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**States of New York and California**  
**Supreme Court of the United States**

May 22, 2022

**BY EMAIL TO:** [Ccerri@lakearrowheadcsd.com](mailto:Ccerri@lakearrowheadcsd.com)  
**BY CERTIFIED MAILING – 7014 0510 0002 4080 4219**

Catherine Cerri, General Manager  
Lake Arrowhead Community Services District  
P.O. Box 700, Lake Arrowhead, CA 92352  
27307 State Hwy. 189, Blue Jay, CA 92317

CC: Recipients listed on page 4.

**RE: AWAC's DIMINISHED AUTHORITY.**

Dear Ms. Cerri,

The proposal by the LACSD Board of Directors to assume the historical functions of The Arrowhead Woods Architectural Committee (AWAC) is disconcerting because the documents accessible on AWAC's website reveal **that at midnight on December 31, 2010 AWAC's authority over 36 of the 50 Lake Arrowhead Tracts ceased; also at that same time the CC & R's on 28 Tracts expired.** Therefore when AWAC declares that it has authority to transfer its powers over 50 Tracts to LACSD, it appears to be Innocently, Negligently or Intentionally Misrepresenting Facts.

The documents on AWAC's website reveal that in the 14 Tracts which were established before 1961 both AWAC's authority and the CC & R's are in perpetuity. However in the 36 Tracts created after 1960, with various exceptions in 4 tracts as noted in the endnotes hereafter on page 4, both AWAC's authority and the CC & R's ceased on December 31, 2010:

**The CC & R's – Article XI Sections (a) and (b).**

*“(a) The covenants, conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until December 31, 2010, for the mutual benefit of all the lots and building sites in said Tract.*

*“(b) At any time prior to December 31, 2010, the owners of record of lots or building sites in said Tract, subject to this declaration, having an aggregate area equivalent to not less than 55% of the total area of all said property, may extend the term during which said covenant, conditions and restrictions shall bind and effect said Tract to December 31, 2025, by executing and acknowledging an instrument in writing to that effect which shall be duly recorded with the County Recorder of San Bernardino, California.”*

**The actual property owner signatures “shall be duly recorded with the County Recorder...” before any extension becomes effective.**

**THE POWERS AND DUTIES OF AWAC - Article III Section (h)**

*“(h) The powers and duties of the Architectural Committee shall cease after 2010 unless prior to said date and effective thereon a written instrument shall be executed by the record owners of majority of the lots in said Tract and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers and authorities previously exercised by the Architectural Committee, and providing the procedure for appointing his or her successors.”*

***The actual property owner signatures “shall be duly recorded with the County Recorder...” before any extension becomes effective.***

**THE PROPERTY OWNER’S RIGHT OF TERMINATION/MODIFICATION - Article XIII**

*“The owners of record of lots or building sites in said Tract having an aggregate area equivalent to not less than 55% of the total area of all of said property may, at any time, modify, amend, cancel or annul, with respect to all of said Tract, all or any of the covenants, conditions and restrictions contained in this Declaration and any supplement or amendment thereto, by instrument in writing signed by said owners and acknowledged by them so as to entitle it to be recorded in the Office of the County Recorder of San Bernardino County, California.”*

***The actual property owner signatures “shall be duly recorded with the County Recorder...” before any extension becomes effective.***

In all three instances there is no provision that allows an agent or agents to “duly record” that they have or have seen property owners’ signatures.

On December 9, 2010, three officers of AWAC (James Paul Meng, President; Edward Alan Reilly, Vice President and Stacey McKay, Secretary) filed “certifications” under penalty of perjury that AWAC had been appointed in writing by various Tract property owners to extend the duration of the various CC & R’s and AWAC’s authority from December 31, 2010 to December 31, 2025. Please see the sample “Certification of Amendment of Declaration of Restrictions...” which is attached.<sup>1</sup>

The various Tract Declarations of Restrictions mandated that in order to effectuate any such changes, the authorizing property owners’ signatures must be filed, not an alleged agent’s sworn statement. The reason for this requirement was simple. The requirement prevented fraud.

If the actual signatures were not required, anyone could claim that they have or had at one time the signatures and were the representatives of the property owners. Proving otherwise would be extremely difficult particularly if the signatures were not preserved. Filing preserves them and gives notice.

The fact is that “certification” is not the same as the property owners’ signatures when the signatures are specifically mandated. And even if today, over eleven years delinquent, if AWAC were to produce the actual signatures and file them, I am not sure that would legally correct the delinquency. I leave that to others to argue.

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<sup>1</sup> The attached “certification” is for Tract 6489. This “certification” is substantially similar to all of the various “certifications” filed by AWAC for the various Tracts except that occasionally different Articles and Sections are cited in the AWAC “certifications” to accommodate 1) a different organizations of an individual Tract Restriction and/ or 2) the Restriction differences as noted in the Endnote to this letter (Page 4).

