the owner's Separate Interest, is deemed to covenant and agree to pay to the HOA Regular and Special Assessments, and all other charges duly levied by the HOA pursuant to the provisions of this Declaration or by law. This covenant is independent of any covenants contained herein which obligate the HOA to perform any actions or provide any services. All Assessments, including, but not limited to, quarterly fees, fines, late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Declaration or prescribed within the Bylaws, rules, or regulations of the HOA, shall also be the personal obligation of

the Lot owner of the Separate Interest at the time the Assessment is levied. Co-owners of a Separate Interest shall be jointly and severally liable for all charges levied by the HOA on that Separate Interest. No owner may waive or otherwise escape liability for these Assessments by non-use of any common facilities, or abandonment of the Lot owner's Separate Interest.

- a. Except as provided herein, the HOA shall levy Assessments sufficient to perform its obligations. The Assessments levied by the HOA shall be used to promote the recreation and welfare of the Lot owners; for the operation, replacement, improvement, and maintenance of the Subdivision; to establish sufficient cash reserves for attorney costs related to enforcement actions, and to discharge any other obligations of the HOA under this Declaration. All Assessment payments shall be put into general operating and reserve funds to be used for the foregoing purposes.
- b. The HOA shall determine and levy such Regular and Special Assessments as necessary to perform its duties under this Declaration, to meet its obligations, and to comply with applicable Laws. Regular and Special Assessments shall be divided equally among all Separate Interests and allocated among, assessed against, and charged to each Lot owner according to the ratio of the number of Separate Interests owned by the assessed owner to the total number of Separate Interests subject to Assessment. Regular Assessments for fractions of any month shall be prorated. Regular Assessments may be increased, or Special Assessments may be imposed, as the Board in its sole discretion determines necessary, subject however, to the increases permitted by the Declaration.

Special Assessments. If the Board determines that the amount to be collected from Regular Assessments will be inadequate to defray the HOA's expenses due to the cost of implementing the Declaration, it shall make a Special Assessment for the additional amount needed. Special Assessments shall be levied and collected in the same manner as Regular Assessments.

Initial Regular Assessment Rate, Changes to Assessments, and Delinquent

Payments. On the effective date of this document, the Regular Assessment per Separate Interest is set at \$5.00 per lot per quarter.

Notwithstanding Section 26 regarding Amendments to this Declaration, the HOA may not, without the approval of a majority of the Lot owners voting, impose a Regular Assessment per Separate Interest that is more than twenty percent (20%) greater than the Regular Assessment for the preceding calendar year, or levy Special Assessments that, in the aggregate, exceed ten percent (10%) of the gross expenses of the HOA for the previous calendar year.

The HOA shall provide notice by first-class mail to the Lot owners of any increase in the Regular Assessments or the imposition of a Special Assessment not less than thirty (30) days nor more than sixty (60) days prior to the date the increase in the Regular Assessment or Special Assessment becoming due.

Late charges may be levied by the HOA against a Lot owner for the delinquent payment of any Assessment, fines, monetary penalties, or other amounts due to the HOA from Lot owners. An Assessment, including any installment payment, is delinquent thirty (30) days after its due date. If an Assessment is delinquent, the HOA may recover all of the following from the Lot owner:

- a. Reasonable costs incurred in collecting the delinquent Assessment, including actual attorneys' fees;
- b. A late charge not exceeding ten percent (10%) of the delinquent Assessment or ten dollars (\$10.00), whichever is greater, or the maximum amount allowed by Law;
- c. Interest on the foregoing sums, at an annual percentage rate of twelve percent (12%), or the maximum provided by law, commencing thirty (30) days after the Assessment becomes due.

Quarterly fines, plus interest on past due fines, may be imposed on an ongoing basis, until the violation that is the subject of the fine is corrected. The amounts delinquent, including the entire unpaid balance and any related costs described herein, may be collected by the HOA as provided by law and below.

Delinquent assessments and any related late charges, reasonable costs of collection (including actual attorneys' fees), and interest, assessed in accordance with the above

provisions, shall become a lien upon the Separate Interest. The HOA may collect assessments or foreclose on liens in the manner set forth in California Civil Code Section 1367, and in any other manner authorized or permitted by Law. Unless otherwise required by law, any officer of the HOA, any agent of the HOA authorized to do so by the HOA, or the HOA's attorney is authorized to sign any notices, liens or other documents, as needed for the collection of delinquent Assessments and other costs of collection. Any lien filed to secure collection of delinquent assessments shall continue until all amounts secured thereby are fully paid or otherwise satisfied.

34. NOTICE. Notice shall be deemed delivered three weekdays after having been mailed postage paid, by regular U.S. Mail, addressed to the Lot owner's latest address known to the HOA. Lot owners are responsible for keeping the HOA informed as to any change in their mailing addresses.

35. EFFECTIVE DATE. These revised Covenants, Conditions and Restrictions are effective as of the date recorded in the office of the County Recorder, County of San Diego.

Exhibit A

Lots 1 through 41 inclusive of Wynola Estates Unit No. 1, County of San Diego, State of California, according to Map thereof of No. 6611, filed in the Office of the County Recorder of San Diego County on March 31, 1970.

Lots 42 through 69 inclusive of Wynola Estates Unit No. 2, County of San Diego, State of California, according to Map thereof of No. 8337, filed in the Office of the County Recorder of San Diego County on July 15, 1976.

