

1 Ron A. Souza
 2 751 Tammi Way
 3 Turlock, CA 95382
 Telephone: (209) 668-3055 (Home) / (209) 765-7678 (Cell)
 E-mail: RSouza@ur.com

FIRST AMERICAN TITLE COMPANY

7 Ron A. Souza,)	File Number: 0301-5234781
8 Claimant,)	Eagle Pro: 621812754
9 vs.)	Claim Information
10 First American Title Company,)	
11 Title Company.)	

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1 **I. INTRODUCTION**

2 Sierra Park Services, Inc. and Sierra Park Water Company, Inc. made demands against
3 Escrow for File Number 0301-5234781, however the demands were unfounded and Sierra Park
4 Services, Inc. and Sierra Park Water Company, Inc. lacked the authority to make binding
5 demands against the escrow. The Claimant protested the items on the Settlement Statement.
6 The Title Company informed the Claimant the Settlement Statement must be accepted to
7 complete the transaction. Under duress the Claimant signed the settlement papers.
8

9 **II. STATEMENT OF THE FACTS**

10 The subject property is APN: 031-073-01, 22101 Ruth, Long Barn, CA 95335, Lot 155
11 in Block 16 of I.O.O.F. Odd Fellows Sierra Camp Subdivision No, 1, according to the Official
12 Map thereof, filed in the Office of the County Recorder, Tuolumne County, California on March
13 8, 1950, in Volume 10 of Maps, at Page 44.

14 The Escrow Officer was First American Title Company's Emily Kuyper from the
15 Jackson, CA office.

16 The Preliminary Report, Estimated Settlement Statement (Exhibit B, Page 9) includes
17 Association Dues of \$565.93 (Sierra Park Services, Inc.), Utilities of \$437.49 (Sierra Park Water
18 Company, Inc.) and Transfer Fee to Sierra Park Water Company of \$50.00. The associated
19 Demands were also attached to the Preliminary Report (Exhibit B, Pages 20 & 21). The Final
20 Settlement Statement (Exhibit C) listed \$558.21, Utilities of \$431.52 and Transfer Fee to Sierra
21 Park Water Company of \$50. Prior to signing, the Claimant informed the Title Company the
22 demands were unfounded and that Sierra Park Services, Inc. and Sierra Park Water Company,
23 Inc. did not have the authority to make binding demands. The Claimant protested the items on
24 the Settlement Statement. The Title Company informed the Claimant that Sierra Park Services,
25 Inc. and Sierra Park Water Company, Inc. claim they are associations and possess the authority

1 to make the demands and that the Claimant must accept the Settlement Statement to complete the
2 transaction. Under duress the Claimant signed the settlement papers.

3 Only a non-profit corporation can be an Association.

4 Only Associations can levy assessments or dues against its members and encumber a
5 property by Demand without a related judgement and lien or via pre-arranged mutual agreement
6 between buyer and seller.

7 Non-Association corporations and others can only encumber a property by Demand with
8 a related judgement and lien or via pre-arranged mutual agreement between buyer and seller.

9 CC&Rs can only be recorded against a property with the authorization of the current
10 owner of the property.

11 January 19, 1949 – Odd Fellow Sierra Recreation Association, Inc. (OFSRA) came into
12 existence (Exhibit D) as a Section 501(c)(12) non-profit California Corporation, Entity Number:
13 C0233544, operating as a Home Owners’ Association.

14 March 3, 1950 – OFSRA drafted CC&Rs (Exhibit E) and with the cooperation of its
15 membership recorded the CC&Rs against all of the properties in the proposed subdivision, in
16 Vol. 45, Page 197, Official Records of Tuolumne County. The CC&Rs incorporated a 25-year
17 sunset clause, automatically terminating in 1975. This document appeared as an exclusion to
18 title insurance as item 6 (Exhibit B, Page 4)

19 March 31, 1950 – OFSRA developed the Odd Fellows Sierra Camp Subdivision (the
20 subdivision) (Exhibit F). OFSRA did not to retain title to the land the roads are built on, as
21 evidenced by the Subdivision Map (Exhibit G) and the lack of their existence in the tax records
22 of Tuolumne County both past and present. There is no title to the roads, there is no APN
23 associated with the roads and the Tuolumne County GIS system lists the roads with an identifier
24 number only as a place holder (Exhibit H). As a result, Civil Code 831 (Exhibit I) prevails. The
25 contrary is not shown in any valid document. The Final Subdivision Report clearly states “Roads

1 in this subdivision are private roads and are to be maintained by the lot purchasers.” No
2 easements, recorded or otherwise, are associated with the roads within the subdivision.

