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Borrego Air Ranch Mutual  
Water & Improvement Co.

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Borrego Air Ranch Mutual  
Water & Improvement Co.  
Post Office Box 1782  
Borrego Springs, CA 92004

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE  
BORREGO AIR RANCH MUTUAL WATER & IMPROVEMENT CO.**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 13<sup>th</sup> day of February, 2016, by the Board of Directors of the Borrego Air Ranch Mutual Water & Improvement Co., a California Corporation, hereinafter referred to as the "Company".

WHEREAS, the Borrego Air Ranch consists of the South half of the Northeast quarter and the East 250 feet of the South half of the Northwest quarter of Section 30, Township 11 South, Range 7 East, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey approved on December 20, 1856, and is composed of multiple parcels of various sizes now in the title ownership of various persons and entities who are Shareholders in the Borrego Air Ranch Mutual Water and Improvement Company and

WHEREAS, the Borrego Air Ranch was formed and platted by Record of Survey No. 1841, recorded on May 26, 1948, as Document 1948-0053381, in the office of the Recorder of the County of San Diego, State of California, and is a common interest development and stock cooperative, and

WHEREAS, the majority of Shareholders approved Rules, Regulations, Restrictions, Covenants and Conditions (hereinafter "Rules, Regulations and Restrictions") at the regular Shareholders' Meeting of April 8, 2000, and at subsequent meetings, and directed that said Rules, Regulations and Restrictions be recorded to serve as notice to all persons interested as owners or prospective owners of parcels in the Borrego Air Ranch, and

WHEREAS, the Board of Directors has been given the authority to adopt, repeal, modify, change and enforce all Rules, Regulations and Restrictions not inconsistent with laws of the State of California or with the Company's Articles of Incorporation and By-Laws, and

WHEREAS, the Board of Directors did meet on the 13<sup>th</sup> day of February 2016, and updated those Rules, Regulations and Restrictions to incorporate all approved changes, and

WHEREAS, the following amended and restated Rules, Regulations and Restrictions are intended to and do hereby cancel, void and supersede, the previous renditions of same as adopted and recorded within the office of the Recorder of the County of San Diego, State of California, as follows:

1. October 17, 1988 as Instrument 1988-529021;
2. June 1, 2001 as Instrument 2001-0358772;
3. April 1, 2003 as Instrument 2003-0364230;
4. November 2, 2005 as Instrument 2005-0953779;
5. October 5, 2006 as Instrument 2006-0709138;
6. October 4, 2007 as Instrument 2007-0643342;
7. November 7, 2008 as Instrument 2008-0582535; and
8. March 19, 2012 as Instrument 2012-0158245.

THEREFORE, the Board of Directors has directed the Borrego Air Ranch Documents Manager to record in the office of the Recorder of the County of San Diego, State of California, the following Rules, Regulations and Restrictions, in the following form and content:

## **I. RULES AND REGULATIONS – GENERAL**

### **A. AUTHORITY AND AMENDMENTS**

1. These Rules, Regulations and Restrictions are adopted and enforced by the Board of Directors under the provisions of Article VII, Section 4, of the By-Laws of the Company.
2. The Board of Directors declares that all parcels within the Borrego Air Ranch described above shall be held, transferred, encumbered, used, occupied, sold and conveyed subject to the Rules, Regulations and Restrictions herein set forth, expressly and exclusively for the use and benefit of said parcels and of each and every person or entity who now or in the future owns any of said parcel or parcels.
3. The Rules, Regulations and Restrictions herein set forth are to run with the land and shall be binding on all parcel owners and all persons claiming under them for a period of 30 years from the date this document is recorded or until a change is made thereto by the Board of Directors.

4. Invalidation of any one of these Rules, Regulations and Restrictions by a final Judgment shall not affect any of the other provisions, which shall remain in full force and effect.

5. The Board of Directors may adopt, modify, change and repeal these Rules, Regulations and Restrictions, pursuant to Article VII, Section 4, of the By-Laws of the Company.