Lots 70 through 90 inclusive of Wynola Estates Unit No. 3, County of San Diego, State of California, according to Map thereof of No. 10085, filed in the Office of the County Recorder of San Diego County on May 6, 1981.

IN WITNESS WHEREOF, the Declarants, constituting members of the Wynola Estates Homeowners' Association, Inc., on behalf of owners of Lots 1 through 41 of Wynola Estates (Unit No. 1), owners of Lots 42 through 69 of Wynola Estates (Unit No. 2), and owners of Lots 70 through 90 of Wynola Estates (Unit No. 3) have caused this Second Restated and Amended Declaration of Restrictions to be duly executed on the dates as indicated adjacent to each party's signature.

WYNOLA ESTATES HOMEOWNERS' ASSOCIATION, INC.

Dated: July 10, 2010
By: Robert Gans
Robert Gans, President
Member of the Board of Directors
of Wynola Estates Homeowners' Association, Inc.

Dated: July 10, 2010
By: Jerry Jordan
Jerry Jordan
Member of the Board of Directors
of Wynola Estates Homeowners'
Association, Inc.

Dated: July 10, 2010
By: Heather Rowell
Heather Rowell
Member of the Board of Directors
of Wynola Estates Homeowners' Association, Inc.

ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

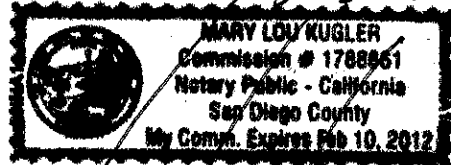
On *10 July*, 2010, before me, *Mary Lou Kugler,* a Notary Public personally appeared Robert Gans, Jerry Jordan, and Heather Rowell who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Mary Lou Kugler

Notary Public in and for said County and State.



GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: MARY LOU KUGLER

Commission Number: 1788861 Date Commission Expires: 02/10/2012

County Where Bond is Filed: SAN DIEGO

Manufacturer or Vendor Number: N/A
(Located on both sides of the notary seal border)

Signature: Mary Lou Kugler
Firm Name (if applicable)

Place of Execution: Santa Ysabel, CA Date: 7/10/10

EXHIBIT B

WYNOLA WATER DISTRICT RULES AND REGULATIONS

INTRODUCTION

The Wynola Water District is a California Water District formed November 3, 1969 pursuant to the California Water District Law, Water Code § 34000 et. seq. The District is a public agency, existing separately and apart from the Wynola Estates Homeowners Association (HOA) and its Covenants, Conditions, and Restrictions. The By-Laws of the District, dated October 6, 1969, and approved by the San Diego County Board of Supervisors, November 3, 1969 authorize the Board of Directors of the District to adopt and periodically revise the Rules and Regulations not inconsistent with law or the By-Laws.

These Rules and Regulations herein are intended to provide general rules and procedures for the operation of the Wynola Water District and for the water consumers of the District. The Wynola Water District Board of Directors shall have the right to interpret these Rules and Regulations and make decisions on any point of contention which is not specifically addressed herein.

I. DEFINITIONS:

- A. Customer: The word "Customer" used herein means Lot owner.
- B. District: The word "District" used herein means the Wynola Water District.
- C. Board: The word "Board" used herein means the Wynola Water District Board Of Directors.
- D. Water Facilities: Refers to all water facilities controlled by the District. Water facilities controlled by the District include but are not limited to, water tanks, pressure tank, pipelines up to and including the water meters, fire hydrants, well equipment, pump house, pump house equipment and fencing protection for water facilities.
- E. Rules and Regulations: The words "Rules and Regulations" used herein means the Wynola Water District Rules and Regulations.

II. GENERAL:

- A. Complaints and suggestions: Complaints and suggestions by customers as to service shall be submitted in writing to the Board. Complaints and suggestions should be addressed as follows:

Wynola Water District
P.O. BOX 193
Santa Ysabel, CA 92070

- B. Water System Emergencies: Call the emergency phone number shown on your water bill.
- C. The Customer shall convey these Rules and Regulations to any renter of his Lot prior to renting.
- D. Upon the sale or transfer of ownership of a property, the Customer shall immediately notify the District in writing of such change. Customers are responsible for all water charges until they formally submit written notice of discontinuation of service.
- E. The District will, upon request, furnish available information for locating pipelines, meters or other property of the District to avoid, insofar as possible, damage to such property during construction or other work on any property. The District does not guarantee the accuracy of any information so furnished and the Customer assumes all responsibility for damage sustained by reason of the inaccuracy of such information.
- F. Use of Wynola Water District water from fire hydrants is prohibited except by certified Fire Department Personnel or under the direction of the District.
- G. The District does not approve the practice of connecting electrical ground wire systems to water pipes. Materials used by the District are electrically nonconductive and do not provide adequate grounding.
- H. The Customer is responsible for protecting his private plumbing system with suitable means for pressure relief if he deems that his plumbing cannot withstand the District's water pressure.
- I. All connections/disconnections or any repairs to the distribution system must be performed under the direct supervision of the District's

Certified Water Distribution Specialist.