3 May 21, 1959 – OFSRA added 8 additional lots to the subdivision (Exhibits J & K). The
4 subject property is not one of them. The Amended Final Subdivision Report clearly states
5 “Roads in this subdivision are private roads and are to be maintained by the lot purchasers.”

6 1975 – OFSRA drafted new CC&Rs (Exhibit L), however the CC&Rs were recorded to
7 none (zero) of the lots in the subdivision.

8 December 31, 1984 – Odd Fellow Sierra Homeowners’ Association (OFSHA), an un-
9 incorporated organization, drafted CC&Rs.

10 NOTE TO THE READER: Use care not to confuse OFSHA with OFSRA.

11 January 3, 1985 – OFSRA recorded the OFSHA CC&Rs against a total of one of its lots
12 (Exhibit M). None of the other 364 lots in the subdivision, including the subject property,
13 recorded the CC&Rs against themselves at that time. The said CC&Rs was wrongfully recorded
14 and attached to the subject property having been recorded by OFSRA to the benefit of OFSHA
15 while neither OFSRA nor OFSHA held title to or possessed any power whatsoever over the
16 subject property and authorization was not provided by the property owner. This document
17 appeared as an exclusion to title insurance as item 9 (Exhibit B, Page 4).

18 February 12, 1985 – OFSRA re-recorded the OFSHA CC&Rs against the same one
19 property as above (Exhibit N). None of the other 364 lots in the subdivision, including the
20 subject property, recorded the CC&Rs against themselves at that time. The said CC&Rs was
21 wrongfully recorded and attached to the subject property having been recorded by OFSRA to the
22 benefit of OFSHA while neither OFSRA nor OFSHA held title to or possessed any power
23 whatsoever over the subject property and authorization was not provided by the property owner.
24 This document appeared as an exclusion to title insurance as item 9 (Exhibit B, Page 4).

1 October 10, 1986 – OFSRA re-stated its Articles of Incorporation (Exhibit O) and
2 converted from a non-profit California Corporation to a for-profit California Corporation,
3 relinquishing its Home Owners’ Association status.

4 October 10, 1986 – Odd Fellow Sierra Homeowners’ Association, Inc. (OFSHA) came
5 into existence (Exhibit P) as a Section 501(c)(12) Non-profit Mutual Benefit California
6 Corporation, Entity Number: C1544100, operating as a Home Owners’ Association.

7 OFSHA was a sham, holding only a dozen or so Board of Directors meetings between
8 1986 and 2007 with OFSRA appointing the OFSRA Board of Directors as the OFSHA Board of
9 Directors members and having filed no tax returns since 1992.

10 May 5, 1996 – In an effort to resolve a perceived access problem identified during a
11 failed attempt to add seven lots to the subdivision, OFSRA drafted and recorded the “Declaration
12 Relating to the Roads and Streets” (the Declaration) (Exhibit Q). The said document is defective
13 where OFSRA was not a “non-profit Mutual benefit corporation” as it claimed and OFSRA was
14 not “the owner of the streets and roadways...” as it claimed. The said document was wrongfully
15 recorded and attached to the subject property having been recorded by OFSRA to the benefit of
16 OFSRA while OFSRA did not hold title to or possess any power whatsoever over the subject
17 property and authorization was not provided by the lot owner. The Declaration is not a CC&R
18 even though it may be categorized as one in the Tuolumne County Recorder Electronic
19 Information Systems due to the lack of a more appropriate category only. This document
20 appeared as an exclusion to title insurance as item 10 (Exhibit B, Page 4).