## B. NOTICE OF AIRPORT IN VICINITY

All parcels in the Borrego Air Ranch are located in the vicinity of an airport and within an airport influence area. For that reason, the parcels may be subject to some of the annoyances and inconveniences associated with proximity to airport operations (such as noise, vibration or odors). Individual sensitivities to those annoyances can vary from person to person. Before a parcel purchase is completed, the purchaser shall consider what airport annoyances are associated with the parcel and determine whether they are acceptable.

## C. SHARES IN THE COMPANY

1. Only Shareholders of the Company are eligible to enjoy the rights and privileges of the Company. Each owner of a parcel within the Borrego Air Ranch has been issued one or more Shares in the Company that entitles the Shareholder to water, airport use and other privileges as set forth in these Rules, Regulations and Restrictions. All Shares are attached to the parcel as specified in the By-Laws of the Company. Shares in the Company run with the land and the Company is only authorized to transfer a Share to the new owner when a parcel is sold. The Company shall only transfer a Share in the Company to a new owner of the parcel as that parcel is registered on the Tax Roles of the County of San Diego. The fee for transferring shares will be set by the Board of Directors and published in the Borrego Air Ranch Fee Schedule.

2. The execution of an Avigation Easement in favor of the Company is a requirement of owning a Share in the Company and will be required prior to transferring a Share in the Company to a new owner of a parcel.

3. An Acknowledgement of Receipt of the Community Handbook signed by the new owner is required prior to the transfer of a Share. A copy of the Borrego Air Ranch Community Handbook (with Acknowledgement of Receipt form) will be provided by the Company to the new owner.

4. Only those Shares which are free of charges, fees, assessments, fines, penalties and liens due to the Company will be transferred to a new owner.

5. Only those Shares which are free of charges, fees, assessments, fines, penalties and liens due to the Company are eligible for voting at the Annual Shareholders' Meeting. A Shareholder on an approved payment schedule for the current fiscal year Assessment will

be eligible to vote if they are current with the payment schedule and their Share(s) is free of all other charges, fees, assessments, fines, penalties and liens due to the Company.

#### D. COMMON PROPERTY OF THE COMPANY

1. The Company is the owner of all the Water Facilities of the Borrego Air Ranch including but not limited to the wells, pumps, tanks, distribution systems, laterals and meters.
2. The Company is the owner of all the Airport Facilities of the Borrego Air Ranch including but not limited to the runways, run-up areas and tie-down areas.
3. The Company is the owner of, or has easements for, all the common Roads and Taxiways of the Borrego Air Ranch.
4. It is the policy of the Company to own, operate and maintain the Common Property of the Company in a manner so that all Shareholders will be treated fairly and equitably.
5. Each Shareholder has equal rights in the use and enjoyment of the Common Property of the Company.
6. Each Shareholder has equal obligations to support the operation, maintenance, modification and improvement of the Common Property of the Company.

#### E. FEES AND ASSESSMENTS

1. The costs of operating, maintaining, modifying and improving the Common Property of the Company will be billed to the Shareholders on a fair and equitable basis.
2. The billing and assessment schedule for operations, maintenance, modifications and improvement of the Common Property will be set by the Board of Directors and published in the Borrego Air Ranch Fee Schedule.
3. The Board of Directors may levy a special assessment from time to time and as necessary for emergency maintenance of or special improvements to the Common Property.
4. The Borrego Air Ranch Fee Schedule sets forth and provides information on all charges, fees, assessments, fines, penalties and liens associated with the Company. The schedule will be updated from time-to-time as necessary and will be made available to all Shareholders.

## F. DAMAGE TO COMPANY PROPERTY

1. Each Shareholder must ascertain from the Company's Water Manager the location of the Water Facilities and other Common Property of the Company before any planting, digging or excavating is started on a parcel.
2. Any damage occurring to the Water Facilities, Airport Facilities, Roads, Taxiways or other Common Property of the Company caused by carelessness or negligence of a Shareholder or guest, must be paid for by the Shareholder on presentation of a bill therefore by the Company.