- J. Wynola Estates HOA Covenants, Conditions, and Restrictions (CC&R's): Any conflict between the CC&R's and the Rules and Regulations herein, these "Rules and Regulations" shall prevail.
- K. Amendments: The Board, at its own discretion, may amend, delete or add to these Rules and Regulations.

III. APPLICATION FOR TRANSFER OF SERVICE OR METER INSTALLATION/ CONNECTION TO DISTRICT WATER SYSTEM:

- A. Service application forms are available from the District. Applications must be completely filled in and signed by new Customer. The Customer's signature on the application constitutes the Customer's agreement to these Rules and Regulations. The application must also be accompanied by all required fees and deposits and submitted to the Board for approval. If the application is not approved, all fees and deposits will be returned to the Customer.
- B. Water service will be provided when the application has been approved by the Board.
- C. After approval of the application, the water meter will be installed or transferred by the District. The District reserves the right to determine the location of each service connection.

IV. CHARGES:

- A. WATER BILLS: Quarterly water bills shall be issued by the District in January, April, July and October for the previous three months.
- B. Charges for transfer of service or meter installation and connection to the District's water system shall be paid upon application for service.
- C. Water service revenues should generally be sufficient to pay for operations, maintenance, future equipment replacement and new equipment to meet water demands.
- D. A Fee and Rate Schedule will be issued as required by the District to disseminate to all Customers the current charges for water and systems availability fees, water rate schedules and late payment

schedules.

- E. Customers to whom the District delivers water are responsible for the payment of charges made by the District. This responsibility remains the Customer's responsibility even though he has made other arrangements for payment (e.g. tenant).

V. WATER DELIVERY:

- A. The District does not guarantee in any manner the continuous delivery of water on demand nor does it assume any responsibility for damages which may occur due to the interruption of water deliveries.
- B. Circumstances may require the shutoff of water from time to time. Such stoppages will be held to a minimum and, except in emergencies, will be done with prior notice to the Customer(s) concerned.
- C. The District does not guarantee the maintenance of a constant water pressure. Water pressure will vary from time to time and from place to place depending on the conditions of the water supply, water usage by Customers and Lot elevation.

VI. ENFORCEMENT: Violation of the following by Customer may result in (1) administrative action, (2) discontinuance of service, and/or (3) legal action if corrections are not made and/or all charges and fines are not paid within 30 days after notice thereof.

A. GENERAL:

1. The Customer shall not permit leaks or other waste of water, including loss of water due to bursting of frozen pipes. Proper preventative measures should be taken to prevent such freezing of plumbing.
2. The Customer is responsible for paying for all water lost through a leak on the owner's side of the meter.
3. Water supplied by the District shall not be used to serve properties or persons outside the boundaries of the District.
4. The District may restrict water deliveries to individual Customers when:

- a. Water availability requires such measures to assure equitable division of available water among all Customers.
 - b. A Customer is using a disproportionate amount of water, including but not limited to irrigation or construction.
 - c. The Customer enters into an agreement to resell any portion of the water received from the District.
 - d. The Customer uses water for commercial/business purposes.
5. The Customer shall not have privately owned wells, nor privately owned pipelines from other water sources.
 6. District water may be used for construction and grading purposes under the following requirements:
 - a. Prior approval of the Board.
 - b. There is no shortage of water as determined by the Board.
 - c. Between the dates of November 1 and May 1 of the calendar year.
 - d. The contractor shall pay for construction and grading water based on the pricing set forth in the Fee and Rate Schedule published by the District.
- B. WATER CONSERVATION: The District is a small community system that depends on Ground Water for its existence. Its source of water has limitations. To ensure that all Customers have sufficient water, the Board will monitor the amount of water available, the amount of water used on a quarterly basis, keep all Customers knowledgeable about the status of water availability and take the actions if necessary to assure the availability of water. However, in years of little rainfall it may be necessary to implement the following conservation actions:
1. WATER USAGE ADVISORY NOTICE:

The Board may determine that a minimal voluntary water conservation effort is needed and post Water Usage Advisory Notice signs at each of the two highway entrances to Wynola Estates. Upon the posting of the signs, all Customers should make a concerted effort to further conserve water.

2. WATER USAGE MANDATE and/or SURCHARGE NOTICE:

- a. The Board may determine that a stronger water conservation effort is needed and issue a mailed Water Usage Mandate and/or Surcharge Notice.
- b. The Customer must immediately reduce their use of water as directed by the Board. The Board will commence monitoring the "High Use" Customer's Water Meter on a weekly basis after the mailing of the notice and share the data with the Customer to assist them in monitoring the water usage reduction.
- c. A water surcharge is a charge in addition to the regular water rates paid by the Customer and may be implemented in emergency situations if determined by the Board to be necessary.
- d. The Board will review the data collected and determine if further action is required. The Customer will receive a written notice as to the findings of the Board.

3. In regards to paragraphs B1. and B2. above, those Customers that continue to use amounts of water that are not acceptable to the Board will be subject to having a "water restrictor" placed on their water meter and/or the Board may take other actions to bring the Customer into compliance with these Rules and Regulations.

4. The Board will weigh heavily on the average Wynola Estates and American Family usages of water when making decisions pertaining to this Section.

VII. WAIVERS AND EXCEPTIONS: The Board shall have the authority to grant waivers and exceptions to the Wynola Water District Rules and Regulations on a case-by-case basis. No waiver of a breach of any of the conditions or restrictions herein contained shall be construed to be a waiver of any succeeding breach of the same or any other condition or restriction.

