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Attorneys for GREENHILLS MASTER ASSOCIATION

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MADERA

GREENHILLS MASTER ASSOCIATION, a nonprofit corporation,

Plaintiff,

v.

THE BOARD, dba The Water Resource Council, an unincorporated association; SIERRA GOLF MANAGEMENT, a corporation; MARTIN BOONE, an individual; SHEILA STOCKER, an individual; DAN BACCI, an individual; SUZANNE PRICE, an individual; ANDREW CREIGHTON, an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: MCV095445

DECLARATION OF JOHN CAMPBELL IN SUPPORT OF PLAINTIFF'S EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION

Complaint filed: June 20, 2025

Date: July 11, 2025
Time: 8:15 am
Dept: 44

I, John Campbell, declare as follows:

1. I am an individual over the age of 18 years. I have personal knowledge of the matters contained in this declaration. If called as a witness, I could and would testify as set forth herein. As to any matters offered on information and belief, I believe them to be true.

2. I am the President of the Board of Directors of Greenhills Master Association ("**Greenhills**"). I have served in this capacity since October 2024 and am fully familiar with the facts and circumstances described herein. I make this declaration in support of Greenhills' Ex Parte Application for a Temporary Restraining Order and Order to Show Cause re Preliminary Injunction against The Board dba The Water Resource Council ("**WRC**") and Sierra Golf Operations LLC dba Sierra Golf Management ("**SGM**").

3. Greenhills is a 905-unit residential community in Chowchilla, California. Our lush common areas, lakes, and fountains are maintained by water drawn from shared wells operated by WRC and serviced by Sierra. For most of the past year, our daily lives, our homes, even our very safety, have depended on the uninterrupted flow of this water.

4. On June 5, 2025, I received an email forwarded to me from the WRC stating that SGM had discontinued services to Greenhills because of alleged overdue charges. A true and correct copy of said email is hereto attached as **Exhibit A**. The email ominously described "detrimental effects of no lake maintenance"—veiled language that masked a far graver threat: a total shutdown of our water supply.

5. On June 10, 2025, WRC intensified its threats. In an email copied to every homeowner, WRC declared that Sierra "had no choice but to start assessing late penalties and halt service to Greenhills Lakes." A true and correct copy of said email is hereto attached as **Exhibit B**. I read those words in disbelief. "Halt service?" Not just increased fees, but a literal cutoff of water—our most fundamental need.

6. On June 25, 2025, WRC sent yet another email, forwarded by Director Dan Bacci, repeating that Greenhills was "in default" and insinuating that the community must "beg"—in effect, a form of extortion—to keep water flowing. A true and correct copy of said email is hereto attached as **Exhibit C**. Each communication has been a knife to the throat of our community, threatening to plunge us into chaos with zero notice.

7. Although service was briefly restored on June 7, 2025, the underlying dispute remains unresolved, and WRC/Sierra's communications make clear that another

abrupt shutoff is only a matter of time. I fear that, come Monday morning, families will awaken to vanishing lake levels, increased sunlight reaching aquatic plants, and explosive algae growth—far beyond the control of any available treatments. This unchecked bloom could rapidly consume oxygen in the water, killing fish and other wildlife. Should toxic algae take hold, it could harm or even kill cherished pets. Residents already sensitive or allergic to airborne algae particulates have reported ill health effects, and the danger is particularly grave for children and the elderly, whose immune systems are more vulnerable.

8. Worse still, once depletion occurs, no amount of summer pumping—not even at full capacity—can restore lake levels until the winter rains return. These noxious conditions could persist for months, bringing long-lasting environmental, health, and aesthetic damage to our community. The damages would inevitably harm home values and, more importantly, endanger lives.

9. In addition, the lakes serve as the only backup fire suppression system for our community in the event of a catastrophic blaze. The aging water infrastructure of the City of Chowchilla could never supply sufficient water to fight such a fire. In such an emergency, pumping from the lakes would be our community's sole salvation. Without this vital resource, a single spark—carried by fierce summer winds—could ignite the palm trees left unpruned by the golf course, sending burning embers racing through our 600-acre neighborhood. Volunteer firefighters would stand no chance without the water now under threat from the WRC.

