

BRIEF

As the defendant in this action, I submit the following brief in support of my defense to the allegations and assertions raised in the Complaint by Plaintiff Beverly Heath ("Heath").

I. Introduction

The present dispute arises from Ms. Heath's refusal to accept the consequences of improperly engaging in commercial and/or irrigational use of water from an interconnected water system maintained, operated and repaired by the Weber Valley Heights Water Association ("WVHWA"). Despite accepting the benefits of domestic water service through the cooperative, cost-sharing relationship among all WVHWA members, Ms. Heath demands unrestricted and unlimited water for non-domestic use, including to cultivate approximately 100 marijuana plants on her property in violation of the use restriction of the WVHWA bylaws and likely in violation of California Health and Safety Code section 11358, which deems cultivation of marijuana a felony. As a consequence of her conduct, Ms. Heath was temporarily stripped of her privilege and benefits as a WVHWA member. Under the express terms of the WVHWA bylaws, WVHWA is undoubtedly entitled to charge a reinstatement fee to reconnect water service subject to approval of all remaining WVHWA members.

Ms. Heath attempts to create a cloud of confusion by raising a number of unsupported claims against me, in my individual capacity, rather than against the WVHWA for its unanimous¹ decision to terminate her water service. Additionally, Ms. Heath's attempt to usurp the exclusive authority conferred to the State of California by raising criminal claims against me under the California Penal Code is without merit. Additionally, Ms. Heath seeks to recover loss of rental income based on fraud and loss of water service, despite having full knowledge of the use restrictions of the WVHWA bylaws and engaging in potentially felonious activities in violation of

¹ Ten WVHWA members voted to temporarily terminate water service until Ms. Heath ceased commercial use and paid the reinstatement fee. The remaining two WVHWA members, including Ms. Heath, did not vote.

1 California laws. Ms. Heath further seeks recovery based on untenable allegations of elder abuse
2 despite the lack of any evidence to support abusive circumstances.

3 The WVHWA water system draws from a very limited water resource and is a permitted
4 State of California Small Water System. (A true and correct copy of the permit is attached hereto
5 as Exhibit "1.") The WVHWA water system lacks the capacity to support commercial use by its
6 members. All WVHWA members are therefore charged with the responsibility and obligation to
7 use the water for domestic purposes only. Ms. Heath failed to do that. As discussed fully herein,
8 Ms. Heath's claims for relief should be denied because there is no evidence to support that I,
9 individually, or the WVHWA has engaged in any wrongful activity by terminating Ms. Heath's
10 water service because of her use for commercial or irrigation and possibly unlawful purposes.

11 12 II. Statement Of Facts And Procedural Background

13 On September 14, 2011, Ms. Heath filed the Complaint against me, individually, seeking
14 recovery of \$7,500.00 on the grounds of (1) fraud; (2) attempted extortion; and (3) loss of rent
15 arising from loss of water for one year between September 2010 through September 2011. Ms.
16 Heath is the owner of the subject property located in an unincorporated area of Riverside County,
17 located at 36040 Happy Hill Lane, Hemet, California ("Heath Property"). I am the owner of
18 certain real property located at 44135 Perryman Lane, Hemet, California ("St. Pierre Property").
19 The Heath Property and St. Pierre Property lie within the boundaries regulated by the Weber
20 Valley Heights Water Association ("WVHWA"), an association formed by neighboring property
21 owners to regulate the use and yield of water through the water system consisting of three (3)
22 wells, a water distribution piping system and storage tanks. The WVHWA is comprised of
23 approximately 60 acres of real property, including approximately eleven parcels contiguous to
24 one another. I am a member and the current President of the WVHWA.

25 Ms. Heath acquired fee title ownership of the Heath Property in or around May 2003,
26 which was previously owned by The Esther C. Klausing Revocable Living Trust. The Heath
27 Property enjoys the benefit of an appurtenant easement granted by Charles E. Reed, Jr., in or
28 around March 1985, which permits Ms. Heath, along with other WVHWA members, an easement

1 for the operation, use and maintenance as well as ingress and egress rights to access an existing
2 well on the servient property. In or around May 1990, Charles and Joann Campbell granted a
3 second easement for the same purpose.

4 The water system regulated by the WVHWA was initially constructed and installed in the
5 1960s. In July 1973, the property owners ^{WRONG} determined the need to form a water association
6 wherein all property owners were given access to the interconnected water system and further
7 agreed to a cost-sharing relationship for the maintenance, repair and installation of new
8 equipment. In October 1973, the property owners [?] agreed to adopt bylaws ("Bylaws"), which
9 confirmed ownership of the then-existing water system consisting of two (2) wells [?] to benefit the
10 property owners and limited use as follows: "The use of the water shall be limited to normal and
11 usual domestic use." (Sec. 9, Bylaws.) (A true and correct of the Bylaws are incorporated herein
12 by reference and attached hereto as Exhibit 2.") Additionally, the members further agreed that a
13 reinstatement fee would be charged for reconnection because of non-compliance with the adopted
14 regulations. (Sec. 13, Bylaws, Ex. "2.")