VIII. GRANTING OF WAIVER: The Board may choose to take no action or may grant waivers to the above restrictions when, in its sole discretion, it deems the subject violation to be unobjectionable as to sight, smell, sound, or health and safety; impractical to enforce; self-correcting; or when

Customers who could potentially be affected by the violation have been consulted and have no objection. Waivers may be temporary or permanent. All waivers are granted on a case-by-case basis, and the granting of a waiver in any specific case should not be construed as the granting of similar waivers in any future similar cases.

- A. When a waiver is granted, no violation of the Rules and Regulations shall be deemed to have occurred with respect to the matter for which the exception was granted. The granting of an exception shall not operate to waive any of the terms and provisions of the Rules and Regulations for any purpose except as to the particular land and particular provision covered by the exception, nor shall it affect in any way the Customer's obligation to comply with all governmental laws and regulations affecting the use of the Separate Interest, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental entity having jurisdiction.
 - B. The Board may charge a reasonable fee to cover any costs associated with the waiver approval process, or for issuance of an exception.
 - C. No waiver may be granted if it would violate any Law.
 - D. It is recognized that, as of the effective date of these Rules and Regulations, there may be existing situations that are violations of these restrictions. Taking into account the cost and practicality of correcting a violation, actions available to the Board in these instances include the granting of a temporary or permanent waiver, or the requirement to correct the condition within a reasonable time period, or prior to a change of ownership in the land.
- IX. **NO LIABILITY OF BOARD MEMBERS:** In discharging its duties, the Board acts on behalf of its Customers. No Board member shall be individually or personally liable or obligated for performance or failure of performance of such duties except as provided in the California Tort Claims Act, Gov. Code § 810 et, seq. District is obligated to defend and indemnify its Board

members, officers and employees for actions taken within the scope of their duties except as provided in the California Tort Claims Act.

- X. INTERPRETATIONS: As circumstances require, the Board shall, in its sole discretion, render interpretations of these Rules and Regulations. Such interpretation shall be with regard to intent, the meaning of specific words or phrases, or the application of the Rules and Regulations to situations not specifically delineated in this document.
- XI. AMENDMENTS: The Board can amend any portion or section of these Rules and Regulations by a 4/5 vote of the Board.
- XII. ENFORCEMENT OF RULES AND REGULATIONS: the Board shall have the right to enforce, by any proceeding at law or in equity, all provisions, conditions, restrictions, covenants, easements, reservations, liens, and charges now or thereafter imposed by the Rules and Regulations provisions. The remedies provided for herein are to be considered cumulative and the use of one remedy shall not preclude the use of any other. The Board shall have the power to establish fines for violations of the provisions of these Rules and Regulations, and to collect the same in a legal proceeding. Parties must use their best efforts to resolve matters informally, including use of alternative dispute resolution, prior to institution of legal action, provided, however, that in cases of emergency, immediate legal action is appropriate.

Each Customer, tenant, occupant, licensee, invitee or guest with the District shall comply with the provisions of these Rules and Regulations enacted by the Board, and decisions and resolutions of the Board or its duly authorized representative. Each Customer shall be responsible for insuring that his or her tenant, occupant, licensee, invitee or guest within the District complies with the terms of these Rules and Regulations. Failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due for damages, for injunctive relief, for declaratory relief, for legal fees, or such other relief as is just and

proper.

- XIII. EFFECTS OF RULES AND REGULATIONS: These Rules and Regulations shall operate as covenants running with the land. Every conveyance of property is and shall hereafter be made and accepted and the District is and shall hereinafter be granted only upon and subject to the expressed provisions, restrictions and covenants herein referred to and shall bind the parties hereto and their heirs, devisees, legatees, executors, administrators, successors, and assigns. Such restrictions and covenants are imposed upon the District as an obligation or charge against the same for the benefit of each and every Customer. The Board or any owner of lands subject to these Rules and Regulations may enjoin any breach of these Rules and Regulations.

It is the intention that the remedy of enforcement of these Rules and Regulations shall be an action to stop or prevent the violation of the provisions, or by an action for damages, or for both. Such action or actions shall inure to and pass with each and every one of the properties in the District for the mutual benefit of subsequent Customers. Any judgment entered against a person in violation of the provisions shall include reasonable attorney's fees and all other costs and expenses incurred by the person or entity enforcing these Rules and Regulations.

- XIV. SEVERABILITY OF RULES AND REGULATIONS: In the event any Rule or Regulation herein contained is declared invalid or void by any court of competent jurisdiction, such invalidity or voidance shall in no way affect any valid condition or restriction contained in these Rules and Regulations.
- XV. NOTICE: After approval by the WWD Board, these revised Rules and Regulations will be posted on the WWD Web Site (www.WynolaEstates.com/water/rules) and notice of these revised Rules and Regulations and information on obtaining a copy will be included on a regular water bill. Notice shall be deemed delivered three business days after the Water bill has been e-mailed or mailed postage paid, by regular U.S. Mail, addressed to the Customer's latest address known to the Board. Customers are responsible for keeping the Board informed as to any

change in their mailing addresses or e-mail address.