**LACSD'S ASSUMPTION OF AWAC'S AUTHORITY, DUTIES AND LIABILITIES:**

From 2003 to 2004 I was on the Board of Directors of LACSD and at that time LACSD scrupulously steered clear of any entanglement with AWAC. We realized that temptation of the increase of power over, and revenue from, the local property owners would be offset by a danger of unmitigated abuse. Property owners would be subject to the potentially unbridled control over both water and construction by only 3 citizens who were not be required to have any specialized training (the majority of a LACSD Board). That would be a formula for a potentially disastrous *power play*. LACSD assiduously steered clear of any such entanglement.

LACSD is now supporting California Senate Bill 1405, a bill granting LACSD the authority to assume the liabilities of AWAC. The pending Senate Bill 1405 provides that AWAC will “indemnify the district for any litigation-related costs incurred in carrying out AWAC’s duties. **Major conflicts of interest** exist in this entanglement. The entire Lake Arrowhead Community funds LACSD, while AWAC serves only a select few in “the Woods”. Moreover, this provision is not only meaningless, but also is ludicrous. AWAC has no significant funds now, nor will it be likely to have in the future. The only way that AWAC could indemnify LACSD for all future litigation relative to the CC & R’s would be if it were to take out a prepaid insurance policy/bond. It is improbable that any reliable company would issue such a policy or bond.

AWAC’s lack of solvency combined with the considerable potential for future litigation is one of the reasons that AWAC is endeavoring to assign its liabilities to LACSD. It should be noted that those liabilities would also include all debts owed to others, for instance its staff for any unpaid “wages” and past “loans”. This take-over proposal is a legal and political nightmare fraught with conflicts of interest. To make matters worse, this potential legal, financial and political disaster is being assumed by a water company, which has enough problems in facing an unprecedented California drought.

I urge that you and the LACSD Board of Directors 1) request that LACSD’s attorneys review the aforementioned conflicts of interests along with the validity of the filings of affidavits by 3 AWAC officers in effectuating the alleged extensions and 2) demand that AWAC produce and file the alleged property owners’ signatures, which these officers have sworn existed and gave them authority.

If the attorneys for LACSD issue a researched opinion and represent that AWAC has its claimed “extended authority” over “extended CC & R’s” and that LACSD will be indemnified by a financially solvent entity should there be liabilities and litigation in receiving such a grant of that authority, then LACSD can reasonably hold its counsel responsible if counsel is mistaken in such representation.

My opinions and conclusions are based upon the original Deeds, CC & R’s and later Amendments as currently uploaded and displayed on the AWAC website.

**I encourage everyone, particularly the LACSD and AWAC attorneys to research and disprove any of my allegations that AWAC’s authority and the majority of the CC & R’s have ceased.**

**The AWAC attorney should not be LACSD Board President John Wurm, Esq., who has been, and is the present attorney for AWAC. As LACSD Board Member President, he clearly has a concurrent conflict of interest with both LACSD and AWAC on these issues. (*California Rules of Professional Conduct 1.7 and ABA 1.7*)**

Yours,



Theodore Daly Heyck, Attorney at Law  
Former 2004 President of the LACSD Board of Directors  
And co-owner of Tract 5

***This letter was researched and prepared with the assistance of Garin Vartanian***

**ENDNOTE:**

TRACT 9785-1 -- CC & R's valid until 2027 and renewing every ten years thereafter unless a majority of lot owners object in a County Recorded vote. AWAC's authority is in perpetuity.

TRACT 10198 -- CC & R's cease December 31, 2010 unless renewed by owners of majority of the lots. AWAC's authority is in perpetuity

TRACT 10944 -- CC & R's cease 50 years after date that the original Declarations were recorded but may be extended every ten years thereafter by a recorded and filed vote of the majority of owners. The original Declarations were created on November 23, 1993 however the recording date is unknown to this author. That recording date would probably be on or about December of 1993, which would make the CC & R's expiration on, or about December of 2043. AWAC's authority is in perpetuity.

TRACT 14599 -- CC & R's cease December 31, 2010 unless extended by duly filed recorded vote of a majority of lot owners. AWAC's authority is in perpetuity.