15 On July 13, 2002, the WVHWA revised the Bylaws to reflect that the water system
16 presently consists of three [?] (3) wells, a water distribution piping system and storage tanks to
17 provide the total yield of water to all members ("Revised Bylaws.") (A true and correct copy of
18 the Revised Bylaws are incorporated herein by reference and attached hereto as Exhibit "3.")
19 Section 2 of the Revised Bylaws provides that the association may disconnect water service to
20 any member who has failed to issue timely payment after the notice period. Additionally, the
21 WVHWA reaffirmed (1) "[t]he use of water shall be limited to normal and usual domestic use";
22 and (2) "re-hook up charges for terminated members will be \$2,000 plus back maintenance and
23 assessment charges since disconnection." (See, Sec. 2, Art. II and Sec., 3, Art. VI of Revised
24 Bylaws, Ex. "3".)

25 In or around June 2010, Ms. Heath informed me that she was cultivating marijuana plants
26 on her property. In plain view, I identified approximately 100 marijuana ^{? How} plants growing on the
27 Heath Property. In response, as a concerned member of the community and on behalf of
28 WVHWA, I sent a letter dated July 15, 2010 to Ms. Heath requesting that she terminate the

First letter to Bev
5-3-2010

1 marijuana operations on the following grounds: (1) water use for commercial purposes is
2 prohibited; (2) use of the private roads in the Weber Valley Heights community for a business is
3 prohibited; and (3) concerns related to my grandchildren and other children visiting the
4 community. (A true and correct copy of the July 15, 2010 letter is attached hereto as Exhibit
5 "4.") I respectfully requested that Ms. Heath cooperate with the request. However, Ms. Heath
6 refused to comply with my request as well as the restrictions expressly set forth in the Bylaws.

7 I subsequently contacted the Riverside County Sheriff's Department to inform the police
8 department of the ongoing activity. (A true and correct copy of the Supplemental Police Report is
9 attached hereto as Exhibit "5.") I confirmed Ms. Heath's use for marijuana cultivation by
10 discovering that she sold the marijuana harvest to a third party for profit. Further, Ms. Heath or
11 individuals on her behalf, trucked in water to harvest the crop after termination of water service
12 further confirming her non-domestic use. Additionally, the WVHWA members began noticing a
13 significant increase in traffic to and from the Heath Property, as a result of the farming
14 operations. In August 2010, the WVHWA unanimously voted to temporarily terminate water
15 service to the Heath Property until commercial use ceased and the reinstatement fee was paid. (A
16 true and correct copy of the WVHWA ballots are collectively attached hereto as Exhibit "6.")

17 On or around August 25, 2010, the WVHWA forwarded the Notice of Intention to
18 Terminate Water Service informing Ms. Heath that she was in default of the Bylaws and that
19 water service would be terminated immediately. (A true and correct copy of the Notice of
20 Intention to Terminate Water Service is attached hereto as Exhibit "7.") Additionally, the
21 WVHWA further advised that Ms. Heath would be required to pay \$2,000.00 and any fees in
22 arrears to reinstate water service. As President of the WVHWA, I sent a letter dated September 5,
23 2011 to all WVHWA members providing an update of my conversation with Deputy Mitchem re
24 terminating water service to the Heath Property as a result of ongoing marijuana cultivation and
25 operations for commercial use purposes. (A true and correct copy of the September 5, 2011 letter
26 is attached hereto as Exhibit "8.") In response, Ms. Heath threatened criminal action against
27 WVHWA members for embezzlement arising out of the \$2,000.00 fee to reinstate water service.

1 On or around September 28, 2010, the WVHWA terminated Ms. Heath's water service as a result
2 of her failure to comply with the Bylaws despite multiple notices and opportunities.

3 On September 14, 2011, Ms. Heath filed the Complaint against me, in my individual
4 capacity. The initial hearing on October 14, 2011 was continued to December 2, 2011 as a result
5 of Ms. Heath's failure to effectuate service of the Summons and Complaint. Further, without
6 filing an amendment to or amended complaint, Ms. Heath sent a letter dated November 9, 2011
7 along with a number of documents, including unintelligible interlineations, asserting for the first
8 time claims of elder abuse. (A true and correct copy of relevant portions of the November 9,
9 2011 letter and supporting documents are collectively attached hereto as Exhibit "9.")

10 Despite denying her commercial use of water on the Heath Property, by her own
11 admission, Ms. Heath acknowledges her actions to cultivate marijuana plants, as follows:

12 "The ballot is simply stated of a [sic] "Temporary" turn off, until
13 plants were removed. They were removed and you then decided to
14 extort Plaintiff out of \$2,000.00. [sic] Before turning her water
back on."