XVI. EFFECTIVE DATE: These Rules and Regulations are effective as of January 1, 2014.

WYNOLA WATER DISTRICT BOARD OF DIRECTORS

Dated: 11/11/2013

By: Joan Bernard
Jo Ann Bernard, President

Dated: 11 November 2013

By: [Signature]
Dean A. Stowers, Vice President

Dated: 11/11/2013

By: [Signature]
Raymond A. Mitchell, Water Quality

Dated: 11/11/2013

By: [Signature]
John R. Bainbridge, Operations

Dated: 11/11/2013

By: [Signature]
Thomas J. McDonough, Operations

EXHIBIT C

8592

DOC # 2006-0175132



MAR 14, 2006 11:48 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 0.00
OC: NA
PAGES: 5



2006-0175132

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WYNOLA WATER DISTRICT
P.O. BOX 193
SANTA YSABEL CA 92070

*MB
SP
NF
DNA*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 0.
.....Computed on the consideration or value of property conveyed: OR
.....Computed on the consideration or value less liens or
encumbrances remaining at time of sale.

[Signature] *ELB Engineering*
Signature of Declarant or agent determining tax - Firm Name

APN 248-210-21

EASEMENT GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

MICHAEL A. YOUNG AND KATHELEEN A. YOUNG, HUSBAND AND WIFE AS JOINT TENANTS

hereby GRANT(S) to WYNOLA WATER DISTRICT, A CALIFORNIA WATER DISTRICT

the real property in the County of San Diego, State of California described as:

THOSE PORTIONS OF LOT 63 OF WYNOLA ESTATES UNIT #2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 8337, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY ON JULY 15, 1976, AS DESCRIBED IN EXHIBIT "A" AND ILLUSTRATED IN EXHIBIT "B" ATTACHED.

[Signature]
MICHAEL A. YOUNG
[Signature]
KATHLEEN A. YOUNG

ACCEPTED BY WYNOLA WATER DISTRICT

BY: *[Signature]*

TITLE: PRESIDENT

8593

PUBLIC AGENCY ACCEPTANCE

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY THE

DEED OR GRANT DATED DECEMBER 21, 2005

FROM MICHAEL A. YOUNG AND KATHLEEN A. YOUNG, HUSBAND AND WIFE AS JOINT TENANTS TO WYNOLA WATER DISTRICT, A CALIFORNIA WATER DISTRICT

A POLITICAL CORPORATION AND/OR GOVERNMENTAL AGENCY, IS HEREBY
ACCEPTED AND THE GRANTEE CONSENTS TO RECORDATION THEREOF BY ITS
DULY AUTHORIZED OFFICER.

DATED 01-17-2006

BY Edward P. Huffman

EDWARD P. HUFFMAN,
PRESIDENT,
WYNOLA WATER DISTRICT

8594

EXHIBIT "A"

PARCEL 1

AN EASEMENT FOR A WATER WELL, APPURTENANCES AND ACCESS THERETO, OVER, UNDER, ALONG AND ACROSS A 10.00 FOOT RADIUS CIRCULAR PARCEL OF LAND IN LOT 63 OF WYNOLA ESTATES UNIT NO.2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 8337, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTER OF SAID 10.00 FOOT CIRCLE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 63, DISTANT THEREON 292.63 FEET FROM THE MOST SOUTHWESTERLY CORNER THEREOF; THENCE AT RIGHT ANGLES THERETO 26.54 FEET TO THE CENTER OF SAID 10.00 FOOT RADIUS CIRCLE .

NO CONTAMINATES SHALL LIE WITHIN A 100.00 FOOT RADIUS FROM THE CENTER OF SAID EASEMENT, IN COMPLIANCE WITH PART 146 OF TITLE 40, PROTECTION OF ENVIROMENT, OF CODE OF FEDERAL REGULATIONS DATED AUGUST 27, 1981 AND OCTOBER 1, 1981.

PARCEL 2

AN EASEMENT FOR INGRESS AND EGRESS, WATER LINES, POWER AND OTHER UTILITY PURPOSES, TOGETHER WITH THE RIGHT TO INSTALL AND MAINTAIN SAME OVER, UNDER, ALONG, AND ACROSS A 12.00 FOOT WIDE STRIP OF LAND, THE CENTERLINE THEREOF DECRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY LINE OF SAID LOT 63, IN THE ARC OF A 48.00 FOOT RADIUS CURVE, A RADIAL TO WHICH BEARS SOUTH 81°19'38" EAST; THENCE NORTH 81°54'41" EAST 10.23 FEET TO A TANGENT 100.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE ALONG SAID CURVE 32.83 FEET, THROUGH A CENTRAL ANGLE OF 18°48'26" TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 10.00 FEET OF SAID LOT 63; THENCE ALONG SAID NORTHERLY LINE NORTH 63°06' 16" EAST 216.20 FEET TO A TANGENT 30.00 FOOT RADIUS CURVE NORTHWESTERLY; THENCE ALONG SAID CURVE 32.44 FEET, THROUGH A CENTRAL ANGLE OF 61°57'09"; THENCE NORTH 01°09'07" EAST 10.00 FEET TO THE POINT OF ENDING.

SAID EASEMENT FOLLOWS THE EXISTING ROAD/DRIVEWAY FROM OAK FOREST ROAD TO THE WELL HEAD LYING WITH PARCEL 1 HEREIN.