21 2011 – Five additional properties recorded the OFSHA December 31, 1984 version of the
22 CC&Rs against their properties. The subject property was not one of them.

23 May 27, 2012 – OFSHA became defunct (Exhibit R) without a named successor when
24 the last of its active Board of Directors member’s resigned (Exhibit S) and no subsequent
25

1 meetings occurred. The one inactive Board of Directors member resigned on September 11,
2 2012 (Exhibit T) with no activity occurring thereafter.

3 March 25, 2013 – Sierra Park Services, Inc. came into existence (Exhibit U) as an
4 investor owned, for-profit California Corporation, Entity Number: C3556146, operating as a self-
5 proclaimed service company. Sierra Park Services, Inc. is NOT a non-profit California
6 Corporation and NOT entitled to be an Association per any California code. Sierra Park
7 Services, Inc.’s Rules and Regulation apply only to its Shareholders and those it holds contracts
8 with. Sierra Park Services, Inc. claims there are currently about 180 Shareholders and zero
9 contract holders.

10 Sierra Park Services, Inc. has no affiliation with the subdivision.

11 The Claimant is not a shareholder of Sierra Park Services, Inc.

12 The Claimant does not have any contract with Sierra Park Services, Inc.

13 March 25, 2013 – Sierra Park Water Company, Inc. came into existence (Exhibit V) as an
14 investor owned, for-profit California Corporation, Entity Number: C3556147, operating as a self-
15 proclaimed water company. Sierra Park Water Company, Inc. is NOT a non-profit California
16 Corporation and NOT entitled to be an Association per any California code. Sierra Park Water
17 Company, Inc. claims there are currently about 180 Shareholders and zero contract holders.

18 May 28, 2013 – Sierra Park Water Company, Inc. re-stated its Articles of Incorporation
19 (Exhibit W).

20 Sierra Park Water Company, Inc. has no affiliation with the subdivision.

21 The Claimant is not a shareholder of Sierra Park Water Company, Inc.

22 The Claimant does not have any contract with Sierra Park Water Company, Inc.

23 Sierra Park Water Company, Inc. passed its first major hurdle to becoming a California
24 Public Utilities Commission (CPUC) Regulated Utility on January 28, 2016 in CPUC Decision
25 16-01-047 (Exhibit X).

1 April 4, 2016 – Sierra Park Water Company, Inc. submitted its Tier 1 letter to the CPUC
2 (Exhibit Y). After modifications in response to protests filed with the CPUC, the Sierra Park
3 Water Company, Inc. Tier 1 letter was approved on June 1, 2016 (Exhibit Z) and the WTD 440
4 Tariff Book was created (Exhibit AA), retroactive to April 4, 2016.

5 Sierra Park Water Company, Inc. will become a CPUC Regulated Utility when it meets
6 the requirements put forth in CPUC Decision 16-01-047 (Exhibit X) and Tier 1 letter (Exhibit Z)
7 and Sierra Park Water Company, Inc. submits its Tier 2 letter and the CPUC subsequently
8 approves it.

9 The Sierra Park Water Company, Inc. Rules and Regulations including Rates and Fees
10 are defined in the WTD 440 Tariff Book (Exhibit AA), also published on Sierra Park Water
11 Company, Inc.’s website at www.sierraparkwater.com

12 Sierra Park Water Company, Inc. Transfer Fees are not authorized by the WTD 440
13 Tariff Book (Exhibit AA).

14 The subject property has no place of (water) consumption.

15 The subject property has not furnished or laid the necessary piping to make a connection
16 from any (water) service connection to any place of (water) consumption.

17 The subject property has no (water) “Service Connection” (Exhibit AA, Page 18,
18 definition of “Service Connection”) where the subject property has no piping or ditch.

19 The subject property has not provided a main valve.

20 The subject property does not meet the Condition Precedent to Receiving Service set
21 forth in Tariff Rule No. 16 – Service Connections, Meters, and Customer’s Facilities, A.2.a.(1)
22 and A.2.a.(2) (Exhibit AA, Page 65) where it has no Service Connection or any connection
23 whatsoever to the Sierra Park Water Company, Inc. water system and no main valve.