15 Additionally, among the allegations submitted in support of the November 9, 2011 letter,
16 Ms. Heath further admits:

17 "The plants were removed because of fear the water would be shut
off."

18 Despite her admissions, it should be noted that Ms. Heath's statements are false. Ms.
19 Heath did not remove the disputed plants until after termination of water service. As discussed
20 fully herein, Ms. Heath's claims against me in an effort to recover \$7,500.00 arising from lost
21 rental income are meritless and without evidentiary support.

22
23 **III. The Distinction Between "Domestic" And "Commercial" Or**
24 **"Irrigational" Water Usage**

25 All landowners are granted an interest to take water from their property. (*Wright v. Best*
26 (1942) 19 Cal.2d 368, 382.) However, a landowner's water right is not absolute and is restricted
27 to reasonable use.

1 As stated in Section 2, Article X, of the California Constitution:

2 "[B]ecause of the conditions prevailing in this State the general welfare requires
3 that the water resources of the State be put to beneficial use to the fullest extent of
4 which they are capable, and that the waste or unreasonable use or unreasonable
5 method of use of water be prevented, and that the conservation of such waters is to
6 be exercised with a view to the reasonable and beneficial use thereof in the interest
7 of the people and for the public welfare."

8 There is a distinction between "ownership of water" and "right to use water." All water
9 within the state is property of the people of the State of California. (Water Code § 102.)
10 However, once water is removed from its natural state and physically separated from the land and
11 contained, water is considered personal property and owned as such. (*Palmer v. Railroad*
12 *Comm'n* (1914) 167 Cal. 163, 168; *Riverside Water Co. v. Gage* (1891) 89 Cal. 410, 418.)
13 Regardless of the nature of the right, or the means with which it is exercised, the right to take
14 water remains subject to the requirement to put water to beneficial use to the fullest extent
15 possible and to reasonably use water and avoid waste. (*Chow v. City of Santa Barbara* (1933)
16 217 Cal. 673, 695.) Accordingly, the water drawn and stored from the WVHWA water system is
17 subject to the limitations as set forth in the Bylaws. OK

18 The Bylaws expressly limit members to "domestic" water use. "Domestic" use means
19 "the use of water in homes, resorts, motels, organization camps, camp grounds, etc., including the
20 incidental waters of domestic stock for family sustenance or enjoyment and the irrigation of not to
21 exceed one-half acre in lawn, ornamental shrubbery, or gardens at any single establishments. The
22 use of water at a camp ground or resort for human consumption, cooking or sanitary purposes is a
23 domestic use." (Cal. Code Regs., tit. 23, § 660.) On the other hand, "irrigation" use includes
24 "any application of water to the production of irrigated crops or the maintenance of large areas of
25 lawns, shrubbery, or gardens." (Cal. Code Regs., tit. 23, § 661.) Further, the State of California
26 has declared that "water for domestic purposes is the highest use of water and the next highest use
27 is for irrigation." (Water Code § 106.) "Without question the authorities approve the use of
28 water for domestic purpose as entitled to preference." (*Prather v. Hoberg* (1944) 24 Cal.2d 549,
562.) Therefore, a landowner's use of water for drinking, cooking, sanitary or irrigating small
lawns or gardens is deemed "domestic" use. On the other hand, use to irrigate and cultivate a

1 marijuana farm does not constitute a "domestic" use.

2 The Riverside County Department of Environmental Health has approved the WVHWA
3 as a Small Water System since 1975. The WVHWA bylaws expressly limit member use of water
4 for "normal and usual domestic use." The underlying purpose of WVHWA's action to terminate
5 Ms. Heath's water service arises from concerns to ensure that WVHWA members are conferred
6 the benefit to domestic water use. WVHWA discovered that Ms. Heath planted and was
7 cultivating approximately 100 marijuana plants. Any argument that the marijuana plant
8 constitutes domestic use is undermined by the number of plants planted on the Heath Property,
9 actual water usage and sale of the harvest for a profit. Additionally, whether Ms. Heath was
10 cultivating marijuana or any other plants is of no consequence, as such water use is classified as
11 "irrigation" use and not "domestic" use. *Where in the Bylaws?*

12
13 **IV. Ms. Heath's Water Use For Farming Operations Constitutes**

14 **"Commercial" Or "Irrigational" Use In Violation Of The WVHWA**

15 **Bylaws** *Where?*

16 As a direct and proximate result of Ms. Heath's actions, WVHWA terminated water use to
17 the Heath Property. Ms. Heath's cultivation of marijuana plants on the property violated the
18 express use restriction set forth in the WVHWA bylaws because she was engaged in commercial
19 and/or irrigational use of the water. Despite Ms. Heath's wrongful and possibly unlawful
20 conduct, she seeks to recover \$7,500.00, totaling lost rents from September 2010 through
21 September 2011. Such a claim is meritless, devoid of evidentiary support and is made in bad
22 faith. Ms. Heath's claim to recover lost rental income is likely based on her right to take water
23 from the property. Although Ms. Heath is necessarily precluded from access through the
24 WVHWA water system, Ms. Heath is certainly allowed to construct and install a water well on
25 her own property. She has refused to do so, however. *Provide Proof*