## II. ARCHITECTURAL REQUIREMENTS

### A. PREAMBLE

1. It is the express desire and purpose of the Shareholders that the Borrego Air Ranch be developed and maintained solely as a non-commercial, aviation-orientated community with residential living spaces and airplane hangars of a permanent nature.
2. The Board of Directors reserves the right to enforce all non-conforming development at such time as a parcel changes ownership.
3. The execution of an Avigation Easement in favor of the Company is a requirement of owning Shares in the Company and is required prior to approval of the Shareholder's building plans by the Board of Directors.

### B. ARCHITECTURAL RESTRICTIONS

1. All building plans must comply with the San Diego County Building Code. In all cases these Rules, Regulations and Restrictions shall control where applicable except that San Diego County requirements will prevail, if and when in conflict. When a San Diego County requirement is more stringent, that requirement will govern.
2. For safety, the following clear zone shall be maintained on Runway 08/26:
  - a) No shrubs or obstructions of any sort shall be permitted closer than 100 feet from the centerline of the runway to maintain a Runway Object Free Area as required by the Airport Operating Permit.
  - b) No trees or shrubs in excess of 17 feet in height shall be permitted closer than 125 feet from the center line of the runway.
  - c) No building or structure shall be permitted closer than 150 feet from the centerline of the runway.

3. For safety, the following clear zone shall be maintained on Runway 18/36:
  - a) No shrubs or obstructions of any sort shall be permitted closer than 100 feet from the centerline of the runway to maintain a Runway Object Free Area as required by the Airport Operating Permit.
  - b) No trees or shrubs in excess of 17 feet in height shall be permitted closer than 125 feet from the center line of the runway.
  - c) No building or structure shall be permitted closer than 125 feet from the centerline of the runway.
4. To permit a clear zone for a future Taxiway adjacent to Runway 08/26, no shrubs or obstructions shall be permitted closer than 100 feet southerly of the center line of the Runway 08/26.
5. To permit a clear zone for taxiways, no shrubs or obstructions shall be permitted closer than 25 feet from the centerline of Borrego Air Ranch Road, Cherokee Lane, Cessna Lane, Connie Lane, Stinson Road or that portion of Fletcher Road between Stinson Road and Borrego Air Ranch Road.
6. Each parcel with a building must include a minimum of 1,800 (one thousand eight hundred) square feet of residential living space.
7. For safety and aesthetics purposes, the maximum height of any new development shall not exceed 25 feet measured from the natural grade of the property vertically to the peak of the structure. The Architectural Review Committee may recommend and the Board of Directors may approve a variance on an individual case-by-case basis. The parcel owner must submit a written request for a variance and provide valid reasons why a variance should be granted.
8. The residential living space, garage and hangar must be constructed under a single roofline. The Architectural Review Committee may interpret this rule to mean that the hangar, garage and residential living space are integrated by means other than a single physical structure.
9. The rooflines and exterior wall treatments of all structures (including hangars and garages) on the parcel must be matching, have the appearance of common residential building materials and blend together so as to give a residential appearance. If metal is used either for roofing, siding or any other part of the building, it must have a matte or satin finish to eliminate glare. The metal material must make the buildings appear to be residential in nature. Before construction begins, a sample of the material must be shown to the Architectural Review Committee and approved by the Board of Directors, along with the rest of the plans.

10. If plans are presented to build only a residential living space, then the plans must also show where a future hangar would be placed on the parcel.

11. Construction of a hangar, garage or any other type of non-residence structure as the sole building or structure on a parcel at the Borrego Air Ranch is prohibited.

12. The use of mobile homes, motor homes, camp trailers, campers or other types of temporary or semi-permanent structures as residences at the Borrego Air Ranch is prohibited.

13. Renting or leasing of residences, hangars, garages or parcels at the Borrego Air Ranch is prohibited.

### **III. RULES AND REGULATIONS – WATER**

#### **A. WATER FACILITIES**

1. Water service of five (5) gallons per minute under twenty-five (25) pounds per square inch pressure measured at the water meter shall be made available to each parcel at the Borrego Air Ranch.

2. Any improvements or modifications of the Water Facilities to meet the individual requirements of a Shareholder shall be submitted to the Board of Directors for approval. All such Water Facilities shall be installed according to the Company's specifications and at the expense of the Shareholder. After installation by the Shareholder and acceptance by the Company, the improvements or modifications shall become the property of, and be maintained by, the Company.