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1 The Claimant and subject property are not entitled to receive water service where the
2 subject property does not meet the Condition Precedent to Receiving Service set forth in of
3 Tariff Rule No. 16.

4 The Claimant is not a “Customer” of Sierra Park Water Company, Inc. (Exhibit AA, Page
5 17, definition of “Customer”) where the Claimant and subject property are not entitled to receive
6 service.

7 Sierra Park Water Company, Inc. has a history of dishonesty by providing misleading,
8 inaccurate and unfounded information as documented by the CPUC (Exhibit X, page 32, (page
9 31 of Decision)) and of inappropriate and unfounded rates and fees causing the CPUC to order
10 substantial refunds (Exhibit X, page 37, (page 36 of Decision), Ordering Paragraph 3.a.).

11 Key persons simultaneously serve on both the Sierra Park Services, Inc. and Sierra Park
12 Water Company, Inc. Boards of Directors (Exhibits AB, Page 1, Top & AC, Page 1, Top).

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14 **III. THE PRELIMINARY TITLE REPORT**

15 Comments regarding to the August 12, 2016 Preliminary Report:

16 **Exceptions to coverage:**

17 As of July 1, 2016 the “exceptions to coverage in addition to the printed Exceptions and
18 Exclusions in said policy form would be as follows:”

19 Item 6: (Exhibit B, Page 4) *“Covenants, conditions, restrictions and easements in the*
20 *document recorded March 03, 1950 as BOOK 45, PAGE 197 of Official Records”* (Exhibit B,
21 Page 4). The said CC&Rs (Exhibit E) automatically terminated in 1975 per item (13) *“These*
22 *covenants and restrictions are to run with the land and shall be binding on all the parties and all*
23 *persons claiming under them for a period of twenty-five (25) years from the date of this*
24 *instrument and at the expiration of said period of twenty-five (25) years these restrictions and*
25 *covenants shall terminate.”*

1 Item 9: (Exhibit B, Page 4) *“Covenants, conditions, restrictions, easements,*
2 *assessments, liens, charges, terms and provisions in the document recorded January 03, 1985 as*
3 *BOOK 771, PAGE 659 of Official Records”* (Exhibit M) and *“Document re-recorded February*
4 *12, 1985 as BOOK 775, PAGE 79 of Official Records”* (Exhibit N). The said CC&Rs were
5 wrongfully recorded and attached to the subject property having been recorded by OFSRA to the
6 benefit of OFSHA while neither OFSRA nor OFSHA held title to or possessed any power
7 whatsoever over the subject property and authorization was not provided by the lot owner.

8 Item 9: (Exhibit B, Page 4) *“ODD FELLOWS SIERRA Homeowners Association is*
9 *referenced in the above mentioned document.”* OFSHA became defunct on May 27, 2012
10 without a named successor.

11 Item 10: (Exhibit B, Page 4) *“The Terms, Provisions and Easement(s) contained in the*
12 *document entitled “DECLARATION RELATING TO THE ROADS AND STREETS LOCATED IN*
13 *AND APPURTENANT TO THE I.O.O.F. ODD FELLOWS SIERRA CAMP SUBDMSION #1,*
14 *AND SUBDMSION #2” recorded May 09, 1996 as INSTRUMENT NO. 1996-6657, BOOK 1391,*
15 *PAGE 0719 of Official Records”* (Exhibit Q). The said document is defective where OFSRA is
16 not a “non-profit Mutual benefit corporation” as it claims and OFSRA is not “the owner of the
17 streets and roadways...” as it claims. The said document was wrongfully recorded and attached
18 to the subject property having been recorded by OFSRA to the benefit of OFSRA while OFSRA
19 did not hold title to or possess any power whatsoever over the subject property and authorization
20 was not provided by the lot owner.