26 While Ms. Heath is conferred water rights to benefit her property, she has voluntarily and
27 knowingly accepted the regulations and limitations set by the WVHWA by continuing to draw
28 water from the WVHWA water system. On the one hand, Ms. Heath demands the benefits of the

1 water system, which draws from wells located on the property of other WVHWA members, but,
2 on the other hand, she demands unlimited and unrestricted access to water use. Ms. Heath's
3 claim cannot be supported by law or fact and further supports bad faith tactics to usurp the
4 benefits of the WVHWA water system to the detriment of the other members. *No Proof*

5 The Heath Property is benefited by a right to access water from wells on property owned
6 by other WVHWA members. Ms. Heath's water service through the WVHWA water system is
7 subject to the use restriction. In or around June 2010, WVHWA discovered that Ms. Heath was
8 cultivating marijuana on her property, which required her draw of water for non-domestic use to
9 earn a profit from the harvest. The use restriction is driven by the limited source of water upon
10 which the WVHWA draws. WVHWA's objective is to ensure water service to all WVHWA
11 members; therefore, it is vitally important to limit each member's use to domestic use. In the
12 event that WVHWA members are permitted to commercial or irrigational use, the aquifers
13 underlying the properties will quickly run dry. *Provid Proof*

14 As a consequence of her failure to limit use to domestic purposes, the WVHWA
15 terminated water service. The WVHWA membership is a privilege, not a right. To the extent
16 that Ms. Heath desires to reconnect to the WVHWA water system, she is required to pay a
17 reinstatement fee and must be approved by the WVHWA members. Ms. Heath made the
18 conscious decision to engage in cultivating marijuana plants on her property, which required
19 commercial and/or irrigational use of the water source in violation of the express restriction of the
20 WVHWA bylaws. Ms. Heath must take responsibility for her actions and submit to the
21 consequences as required by the WVHWA. Accordingly, Ms. Heath should not be entitled to any
22 claim for loss of rental income because WVHWA was within its right to terminate Ms. Heath's
23 water use for non-domestic purposes.

24
25 **V. The Complaint Should Be Dismissed In Its Entirety Because WVHWA**
26 **Is An Indispensable Party**

27 I, in my individual capacity, am not the proper party defendant to this action. All
28 allegations of the Complaint are premised on WVHWA actions, and any of my actions were

1 performed in my capacity as President of the WVHWA. Therefore, any relief should be
2 recovered from WVHWA as a result of the members' unanimous approval to terminate water
3 service to the Heath Property. All persons or parties materially interested in the subject matter of
4 an action must be joined as defendants whenever feasible. (Code Civ. Proc. § 389.) If a party is
5 necessary and indispensable as prescribed by Code of Civil Procedure section 389, the court
6 should not proceed with the action as complete relief cannot be afforded without joining all
7 required parties. (See, *Salsedo v. Dep't of Parks and Recreation* (2009) 175 Cal.App.4th 1510,
8 1522.) The court has discretion to dismiss any action for which necessary and indispensable
9 parties cannot be joined upon determining in equity and good conscience that any remedy would
10 be inadequate or prejudicial to those parties already named in the action. (Code Civ. Proc. §
11 389(b).)

12 In the present case, WVHWA is a necessary and indispensable party to the resolution of
13 this action because any relief afforded to Ms. Heath arises out of WVHWA's unanimous decision
14 to terminate Ms. Heath's water service based on her use for marijuana cultivation, a non-domestic
15 purpose. Acting on behalf of and for the benefit of the WVHWA, I sent written notice to Ms.
16 Heath that her water use for cultivation of marijuana plants is an improper water use. Based on a
17 unanimous vote to terminate water service, the WVHWA terminated service on September 28,
18 2010. Any and all actions that I have taken to terminate Ms. Heath's water service have been in
19 my capacity as President of the WVHWA. Accordingly, any relief arising out of the termination
20 of water service should be recoverable against WVHWA, not against me in my individual
21 capacity.

22 23 **VI. Plaintiff Beverly Heath Has No Standing To Maintain A Criminal** 24 **Action**

25 Ms. Heath seeks recovery of \$7,500.00 against me individually on the grounds of
26 "attempted extortion." Based on my understanding, Ms. Heath seeks criminal prosecution based
27 on the WVHWA's termination of water service and requirement that Ms. Heath pay a
28 reinstatement fee to reconnect to the water system. A crime of "attempted extortion" is governed

1 exclusively by Penal Code sections 518 through 523. A criminal action is prosecuted in the name
2 of the people of the State of California, as a party, against the person charged with the offense.
3 (Pen. Code § 684.) As of the date of this brief, no such charges have been filed against me.
4 Moreover, Ms. Heath has no standing to maintain any action based on the California Penal Code.
5 Ms. Heath seeks individual relief only and has not been authorized by the State of California to
6 maintain a criminal action. Accordingly, this cause of action should be dismissed because Ms.
7 Heath lacks standing to maintain a criminal action.