3. The Company reserves the right to regulate the size, character and location of each water meter and service. No meter larger than 5/8" will be installed by the Company. Requests for meters larger than 5/8" shall be referred to the Board of Directors for approval. The Company shall provide and own all water meters. Meters provided by the Shareholder may be accepted by the Board of Directors, and upon acceptance will become the property of, and be maintained by, the Company.

4. A minimum Water Service Fee shall be applied to each parcel with an installed meter, as set forth in the Borrego Air Ranch Fee Schedule.

5. Direct connection to the water distribution facilities is prohibited.

6. The Shareholder shall not connect, disconnect, repair, change or modify any Water Facilities of the Company. Only duly authorized agents of the Company are allowed to connect, disconnect, change, repair or modify any water service to a parcel.

7. Only duly authorized agents of the Company are permitted to operate the valves of the Water Facilities of the Company. This includes the valves on the wells, on the water distribution system and on the curb stop located on the Company's side of the meter.

## B. APPLICATION FOR WATER SERVICES

1. Each applicant for water service shall certify receipt of all the Governing Documents of the Company including, but not limited, to the ByLaws and these Rules, Regulations and Restrictions. Governing Documents and an Application for Water Service are available upon request to the Secretary of the Company.

2. No application for water service will be approved by the Board of Directors until the parcel to be served is brought into full compliance with all provisions of the Governing Documents of the Company, including these Rules, Regulations and Restrictions.

3. No application for water service will be accepted by the Board of Directors unless the applicant is the registered owner of the parcel for which water service is being requested, and unless the associated Share in the Company is free and clear of all charges, fees, assessments, fines, penalties and liens.

4. Each applicant for water service shall furnish the Board of Directors a copy of the Deed to the parcel showing legal vesting and description of the parcel upon which the water is to be used.

5. A separate application for water service is required for each parcel associated with a Share. The Board of Directors may approve a single service connection and meter for parcels associated with more than one Share. This approval will be granted only if the following conditions are met:

a) full compliance with the provisions of the By-Laws, including but not limited to Article VI, Section 10 and Article VII, Section 13, and

b) the parcels associated with the multiple Shares are adjacent, and

c) the multiple Shares are owned by a single Shareholder as the registered owner on the books of the Company, and

d) the Shareholder expresses intent in writing that only a single residence and hangar will be served by the water service.

The approval of the Board of Directors under the provisions of this Section may be rescinded at the request of the Shareholder or by action of the Board of Directors if another residence or hangar is built on one of the parcels associated with the multiple Shares included in the original application.

In no case do the provisions of this Section remove, rescind or supersede other rights or obligations associated with each of the Shares associated with the multiple parcels.

6. No officer, manager or agent of the Company shall sign a letter certifying to the Board of Health of San Diego County that water will be served to any parcel within the Borrego Air Ranch until the Board of Directors has provided written approval of the application for water service. Approval of the application will be made by the Board of Directors and will be recorded in the minutes of the meeting.

7. The execution of an Avigation Easement in favor of the Company is a requirement of owning Shares in the Company and is required prior to approval of the Application for Water Services by the Board of Directors.

### C. WATER SERVICE, COSTS AND RESPONSIBILITIES

1. The costs of initial installation of the equipment on a parcel necessary to provide water services to that parcel will be billed to the Shareholder on a fair and equitable basis. The fees for providing initial water services to a parcel will be set by the Board of Directors and published in the Borrego Air Ranch Fee Schedule.

2. The costs of delivering water will be billed to the Shareholders on a fair and equitable basis. The fees and billing schedule for continuing water services to a parcel will be set by the Board of Directors and published in the Borrego Air Ranch Fee Schedule.

3. In cases of necessity or emergency, water may be shut off from the Company's Water Facilities to a parcel. Such stoppage will be for the shortest time possible. The Shareholders will be notified in advance of such action except in case of emergency.

4. No Shareholder may enter into any contract or agreement to resell any portion of the water to which the shareholder is entitled.