10. I have personally met with WRC leadership and offered to engage in some type of resolution or negotiation. Each time, I have encountered stone-wall insistence: threats of water shut-offs persist until Greenhills' full payment on WRC's terms. This is not enforcement of a contract; it is hostage-taking.

11. Monetary damages cannot rectify these harms. No award can restore a burned home, no sum can un-drink contaminated water, and no payment can resurrect a life lost to dehydration or disease.

I declare under penalty of perjury under the laws of the State of California that this declaration is true and that it was executed at Chowchilla, California on July 10, 2025.

John Campbell
John Campbell (Jul 10, 2025 07:49 PDT)

John Campbell

HARRIS LAW FIRM PC

Exhibit A

Dear Greenhills Homeowner,

As the Water Resource Council (WRC), we are notifying you of some recent actions taken by Sierra Golf Management (SGM) and what to expect in the coming months. The Greenhills board notified SGM no invoices would be paid until certain criteria was met by the WRC. SGM is not part of the WRC Agreement and is strictly a vendor providing services. In an effort to protect themselves from the loss of thousands of dollars, while the WRC and Greenhills engage in costly and extended legal battles, SGM has taken protective measures against these unfair actions by the Greenhills board. As a vendor, SGM has been very patient waiting for Greenhills to pay past due accounts.

First, our water resources are already at a distinct disadvantage of having a single well source, Poppy Hills, for the South half of the water system. We had hoped to have a backup source of water up and running before summer, the Kona Well, however Greenhills has refused to pay their share of the Kona Well development and pump costs, which have already been paid by the other three entities of the WRC. This leaves us with zero backup in the event the Poppy Hills well would be down for any reason.

Second, Greenhills received notification in May that the outstanding invoices for the fixed costs from May and the variable costs from April needed to be paid by May 31st or SGM would have no choice but to start assessing late penalties and halt service to Greenhills Lakes. SGM is a vendor providing essential services to all lake owners involved in the WRC Agreement. SGM has been covering Greenhills bills from their operating account for utilities, vendors, chemicals, and other necessary expenses. All invoices submitted to SGM by providers, such as PG&E, on behalf of Greenhills must be guaranteed and paid on-time by SGM and must be reimbursed in a timely manner. Refusing to reimburse a vendor for invoices that have already been paid is unacceptable and a clear violation of the WRC Agreement. In effect, SGM extends a loan to Greenhills with the expectation of repayment within 30 days. This is a fair request. All other WRC entities manage to settle their bills on time.

The current Greenhills board has some issues with the WRC and those issues need to be resolved between the WRC and the Greenhills board. SGM has made it VERY clear to the Greenhills board that SGM is not part of the WRC agreement. Withholding payment from a vendor who has upfronted the money to cover Greenhills expenses has led to SGM discontinuing services to Greenhills. No fountains or aeration will be run, and maintenance will not be performed in the following Greenhills water features. Please be prepared to experience lower water levels and see other detrimental effects of no lake maintenance.

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WF 8 – Cascades Lake
WF 9 - Cascades Fountain
WF 12 – Pheasant Run Blvd
WF 14 – Bella Lagos
WF 15 – Torrey Pines

If this situation is not rectified within days, the affected Greenhills water features will be at a point of no return and SGM will not be able to fill these lakes before the winter months.

The WRC will not respond to questions concerning this email. If you have any questions or concerns, please contact a Greenhills board member.

The Water Resource Council
www.thewrc.org

Exhibit B

From: thewrc <thewrc@proton.me>
Sent: Tuesday, June 10, 2025 1:08 PM
Subject: Updated Information Concerning Greenhills Payments

Dear Greenhills Homeowner,

This email is an update and an effort to inform all homeowners of ongoing matters related to lake maintenance brought on by the current Greenhills Board.