8
9 **VII. In The Alternative, Ms. Heath's Claim For Attempted Extortion Claim**
10 **Is Devoid Of Any Evidentiary Support**

11 Assuming *arguendo*, that Ms. Heath has adequate standing to maintain a claim for
12 attempted extortion under Penal Code sections 518 through 523, Ms. Heath's claim has no merit.
13 "Extortion is the obtaining of property from another, with his [or her] consent, or the obtaining of
14 an official act of a public officer, induced by a wrongful use of force or fear or under color of
15 official right." (Pen. Code § 518.) A person may also be convicted of attempted extortion by an
16 "attempt, by means of any threat, such as is specified in Section 519 of [the Penal Code]," which
17 is punishable by not longer than one year in the county jail or state prison, or by fine to exceed
18 \$10,000, or by both. (Pen. Code § 524.) In the present case, I merely informed Ms. Heath of her
19 non-compliance and urged her to cease improper water usage. I did not obtain property from her
20 and I have never threatened Ms. Heath in any manner.

21 Ms. Heath's assertion that attempted extortion was committed when WVHWA terminated
22 her water service and required a reinstatement fee of \$2,000.00 is meritless and without factual
23 support. As expressly stated in the Bylaws, WVHWA reserved the right to charge a reconnection
24 fee for any member whose water service was terminated for failure to comply with the restrictions
25 of the Bylaws. This is the case here. Since May 2003, Ms. Heath sought the benefits of receiving
26 water from the WVHWA wells and thus agreed to be bound by the conditions placed on that use.
27 However, in August 2010, that changed.

28 In violation of the Bylaws, Ms. Heath began to engage in the commercial cultivation of

1 approximately 100 marijuana plants on the property, and, in turn, sold the harvest to a third party
2 for profit. Ms. Heath was undoubtedly aware that she was not permitted to draw water from the
3 WVHWA water system for non-domestic use. The WVHWA water system does not have the
4 capacity for commercial use by WVHWA members. Ms. Heath's ongoing violation of the use
5 restriction was patent and obvious, which triggered WVHWA's right to terminate water service to
6 the Heath Property. The WVHWA subsequently informed Ms. Heath that her water service
7 would be terminated and that she would be required to pay a reinstatement fee and any fees in
8 arrears to reconnect service. Ms. Heath was fully aware of the use limitation, and, accordingly,
9 her claim for attempted extortion is meritless.

10
11 **VI. Ms. Heath's Fraud Claim Is Meritless Because WVHWA Did Not**
12 **Engage In Any Deceitful Actions**

13 Despite the lack of any evidentiary basis to support a fraud claim, I assume that Ms. Heath
14 contends that she was defrauded because she was precluded access to domestic water use.
15 Although the WVHWA initially agreed to provide domestic water service to the Heath Property,
16 such agreement was not absolute and conditional upon Ms. Heath satisfying her obligations as a
17 member of the WVHWA. WVHWA did not deceive or misrepresent its agreement to Ms. Heath
18 in any conceivable manner. To succeed in a claim for intentional misrepresentation, Ms. Heath
19 must allege and prove the following facts: (a) Ms. St. Pierre represented to her an important fact
20 as true; (b) the representation was false; (c) Ms. St. Pierre knew that the representation was false;
21 (d) Ms. St. Pierre intended that Ms. Heath rely on the representation; (e) Ms. Heath reasonably
22 relied on the representation and was harmed; and (f) Ms. Heath's reliance was a substantial factor
23 in causing the harm. (*CACI* No. 1900, Intentional Misrepresentation). As applied here, Ms.
24 Heath cannot prevail on a claim for intentional misrepresentation or fraud of any kind, because
25 WVHWA made no false promise or misrepresentation to Ms. Heath.

26 WVHWA first adopted the Bylaws in 1973, which includes provisions limiting use to
27 domestic use and a reinstatement fee if service is terminated for non-compliance. In 2002,
28 WVHWA adopted the Revised Bylaws which (1) reaffirmed the use restriction for domestic use;

1 and (2) set the fee for reinstatement at \$2,000.00. Ms. Heath acquired the property in May 2003.
2 Instead of drilling and installing a well on her own property, she decided to connect through the
3 WVHWA water system. As soon as she began to enjoy the benefits of the WVHWA water
4 system, she was charged with the obligations as a member of the WVHWA. Ms. Heath benefited
5 from cost apportionment of the use, maintenance and repair of the water system to all other
6 WVHWA members. However, as a result of her self-serving interests, in or around June 2010,
7 WVHWA discovered that Ms. Heath was engaged in marijuana cultivation in breach of the
8 Bylaws by engaging in commercial use and possibly in violation of California marijuana laws.
9 No fraud was committed on Ms. Heath. She was fully aware of the use restriction for all
10 WVHWA members and Ms. Heath intentionally and knowingly failed to comply with the
11 obligation. Accordingly, WVHWA's decision to terminate water service is a reasonable and
12 justified consequence of Ms. Heath's own conduct.