**CC: BY EMAIL ONLY TO:**

LACSD President – John Wurm– [jwurm@lakearrowheadcsd.com](mailto:jwurm@lakearrowheadcsd.com)

LACSD Vice President – Steve Boydston – [sboydston@lakearrowheadcsd.com](mailto:sboydston@lakearrowheadcsd.com)

LACSD Director – Ryan Gross – [rgross@lakearrowheadcsd.com](mailto:rgross@lakearrowheadcsd.com)

LACSD Director – Steven R. Keefe – [skeefe@lakearrowheadcsd.com](mailto:skeefe@lakearrowheadcsd.com)

LACSD Director – Robert Morris – [rmorris@lakearrowheadcsd.com](mailto:rmorris@lakearrowheadcsd.com)

LACSD General Counsel - Joseph Byrne – [joseph.byrne@bbklaw.com](mailto:joseph.byrne@bbklaw.com)

Editor Mountain News - [Editor@mountain-news.com](mailto:Editor@mountain-news.com)

Mr. Harry Bradley, Publisher Mountain News - [Hbradley@mountain-news.com](mailto:Hbradley@mountain-news.com)

Lake Arrowhead News – [info@lakearrowheadnews.com](mailto:info@lakearrowheadnews.com)

Senator Ochoa-Bogh - [Sarah.couch@sen.ca.gov](mailto:Sarah.couch@sen.ca.gov); [Kate.Albiani@sen.ca.gov](mailto:Kate.Albiani@sen.ca.gov)

Recorded in Official Records, County of San Bernardino

12/15/2011



**LARRY WALKER**  
Auditor/Controller – Recorder

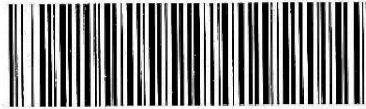
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Titles: 1

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Fees	24.00
Taxes	0.00
Other	0.00
PAID	\$24.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**TITLE(S)**

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**MENT OF DECLARATION OF RESTRICTIONS**

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**REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

**ARROWHEAD WOODS ARCHITECTURAL  
COMMITTEE  
POST OFFICE BOX 2026  
LAKE ARROWHEAD, CA 92352**

**CERTIFICATION OF AMENDMENT OF DECLARATION OF  
RESTRICTIONS FOR TRACT 6489, SAN BERNARDINO COUNTY**

The undersigned, being the members of the Arrowhead Woods Architectural Committee, a California Corporation, appointed in writing by the record owners of lots numbered 1 to 389, inclusive, in Tract 6489, in the County of San Bernardino, having an aggregate area equivalent to not less than 55% of the total area of said Tract, do hereby certify that said record owners have executed a written instrument appointing the undersigned to execute and record a document on their behalf to extend the term of said Declaration of Restrictions recorded on June 28, 1962, at Book 5725, Page 188.

Pursuant to Article XIII of said Declaration of Restrictions,

Article III(h) is deleted and replaced with the following:

“The powers and duties of the Architectural Committee shall cease after December 31, 2025, unless prior to said date and effective thereon, a written instrument shall be executed by the record owners of a majority of the lots in said Tract and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers and authorities previously exercised by the Architectural Committee. Successors to the current members of the Architectural Committee shall be chosen by a majority of the then current members of the Architectural Committee.”

Article XI is deleted and replaced with the following:

(a) The covenants, conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until December 31, 2025, for the mutual benefit of all the lots and building sites in said Tract and of all the lots and building sites now in existence or hereafter created in the Arrowhead Property with each other, both as to servient and dominant tenements as against other lots in said Tract.

**Tract 6489**

**Page 1 of 2**

(b) At any time prior to December 31, 2025, a majority of the owners of record of lots or building sites in said Tract, subject to this Declaration, may extend the term during which said covenants, conditions and restrictions shall bind and affect said Tract by executing an instrument in writing to that effect.

(c) The easements and reservations herein contained shall be perpetual unless released by the declarant grantor and/or those persons or corporations to whom such rights have been assigned and conveyed as herein provided.

The undersigned further certifies that the Arrowhead Woods Architectural Committee is the successor in interest to Title Insurance and Trust Company. This Certification is made pursuant to the authority granted to the Arrowhead Woods Architectural Committee by the said record owners of the lots in Tract 6489.

  
(Notarized signature of President)

  
(Notarized signature of Vice President)

  
(Notarized Signature of Secretary)



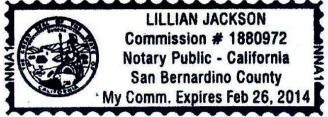
State of California )  
County of San Bernardino )

On December 9, 2010, before me, Lillian Jackson, Notary Public, personally appeared J. PAUL MENG, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Signature *Lillian Jackson* (Seal)



State of California )  
County of San Bernardino )

On December 9, 2010, before me, Lillian Jackson, Notary Public, personally appeared E. A. REILLY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Signature *Lillian Jackson* (Seal)



State of California )  
County of San Bernardino )

On December 9, 2010, before me, Lillian Jackson, Notary Public, personally appeared STACEY MC KAY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Signature *Lillian Jackson* (Seal)