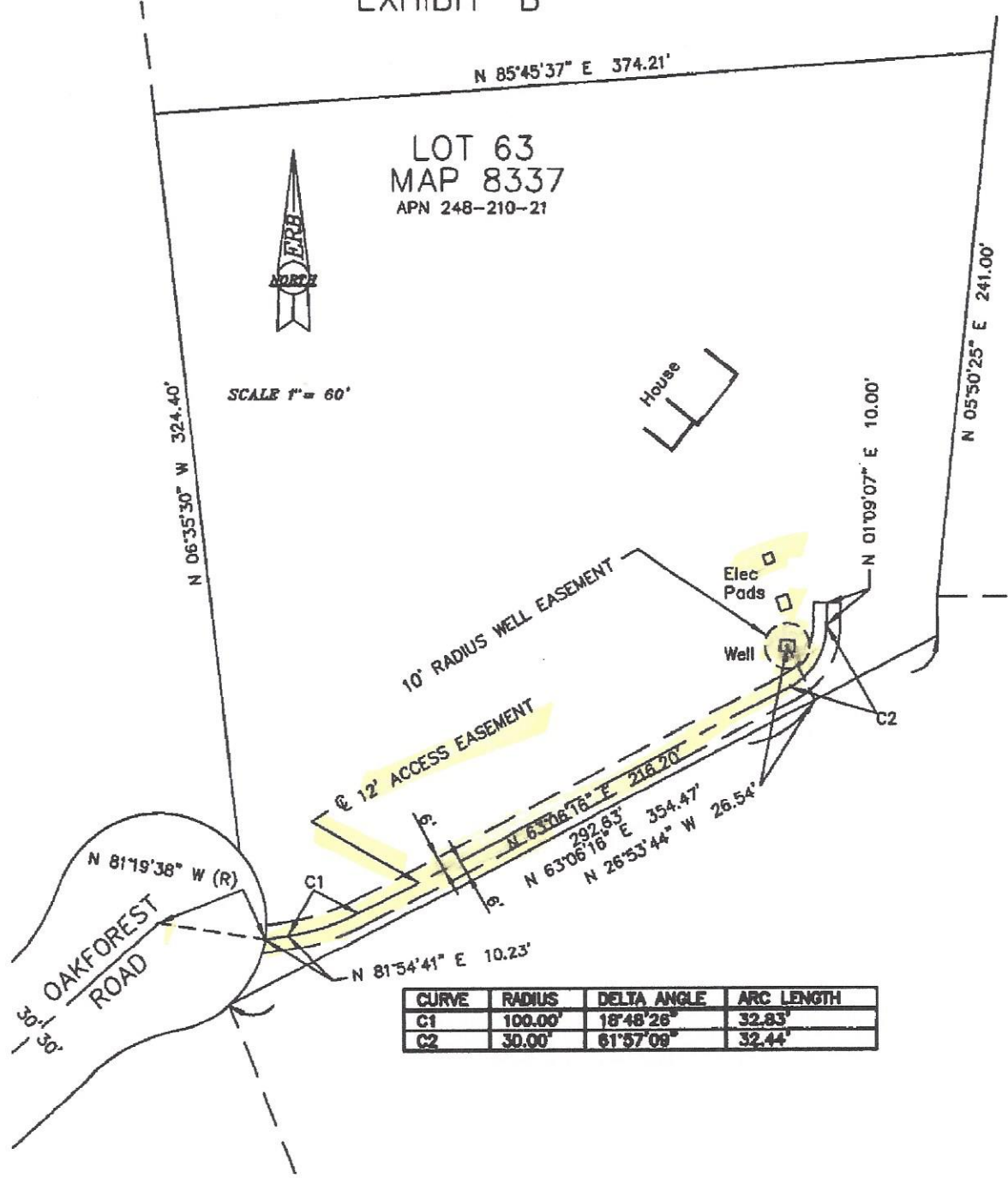
03-12B

EXHIBIT "B"

LOT 63
MAP 8337
APN 248-210-21



SCALE 1" = 60'



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	100.00'	18°48'26"	32.83'
C2	30.00'	61°57'09"	32.44'



ERB ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
12320 STONE DRIVE, STE. E, POWAY, CA. 92064
(858)748-2130 FAX (858)748-6089

EASEMENT PLAT

PREPARED FOR: WYNOLA WATER DISTRICT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On December 21, 2005 before me, Rebecca L. Gambrill, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Michael A. Young & Kathleen A. Young -----
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Rebecca L. Gambrill
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement Grant Deed

Document Date: 12/21/05 Number of Pages: Three

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: Michael A. Young & Kathleen A. Young

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



EXHIBIT D

**LETTER OF AGREEMENT
BETWEEN THE WYNOLA WATER DISTRICT
AND TOM AND MARTHA WILLIAMS**

This letter constitutes an Agreement between the Wynola Water District ("District"), a California Water District, and Tom and Martha Williams ("Williams"). The Williams own a lot identified as 248-210-21 with the County of San Diego Assessors Office and as Lot 63 in the Wynola Estates development ("Williams Property"). This agreement covers the proposed drilling by the District of a District water well on the Williams Property.