13 14 **VIII. Ms. Heath's Elder Abuse Claims Are Improper And Baseless**

15 Ms. Heath's claim for damages arising from elder abuse is without any evidentiary
16 support and unintelligible. I first became aware of the allegations of elder abuse by the
17 documents submitted along with Ms. Heath's November 9, 2011 letter. Ms. Heath asserts that
18 she has suffered abuse "at the hands of [me] resulted [sic] in monetary harm, mental suffering and
19 the disconnection of the plaintiff's domestic water use line." However, Ms. Heath has not filed
20 an amended complaint or an amendment to the Complaint to afford the Court authority and
21 jurisdiction to consider such a new claim. Additionally, the appropriate remedy for elder abuse is
22 a protective order, not monetary damages as claimed herein. Accordingly, the court should refuse
23 to consider any allegations of elder abuse.

24 Although Ms. Heath may not want to abide by her obligations as a member of the
25 WVHWA, the request for her to comply with the obligations and limitations expressly set forth in
26 the WVHWA bylaws does not amount to abuse of any kind. Additionally, Ms. Heath does not
27 reside on the property; therefore, she has not been subjected to any undue or abusive
28 circumstances. Ms. Heath has not been precluded from any right to take water from her property;

rather, she has been excluded from the privilege offered to all W V R W A members in good-standing.

IX. Conclusion

Based on the foregoing, I respectfully pray that Ms. Heath take nothing by way of her Complaint or any and all allegations in support thereof.

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

Dated: November 29, 2011

By Deborah T. St. Pierre
DEBORAH ST. PIERRE
In Properia Persona

EXHIBIT I



COUNTY OF RIVERSIDE • COMMUNITY HEALTH AGENCY
DEPARTMENT OF ENVIRONMENTAL HEALTH

ENVIRONMENTAL RESOURCES MANAGEMENT DIVISION

Date: June 27, 2011
Name: WEBER VALLEY HEIGHTS ASSOCIATI
Mailing Address: 44350 Benton Rd
Hemet, CA 92544

RECEIPT FOR PAYMENT
of
2011/2012
Annual Permit Fee

RE: Weber Valley Heights Assoc

Invoice No: IN0116818

Facility ID: FA0001407

Account ID: AR0001407

TYPE OF FEE
WAT State Small System

PAYMENT RECEIVED - THANK YOU:
Total Amount Received: \$ 1,030.00

Department of Environmental Health
P.O. Box 7600
Riverside, CA 92513

Please feel free to call our office if you have any questions. You may reach us at

EXHIBIT 2

5. B

1973

BY-LAWS

1. The name of the organization is WEBER HEIGHTS NON-PROFIT ASSOCIATION.
2. The officers shall be President, Vice President, Secretary and Treasurer, all members of the Board of Directors.
3. The Board of Directors shall consist of six (6) members, all elected by majority vote of all members of the organization present at any regular or especially called meeting. Board members shall serve for one year or until no longer land owners in the area served by the water system. Vacancies shall be filled by majority vote of those in attendance at the next regular meeting.
4. The duties of the Officers are as follows:
 - a. The president shall preside at all meetings; co-sign all bank checks; call all special meetings of the Board and members.
 - b. The Vice-President shall serve and act with the full authority of the President in his absence; co-sign all bank checks in the absence of the President or Treasurer.
 - c. The Secretary shall preside in the absence of both the President and Vice-President; keep all records and accounts; notify all members in good standing of all meetings; notify appropriate members of any special action taken by the membership as a whole or by the Board of Directors.
 - d. The Treasurer shall draw and co-sign all checks for disbursement of funds on order of the Board; receive and deposit all funds in a separate trust account; carry out all orders of the Board acting as a majority in any regular or especially called meeting.