21 **Demands:**

22 Sierra Park Water Company, Inc: (Exhibit B, Page 20) The said document was
23 wrongfully submitted having been submitted by a for-profit corporation without a court
24 judgement and lien. The Claimant challenged the Title Company regarding the authority of
25

1 Sierra Park Water Company, Inc. to make a binding demand and the Title Company failed to
2 authenticate Sierra Park Water Company, Inc. and identify it lacked that authority.

3 Sierra Park Service Company, Inc: (Exhibit B, Page 21) The said document was
4 wrongfully submitted having been submitted by a for-profit corporation without a court
5 judgement and lien. The Claimant challenged the Title Company regarding the authority of
6 Sierra Park Services, Inc. to make a binding demand and the Title Company failed to
7 authenticate Sierra Park Services, Inc. and identify it lacked that authority.

8 **Estimated Settlement Statement:**

9 *“Prorations/Adjustments - Association Dues 08/12/16 to 06/01/17 @\$705.00/yr”*: The
10 Claimant protested the line item but despite the protest, the line item was subsequently
11 wrongfully included on the Final Settlement.

12 *“Prorations/Adjustments - Utilities 08/12/16 to 06/01/17 @\$545.00/yr”*: The Claimant
13 protested the line item but despite the protest, the line item was subsequently wrongfully
14 included on the Final Settlement.

15 *“Miscellaneous - Transfer Fee to Sierra Park Water Company, Inc”*: The Claimant
16 protested the line item but despite the protest, the line item was subsequently wrongfully
17 included on the Final Settlement.

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19 **IV. CONCLUSIONS**

20 The Claimant signed the settlement papers under duress having been informed by the
21 Title Company that Sierra Park Services, Inc. and Sierra Park Water Company, Inc. claim they
22 are associations and possess the authority to make the demands and that the Claimant must
23 accept the Settlement Statement to complete the transaction.

1 For the purpose of financial gain, Sierra Park Services, Inc. fraudulently claimed it has
2 the authority to create binding Demands and that it owns the roads in the subdivision among
3 other things and wrongfully submitted the Demand.

4 Because Sierra Park Services, Inc. is not an Association, no valid or influencing CC&Rs
5 are recorded against the subject property and no judgement or lien exists against the subject
6 property, the Title Company wrongfully accepted the Sierra Park Services, Inc. Demand and
7 wrongfully collected from the Claimant based on the Demand.

8 The Title Company failed to authenticate Sierra Park Services, Inc. and identify they lack
9 the authority to make binding demands.

10 The Claimant is not a customer of Sierra Park Water Company, Inc.

11 For the purpose of financial gain, Sierra Park Water Company, Inc. fraudulently claimed
12 it has the authority to create binding Demands among other things and wrongfully submitted the
13 Demand.

14 Because Sierra Park Water Company, Inc. is not an Association, no valid CC&Rs are
15 recorded against the subject property, no judgement or lien exists against the subject property
16 and Transfer Fees are not authorized in the Tariff, the Title Company wrongfully accepted the
17 Sierra Park Water Company, Inc. Demand and wrongfully collected from the Claimant based on
18 the Demand.

19 The Title Company failed to authenticate Sierra Park Water Company, Inc. and identify
20 they lack the authority to make binding demands.

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22 **V. RELIEF REQUESTED**

23 The amount collected by the Title Company for Association Dues of \$558.21, Utilities of
24 \$431.52 and Transfer Fee to Sierra Park Water Company of \$50.00 totaling \$1,039.73 plus
25 interest be refunded to the Claimant.