1. The Williams agree to allow the District to drill a District water well on the Williams Property at a location approximately 280 feet along the southern property line from its southwest corner and about four feet from its edge. The proposed well location is immediately adjacent to an existing dirt road which parallels that property line starting from the paved cul-de-sac in the southwest corner of the property.
2. All costs of the drilling and other associated costs with the preparation of the proposed drilling site will be borne by the District.
3. The District is expected to make every reasonable effort to minimize impact to the Williams Property. Any permanent damage during site preparation and drilling will be the responsibility of the District. The District, however, is permitted to remove tree limbs as necessary to access the site and to drill, but must make every effort to minimize the physical and aesthetic impact on the Williams Property.
4. If the well does not meet the District's needs, which is solely the determination of the District, the District will abandon the location. The District must return the drilling site to a condition acceptable to the Williams. The Williams (or their successors) may not unreasonably withhold their acceptance if the District has made a good faith effort to return the property to its original state. In addition, the District agrees to pay an additional \$500.00 to the Williams (or their successors) for their trouble.

*Tom
Martha*

5. If the well does meet the District's needs, the District will run underground piping to the well to include water, electricity, and telephone lines. All costs of surveying, trenching, equipment rental, and linking into existing District water lines, electrical lines, and telephone lines will be borne by the District.
6. If the well does meet the District's needs, the District agrees to bring additional pipes for underground water, power, and telephone as far as the well site for the future use by the Williams (or their successors). The District will ensure that all of the Williams' pipes are easily accessible and properly tied into both District and public utility systems. All utility lines must be suitable for meeting County code regulations for a single-family home. Power lines must support both 115V and 220V. All costs associated with this action will be borne by the District.
7. All underground trenching will follow the existing dirt road as far as possible, in order to minimize impact on the property.
8. If the well does meet the District's needs, the Williams (or their successors) will agree to sign over a formal easement to the District for the District pipes, utility lines, and well site. The Williams must also grant the District access to the wellsite for the purposes of occasional inspection, maintenance, and repair (usually about once each month). The Williams (or their successors) can direct the District to use any reasonable roadway access they maintain in order to minimize impact on their property.
9. If the District ever decides to later abandon the well site, the District will bear all costs with the destruction of the well-head and the return of the property as close as possible to its original condition. In addition, the District will return to the Williams (or their successors) any easements granted the District.
10. The well site itself (and any above-ground equipment used to pump water) will be placed in a wooden box (or equivalent materials) of approximately 4'x4'x3'. The Williams (or their successors) will approve materials and reasonable plantings necessary to minimize impact on the property and its sight-lines.

Handwritten signature

11. The District and all of its subcontractors or agents on this project, agree to maintain appropriate liability insurances of at least \$1,000,000 (unless otherwise agreed to by the Williams or their successors). Where appropriate, the Williams (or their successors) will be named additional insured for this project. Any costs associated with this action will be borne by the District.
12. Any normal legal or surveying costs associated with this project (letter of understanding, easements, other miscellaneous document preparation, recording, etc.) will be borne by the District.
13. The District agrees to repair or replace at its expense any future breaks or problems with the underground District power lines and water pipes associated with the normal operation of the well, unless the problem was created by the action or lack of action of the then current lot owner or their agents.
14. These items above will be the sole basis for any agreement between the District and the Williams family, unless other items are mutually agreed upon in writing at a later time.
15. This Agreement will be in place for perpetuity, and will extend beyond the Williams to any successor owner. If the Williams sell the named property before the District completes its drilling, the Agreement will be considered to equally affect any subsequent owner. This Agreement and all easements will be recorded with the County of San Diego.
16. This Agreement constitutes the final and complete Agreement between the parties and supercedes all prior correspondence, memoranda, or discussions between the parties. Neither party can change the terms or conditions of this Agreement (by amendment, modification, or supplement) except by mutual written agreement.
17. This Agreement and any disputes relating to it shall fall under the laws of the State of California. In the event that either party brings an action or proceeding arising out of or related to this Agreement, the prevailing party in any such action shall be entitled to reasonable

W
M

attorney's fees, expenses, and costs incurred in such action or proceeding.

18. This Agreement and all its parts will be binding on the District or its successors, and the Williams or successor owners of the Williams Property.

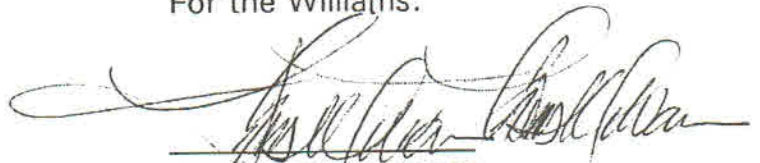
For the District:



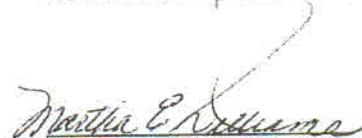
GEORGE M. ELLIS, JR.

See attached Notary Certificate

For the Williams:



THOMAS WILLIAMS



MARTHA WILLIAMS

9/29/03

DATE

9-23-03

DATE

Wynola Water District
P.O. Box 193
Santa Ysabel, CA 92070

Tom Williams
Martha Williams
23052 Stern Circle
Lake Forest CA 92630

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

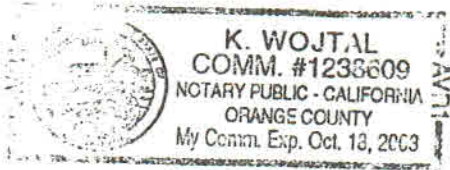
County of Orange

} ss.