5. The duties of the Board of Directors are as follows:
 - a. To establish all policy matters.
 - b. Control the use of the water system, its maintenance and repair.
 - c. Control, improve and maintain all dedicated roads.
 - d. Set the amounts of all fees.
 - e. Establish means of securing compliance with all directives including the timely payment of all fees.
6. All members of the Board shall serve without pay except the Secretary and Treasurer, the amount of pay to be determined by the Board.
7. Meetings of the Board of Directors shall be held quarterly except as deemed necessary by the President of the Board of Directors. Special meeting shall be called at the direction of the President.
8. Ownership of the water system which consists of two (2) wells shall run with the land and shall provide the total yield of the wells for all members, with consideration of the other members.
9. The use of the water shall be limited to normal and usual domestic use.
10. All water lines shall be installed underground where possible.
11. Check valves shall be installed at the point of take-off by each user at his sole expense.
12. All users shall install a holding tank of not less than five hundred (500) gallons capacity for each five acre lot to be served. (Optional)
13. Failure of any user to pay his share of the pumping, maintenance and repair costs of any part of the water system or to comply with adopted regulations within thirty (30) days after notice has been mailed to him of any charges or

WEBER VALLEY HEIGHTS WATER ASSOCIATION

BYLAWS

Revised July 13, 200~~7~~2

2002

ARTICLE I

NAME

Section 1: This organization shall be know as Weber Valley Heights Water Association.

ARTICLE II

OBJECTIVES

Section 1: The object of the organization shall be to establish all policy matters and to control the use of the water system, its maintenance and repair.

Section 2: The use of the water shall be limited to normal and usual domestic use.

Section 3: All water lines shall be installed underground where it is possible.

Section 4: Meters and check valves shall be installed at the point of take off by each user at his sole expense and maintained by the user.

Section 5: All users shall install a domestic water storage tank of not less than five hundred (500) gallons capacity for each five (5) acre parcel being served. Tanks should be filled in late evening as not to affect other members' water usage.

Section 6: Water shall be tested regularly.

Section 7: Establish means of securing compliance with all directives including timely payment of all fees.

ARTICLE III

MEMBERS

Section 1: The water system consists of three (3) wells, a water distribution piping system and storage tanks, and shall provide the total yield of water to all members. Ownership of this water system shall be held jointly by all members of the association with consideration of the other members. Ownership of the water rights shall remain with the land.

ARTICLE IV

OFFICERS

WEBER VALLEY HEIGHTS WATER ASSOCIATION
REVISED BYLAWS
Adopted September 19, 1999

ARTICLE I
NAME

Section 1: This organization shall be know as Weber Valley Heights Water Association.

ARTICLE II
OBJECTIVES

- Section 1:** The object of the organization shall be to establish all policy matters and to control the use of the water system, its maintenance and repair.
- Section 2:** The use of the water shall be limited to normal and usual domestic use.
- Section 3:** All water lines shall be installed underground where it is possible.
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- Section 6:** Water shall be tested regularly.
- Section 7:** Establish means of securing compliance with all directives including timely payment of all fees.

ARTICLE III
MEMBERS

- Section 1:** The water system consists of three (3) wells, a water distribution piping system and storage tanks, and shall provide the total yield of water to all members. Ownership of this water system shall be held jointly by all members of the association with consideration of the other members. Ownership of the water rights shall remain with the land.

ARTICLE IV
OFFICERS

- Section 1:** The officers shall be President, Vice President, Secretary, Treasurer, and Maintenance Officer. All officers are elected by a majority vote of members of the association present at any regular or called meeting.
- Section 2:** Officers shall serve two years or until they are no longer land owners in the area served by the water system. Vacancies shall be filled by majority vote of those in attendance at the next regular meeting. Officers shall serve without pay.

any vote or those present is acceptable for all motions brought to the membership
it is a stated exception in Robert's Rules of Order.

te is allowed per land parcel.

ARTICLE VI **FUNDS OF ORGANIZATION**

y water usage rates shall be based on pumping, maintenance and repair costs of the
ystem. When major repairs or upgrades are anticipated, an assessment may be
if approved by majority vote of all members.

l not paid by the next billing date shall be charged a \$5.00 late charge. No bill
5.00 shall be dealt with such. Any property owner that is three (3) months
ent shall be sent a certified letter with intent to terminate service. Service shall be
ected if payment is not received within 15 days. No meeting is needed to
e the disconnection. The maintenance officer and one other member will
ect the service.

changing water requirement fees, rehook up charges for terminated members will
00 plus all back maintenance and assessment charges since disconnection. A
shall be called to reconnect service.

EXHIBIT 4

EXHIBIT 5

INCIDENT REPORT

DATE PREPARED: 101410

RIVERSIDE COUNTY SHERIFF CAG33000

☐ INITIAL ☒ SUPPLEMENT 1

1. FILE NUMBER 0100910046	2. DATE/TIME REPORTED	3. DATE/TIME ASSIGNED	4. DATE/TIME BY STAFF	5. DATE/TIME BY TROOP	6. AGENT	7. JUV
8. OFFENSES - CODE SECTION Susp. Circumstances (NO CHANGE)		CRIME		COUNTS		8. SDP 0 1 2
10. OFFENSES - CODE SECTION (Add or Change to)		CRIME		COUNTS		11. SDP 0 1 2
12. OFFENSES - CODE SECTION (Add or Change to)		CRIME		COUNTS		12. SDP 0 1 2
14. LOCATION OF OCCURRENCE 36040 HAPPYHILL, SAGE		15. REF. DIST.	16. OCCURRED ON - DATE / TIME	17. OR BETWEEN - DATE / TIME		
18. BUSINESS NAME		19. BUSINESS PHONE		20. CASE STATUS / CLEARANCE EXC.		