On May 3, 2025, the WRC received a letter from a newly hired Greenhills attorney, Justin Harris. In this letter Greenhills stated three separate times they will not participate until the WRC capitulates to the demands of the current board. Also at several times, comments and claims about individuals were made that border on defamation and libel. It is not the case that attorneys engage in such language in a formal letter—especially an initial communication, which leads one to question whether an attorney actually wrote the letter even though Mr. Harris signed it.

On May 16, 2025, the WRC attorney responded to Mr. Harris' letter, please see attached copy. This date becomes important because at the open Greenhills board meeting on May 20, President John Campbell publicly announced the Greenhills attorney had sent a letter but had not received a response. In providing this misinformation, he used the following phrases, "our attorney sent a letter but the response has been crickets", "we got nothing back but disrespect" and "the WRC did not respond in any way." Interestingly, at the closed Executive session immediately following the open board meeting on the very same night, the Greenhills board signed and sent a "Resolution" to the WRC expressly stating they were not wanting to withdraw from the WRC, even though in the letter of May 3 it was mentioned three times that Greenhills did not wish to participate in the WRC at the time. Of interest here is that President Campbell claimed they had not received a response from the WRC, yet the "Resolution" clearly shows that they had. (The Resolution is attached for your convenience.)

On June 5, 2025, President John Campbell sent out "a breaking news" edition of The Greenhills Report, Issue 3. In it he states, "No prior notice of the shutdown was given to the Greenhills Board or residents". This is blatantly false. Management was given notice on May 23 that services would be discontinued if outstanding balances were not paid by June 1. Sierra Golf Management is NOT part of the WRC Agreement. They are a vendor responsible for lake maintenance for the entities covered by the WRC. All vendors are directly

supervised by property management. The two unpaid invoices were not for any "unusual" expenses. They were for the fixed monthly lake maintenance costs of $7,883.87 and the PG&E water meter costs, which Sierra Golf Managements upfronts for Greenhills, in the amount of $7,583.93. In other words, SGM pays Greenhills bill and then waits for the reimbursement. This is how the lakes have been managed since they were created.

When the Greenhills board announced publicly in two open board meetings, April and May, they would not pay any Sierra Golf Management invoices until their issues with the WRC were resolved, and stated in print twice they would not pay, Sierra Golf Management had no choice but to start assessing late penalties and halt service to Greenhills Lakes. Sierra Golf Management has been covering Greenhills bills from their own operating account for utilities, vendors, chemicals, and other necessary expenses. All invoices submitted to Sierra Golf Management by providers, such as PG&E, on behalf of Greenhills must be guaranteed and paid on-time by Sierra Golf Management and must be reimbursed in a timely manner. Refusing to reimburse a vendor for invoices that have already been paid on Greenhills behalf is unacceptable and a clear violation of the WRC Agreement and is, to be sure, unethical. In effect, Sierra Golf Management extends a loan to Greenhills with the expectation of repayment within 30 days. This is a fair request. All other WRC entities manage to settle their bills on time. Any person who publicly states they will not pay their bills, and puts in print they will not pay their bills, is demonstrating a distinct leanness of intellect regarding financial operations.

The WRC will not respond to questions concerning this email. If you have any questions or concerns, please contact a Greenhills board member.

The Water Resource Council

Exhibit C

Gmail

John Campbell <johncampbell.ghma@gmail.com>

Fwd: Update from The WRC

1 message

Dana Troost (Dairygirl1) <danatroost@gmail.com> Thu, Jun 26, 2025 at 12:34 PM
To: John Campbell <johncampbell.ghma@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: Jeff Troost <milkmantroost@gmail.com>
Date: June 26, 2025 at 12:32:03 PM PDT
To: Dana Troost <danatroost@gmail.com>
Subject: Fwd: Update from The WRC

---------- Forwarded message ---------
From: **Water Resource Council** <dan@sierragolfmanagement.com>
Date: Thu, Jun 26, 2025 at 11:49 AM
Subject: Update from The WRC
To: <milkmantroost@gmail.com>