On Sept 23, 2003, before me, Kelli Wojtal, Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Tom Williams & Martha Williams
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

K. Wojtal
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Letter of Agreement Between the Wynola Water District and Tom and Martha Williams

Document Date: Sept. 23, 2003 Number of Pages: 4 pgs + ACK

Signer(s) Other Than Named Above: George M. Ellis, JR.

Capacity(ies) Claimed by Signer

Signer's Name: Tom Williams & Martha Williams

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On September 29, 2003 before me, Rebecca L. Gambrill, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared George M. Ellis, Jr.
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Rebecca L. Gambrill
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Letter of AGreement Between The Wynola Water District and Tom and Martha Williams
Document Date: 9/29/03 Number of Pages: Four
Signer(s) Other Than Named Above: Tom & Martha Williams

Capacity(ies) Claimed by Signer

Signer's Name: George M. Ellis, Nr.
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: President of the Board of Wynloa Water Dist.



Signer Is Representing: _____

EXHIBIT E

From: McCullough, Jamelle
To: Breyanna.Lyles@sdcounty.ca.gov; [Palmer, Joseph](#)
Subject: FW: Unauthorized Tampering with a Public Drinking Water System
Date: Monday, July 16, 2018 1:40:54 PM

Breyanna,

██████████ is not exactly clear on how he would like us to proceed with the complaint. Since he is not willing to communicate with Tim, I would suggest you contact Brian Lightbody and discuss the complaint while keeping his identity confidential. The picture is date stamped and perhaps the date will trigger a memory of work done to well 11 during that time period. Once you gather information, feel free to loop back with ██████████ and provide an update.

Jamelle McCullough, MPH, REHS
Supervising Environmental Health Specialist
County of San Diego | Department of Environmental Health
Land & Water Quality Division
(858) 505-6843

From: ██████████
Sent: Monday, July 16, 2018 1:03 PM
To: McCullough, Jamelle <Jamelle.McCullough@sdcounty.ca.gov>
Subject: Re: Unauthorized Tampering with a Public Drinking Water System

Thanks for your quick response. I do not and will not communicate with taschler. Congrats on your promotion. No matter what work was done on well# 11, it's not OK flush what was poured into the well head into the drinking water system. I have nothing to do with WWD anymore but I still have to drink the stuff.

I know where Brian lives but I have never met him. Do I understand right that Joseph Palmer now has your old job?? I'll have to decide what to do next, maybe nothing.

I Will sure miss your service and help to us small water districts.

Rrgards, ██████████

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From: McCullough, Jamelle <Jamelle.McCullough@sdcounty.ca.gov>
Sent: Monday, July 16, 2018 3:38:18 PM
To: ██████████
Cc: Lyles, Breyanna; Palmer, Joseph
Subject: RE: Unauthorized Tampering with a Public Drinking Water System

Good morning ██████████,

Thank you for your email. The photo you submitted is dated 04/26/2018. Have you

reported your concerns to the current water operators? I suspect they will be able to comment on any type of work done to well 11 during that time period. If you do not feel comfortable making contact, or have been unable to communicate with the current operator, please let us know and we will contact Brian Lightbody on your behalf.

I have copied Breyanna Lyles (Small Water System Program staff) and Joseph Palmer (Small Water System Program Supervisor) on this email as they currently handle the Small Water System Program, I have transitioned into supervising other DEH programs.

The Turbidity reported on the CCR is in line with the high detections for Iron and Manganese. Particles in the water contribute to turbidity. We can also discuss treatment options for these secondary water quality standards with Brian.

Thank you,

Jamelle McCullough, MPH, REHS

Supervising Environmental Health Specialist
County of San Diego | Department of Environmental Health
Land & Water Quality Division
(858) 505-6843

From: [REDACTED]
Sent: Sunday, July 15, 2018 4:51 PM
To: McCullough, Jamelle <Jamelle.McCullough@sdcounty.ca.gov>
Subject: Unauthorized Tampering with a Public Drinking Water System

I know you don't care anymore, but someone is pouring something, maybe rat poison, maybe cyanide, but hopefully just chlorine into WWD's well #11. Note the date code at the bottom of picture. I don't believe that this person is a Certified Distribution Operator or a Certified Treatment Operator nor even a Member of the WWD Board. I have the flesh drive video of this tampering and a similar tampering earlier (from which this snapshot was taken) this same day. The video shows that neither time was the well flushed or purged of whatever is being poured into the well head in this picture. That means that whatever it was went directly to the storage tanks and then to the WWD Drinking Water distribution system. Would you rather have me work with Diane Jacob's Office or with my new friends at the State Water Resources Control Board Investigator's Office. I don't want to be stabbed in the back again by SDDEH. By the way, are you satisfied WWD's CCR this year?? Look at Table 5 Turbidity. Is the level detected over 18 times the MCL ok with you? That would sure explain all the "brown" water complaints. I'm not satisfied with the CCR (I know this a calculation error but the regular WWD residents don't). And after seeing the attached photo picture, I can't be confident or satisfied with the water quality either. There are other errors and omissions on the CCR but that's for a different forum. Interested on your thoughts before I send it out to anyone else???