VICTIM - REPORTING PARTY - WITNESS - OTHER:

☐ See Additional Persons Report

21. NAME (Last, First, Middle) REP ST. PIERRE, DEBORAH LYNN F W	22. DOB	23. NAME	24. DOB	25. NAME	26. DOB	27. NAME	28. DOB	29. NAME	30. DOB
31. RESIDENCE ADDRESS P/B		CITY	ZIP	33. RES. PHONE 957 767 0183					
34. BUSINESS ADDRESS		CITY	ZIP	35. BUS. PHONE Call 957 764 5119					
36. NAME (Last, First, Middle)		37. DOB	38. NAME	39. DOB	40. NAME	41. DOB	42. NAME	43. DOB	44. NAME
45. RESIDENCE ADDRESS		CITY	ZIP	46. RES. PHONE					
47. BUSINESS ADDRESS		CITY	ZIP	48. BUS. PHONE					

SUSPECT:

☐ Adult ☐ Juvenile

☐ Parole ☐ Probation

☐ See Additional Persons Report

☐ ARRESTED

51. NAME (Last, First, Middle)	52. DOB	53. NAME	54. DOB	55. NAME	56. DOB	57. NAME	58. DOB	59. NAME	60. DOB
61. DRIVER LICENSE NUMBER / ID NUMBER		62. STATE	63. SOCIAL SECURITY NUMBER		64. MIB NUMBER		65. CH NUMBER		
66. RESIDENCE ADDRESS		CITY	ZIP	67. RES. PHONE					
68. BUSINESS ADDRESS		CITY	ZIP	69. BUS. PHONE					

71. JUVENILE DISPOSITION: ☐ Other Juris. ☐ Juv. Crt. Prob. ☐ Within Dist. ☐ Detained ☐ Not Detained

72. GANG DATA Gang Name(s): ☐ Member ☐ Associate ☐ Self Admit ☐ Prior Knowledge		73. TATTOOS / SCARS / MARKS / CLOTHING DESCRIPTION	
TATTOOS / SCARS / MARKS ☐ Face ☐ Neck ☐ R Arm ☐ L Arm ☐ Hands ☐ Torso ☐ Back ☐ Legs			

VEHICLE:

☐ REFER TO CHP 139 FORM FOR STOLEN, RECOVERED, TOWED OR IMPOUNDED

74. VIN	75. LICENSE	76. STATE	77. YEAR	78. MAKE	79. MODEL	80. BODY STYLE	81. STYL / MOD / COLOR / MAKE
82. COLOR / COLOR	83. VIN 2	84. OTHER IDENTIFIERS		85. DISPOSITION OF VEHICLE			
86. REGISTERED OWNER		87. ADDRESS		CITY	STATE	ZIP	88. PHONE

☐ PROPERTY REPORT ATTACHED FOR STOLEN, RECOVERED, OR DAMAGED PROPERTY

89. DAMAGED PROPERTY VALUE

REPORTING OFFICER JENKINS	OFF. ID N3805	REVIEWED BY / DATE 10/14/10	ENTERED BY / DATE 10/14/10
APPROVED FOR ARCNET DEP. MULLINS		APPROVED BY / DATE 10/14/10	APPROVED BY / DATE 10/14/10

Form A - 10/1/98

P.02

NOV 21 2011 14:03

FAX: 951-791-3410

SHERIFF HENRY

File Number			
D100910046		Continuation Sheet	Page Number 2 of 2

DETAILS:

The purpose of this supplemental report is to close the case.

On 10/14/10, I called REP/Deborah St. Pierre. She told me the following:

After my initial report, she called and spoke directly to ARCNET Deputy B. Mullins herself. Mullins encouraged her to keep him apprised of the situation, but she has not called him back because the marijuana crop (99+ plants) was harvested and no marijuana is currently being grown at the location (36040 Happy Hill, Sage), to her knowledge.

Deborah explained she is the president of her homeowner's association. Having a commercial marijuana crop at the location is against the homeowner's rules and regulations, because the area is zoned for residential use only. Whether the crop was legal or illegal, the growers were also using too much communal water. The water department was notified and they terminated the grower's water service. The growers trucked in water for a time then harvested their crop and have not been back. Possibly they moved their enterprise to their other property in Sun City, unknown address.

Deborah also mentioned on 08/25/10, she called RSO for a 245 P.C. with a rifle at the location where the marijuana was being grown; refer to #D102380065. One shot ricochet off Deborah's house.

I am forwarding a copy of this supplemental to ARCNET for their information only.

CASE STATUS: EXC