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VI. INDEX OF EXHIBITS

- Exhibit A – Claim Information (this document)
- Exhibit B – Preliminary Report – August 12, 2016
- Exhibit C – Final Settlement Statement – Printed September 6, 2016
- Exhibit D – Odd Fellows Sierra Recreation Association, Inc. - Articles of Incorporation –
January 19, 1949
- Exhibit E – Declaration of Restrictions I.O.O.F. Odd Fellow Sierra Camp Subdivision 1 –
February 17, 1950
- Exhibit F – Division of Real Estate – Subdivision Public Report on I.O.O.F. Odd Fellow
Sierra Camp Subdivision 1 – March 31, 1950
- Exhibit G – Subdivision Map - I.O.O.F. Odd Fellow Sierra Camp Subdivision 1 – March
8, 1950
- Exhibit H – Tuolumne County GIS MAP – Odd Fellow Sierra Camp Subdivision –
October 12, 2012
- Exhibit I – California Civil Code (CIV) 831 (Enacted 1872.) – AS of September 24, 2016
- Exhibit J – Division of Real Estate – Subdivision Public Report on I.O.O.F. Odd Fellow
Sierra Camp Subdivision 1 – March 31, 1950
- Exhibit K – Subdivision Map - I.O.O.F. Odd Fellow Sierra Camp Subdivision 1 – April
7, 1959
- Exhibit L – Declaration of Covenants, Conditions and Restrictions Effecting that
Property Known as I.O.O.F. Odd Fellow Sierra Camp Subdivisions 1 & 2" –
1975

- 1 Exhibit M – Declaration of Covenants, Conditions and Restrictions (in favor of Odd
2 Fellows Sierra Homeowners’ Association, Inc.) – Recorded by Odd Fellows
3 Sierra Recreation Association, Inc. – January 3, 1985
- 4 Exhibit N – Declaration of Covenants, Conditions and Restrictions (in favor of Odd
5 Fellows Sierra Homeowners’ Association, Inc.) – Re-recorded by Odd
6 Fellows Sierra Recreation Association, Inc. – February 12, 1985
- 7 Exhibit O – Odd Fellows Sierra Recreation Association, Inc. – Restated Articles of
8 Incorporation – October 10, 1986
- 9 Exhibit P – Odd Fellows Sierra Homeowners’ Association, Inc. – Articles of
10 Incorporation – October 10, 1986
- 11 Exhibit Q – Declaration Relating to the Roads and Streets Located in and Appurtenant to
12 the I.O.O.F Odd Fellows Sierra Camp Subdivision #1, and Subdivision #2 –
13 May 9, 1996
- 14 Exhibit R – California Secretary of State – Business Entity Detail – Odd Fellows Sierra
15 Homeowners’ Association, Inc. – September 27, 2016
- 16 Exhibit S – Odd Fellows Sierra Homeowners’ Association, Inc. – Board of Directors
17 Resignations – May 2016
- 18 Exhibit T – Odd Fellows Sierra Homeowners’ Association, Inc. – Board of Directors
19 Member Jesse R. Worsham Resignation – September 10, 2016
- 20 Exhibit U – California Secretary of State – Business Entity Detail – Sierra Park Services,
21 Inc. – April 30, 2015
- 22 Exhibit V – California Secretary of State – Business Entity Detail – Sierra Park Water
23 Company, Inc. – April 30, 2015
- 24 Exhibit W – Certificate of Restatement of the Articles of Incorporation of Sierra Park
25 Water Company, Inc. – May 28, 2013

1 Exhibit X – California Public Utilities Commission – Decision Resolving a Complaint
2 and Authorizing a Certificate of Public Convenience and Necessity as
3 Modified – Decision 16-01-047 – January 28, 2016

4 Exhibit Y – Sierra Park Water Company, Inc. - Tier 1 letter to the California Public
5 Utilities Commission – April 4, 2016

6 Exhibit Z – California Public Utilities Commission – Disposition of Sierra Park Water
7 Company Advice Letter Number 1 – June 1, 2016

8 Exhibit AA – Sierra Park Water Company, Inc. – WTD 400 – Tariff Book – April 4,
9 2016

10 Exhibit AB – Sierra Park Services, Inc. – Newsletter – Volume 4.1 – August 2016

11 Exhibit AC – Sierra Park Water Company, Inc. – Newsletter – Volume 4.1 – August
12 2016

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14 **VII. VERIFICATION**

15 I am the claimant in the above entitled matter; the statements in the foregoing document
16 are true of my knowledge.

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19 DATED: September 29, 2016

Respectfully submitted,

20 By: Ron A. Souza
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