The Water Resource Council

Update from The WRC

June 25, 2025

Recent statements and publications from the Greenhills board have continued to portray the WRC in a negative light for fulfilling the responsibilities assigned to them, as outlined in the Agreement established among the four lake owners involved. The Greenhills Board appears to be either unaware of the essential reasons behind the consolidation of the four entities or is choosing to overlook the intent of the recorded Agreement. This Agreement outlines the terms allowing the three participating homeowners' associations (HOAs) access to water from the golf course for the HOA's individual lakes and water features.

It is important to remember the WRC is NOT a Greenhill's committee. It was specifically set up to be an independent board to do its job on behalf of all parties and not answering to any one entity. This was essential to mitigate the impact of political dynamics inherent in the various HOAs. This system has worked well for the past few years. It is discouraging that the new Greenhill's board has elected to ignore these factors and have returned to the very behavior the agreement was made to correct. Instead, they ignore the Agreement and demonize the WRC, just as they did SGM, for doing what they were primarily appointed and directed to do, which is to independently oversee the maintenance of the water delivery system and bill the parties for their share of the cost.

Water agreements between Pheasant Run LLC and Greenhills have been in place since Greenhills was first developed. The multiple Agreements have ALWAYS included wells and well maintenance. The original wells that served this community were all drilled prior to any residential development and are all in excess of 50 years old. Fortunately, no new wells were necessary from 1997 to the early 2020's, but lowering water tables in recent years have made these old wells obsolete. Consequently, the first new well since the 1960's was put in, now known as Poppy Hills well. In the event Poppy Hills well becomes incapacitated in any way, for any duration of time, there isn't a backup well or other means to obtain water. For this reason, drilling a new Kona well became necessary The four entities taking part in the WRC Agreement authorized the WRC to act on their behalf, enabling the council to approve repairs to the water delivery system and subsequently bill the respective parties for their share of the costs, as outlined in section 2(d).

2(d). Authority and Actions of the Board; Written Consent. As set forth above, the Board is being established for the purpose of overseeing maintenance of the Water Delivery System and determining the priority and allocation of Excess Water, if any, among the Lakes. As such, the Board shall have the authority to take such actions and make such decisions as shall be necessary or appropriate to carry out the foregoing purposes, all of which shall require a majority vote of the Board. Such actions shall include, without limitation, engaging necessary services and paying all costs incurred in connection with

maintenance of the Water Delivery System, as well as sending out monthly invoices to all owners of the Real Properties (collectively, the "Owners") for their pro rata share of said costs in accordance with the terms of this Instrument. Any action or decision permitted to be taken or made by the Board may be taken or made

without a meeting if all of the members give their unanimous written consent thereto.

Despite having paid the overdue fixed and variable cost bills, Greenhills remains in default. They have formally notified the WRC that they will not be contributing to the expenses for the installation of pumps at the new Kona Court well, in contrast to all other involved parties who have fulfilled their financial obligations. This situation placed the WRC in a challenging position, lacking sufficient funds to fulfill the project requirements amidst the summer water demands, all while being without a backup well. As a result, Pheasant Run LLC advanced Greenhills share, placing the WRC in a position where it must pursue further collection efforts against Greenhills. This development is likely to incur additional legal expenses for all members of Greenhills HOA.

Greenhills has justified their position of not fulfilling their obligations for the Kona well by claiming Pheasant Run LLC lacks legal right to the well. However, this assertion is unfounded and lacks merit. The easement agreement was submitted to the Greenhills board months ago, demonstrating Pheasant Run LLC's legitimate claim. Prior to finalizing the WRC Agreement, these documents underwent a thorough legal review. We encourage you to examine the documents yourself and draw your own conclusions.

Click Here for Block 10 Easement Click Here for Block 10 Map

The WRC will not respond to this email. If you want more information, please contact a Greenhills board member.

Thank you,

The WRC