5. No Shareholder may use water upon any parcel other than the parcel approved in the application for water service.

6. No Shareholder shall knowingly permit the waste of water.

7. The officers, managers and agents of the Company shall have unrestricted access at all reasonable hours to all parcels supplied water by the Company to inspect the supply system and meters to insure that these Rules, Regulations and Restrictions regarding the taking, use or waste of water are being strictly observed.

8. No parcel on the Borrego Air Ranch may receive water services from a source other than from the Company.

9. No wells other than those owned and operated by the Company are permitted on the Borrego Air Ranch.
10. No cross connection, or any other type of connection, that permits a backflow of water from an unauthorized supply into the Water Facilities are allowed.
11. All water storage or sprinkler systems shall be installed with an approved backflow prevention device to prevent backflow of water into the mains of the Company.
12. Each service connection to the Company Water Facilities shall be provided with a shut off valve on the Shareholder's side of the Company Water Meter. This valve shall be provided, installed and maintained by the Shareholder, and will allow the Shareholder to shut off all water to the Shareholder's parcel. In no case shall the Shareholder operate the curb stop valve on the Company's side of the water meter.
13. In order to prevent drain down of the Company's Water Facilities during periods of power outage, all Shareholder water systems used in unattended operation shall be operated through a valve that will shut off the flow of water when electrical power is lost.

#### D. DENIAL OF WATER SERVICES

1. The Board of Directors, within the authority of the By-Laws including but not limited to Article VII, Section 8, may deny, interrupt or suspend water services to a parcel if the Shareholder:
  - a) fails to comply with the Articles of Incorporation and By-Laws of the Company, or
  - b) fails to comply with the Rules, Regulations and Restrictions, or
  - c) fails to pay water bills, or
  - d) fails to pay assessments, or
  - e) fails to pay fines and penalties.
2. The Board of Directors may deny, interrupt or suspend water services to any parcel deemed to be a nuisance and/or maintaining an unsightly condition until the nuisance has been abated and the unsightly condition is removed.
3. The Shareholder shall be given 30 days written notice prior to denial, interruption or suspension of water services.

## **IV. RULES AND REGULATIONS - AIRPORT**

### **A. AIRPORT FACILITIES**

1. The airport facilities of the Borrego Air Ranch (“Airport Facilities”) are operated under a permit from the State of California and must be governed by the Board of Directors in conformity with all County, State and Federal Aviation Agency laws, ordinances, rules and regulations.
2. Any improvements or modifications to the Airport Facilities required by an individual Shareholder shall be installed according to the Company’s specifications and at the expense of the Shareholder. After installation and acceptance by the Company, the improvements or modifications shall become the property of, and be maintained by, the Company.
3. Only duly authorized representatives of the Company are allowed to operate, maintain, improve or modify the Airport Facilities.
4. The Airport Facilities located at the Borrego Air Ranch are unlighted; landings at night are prohibited.
5. The Borrego Air Ranch is a residential community. Aerobatics and/or other activities in the vicinity of the Airport deemed offensive to the peace and harmony of the community are prohibited.

### **B. AIRPORT RIGHTS AND RESPONSIBILITIES**

1. Each Shareholder has equal rights in the use and enjoyment of the Airport Facilities.
2. Each Shareholder is permitted to extend Airport Rights and Privileges for the use of the Airport Facilities to personal guests. The Shareholder is responsible for personal guests and is required to ensure that each guest is informed and complies with all the operating procedures of the Airport Facilities. Airport Rights and Privileges for use of the Airport Facilities may be extended to personal guests only when the Shareholder is physically present to supervise all guest operations.
3. The Airport Facilities may be closed to operations in cases of necessity, but such closure will be for the shortest time possible. The Shareholders will be notified in advance of such closure except in cases of emergency.
4. No Shareholder may enter into any contract or agreement to sell, lease, provide or otherwise make the Airport Facilities available to any other person or organization.

5. Airport Rights and Privileges are only extended to Shareholders and/or their guests when operating to or from lots within the Borrego Air Ranch. In no case shall a parcel be used as a “gateway” to extend Airport Rights and Privileges to properties outside the boundaries of the Borrego Air Ranch. The Board of Directors may grant a specific approval to a Shareholder to extend Airport Rights and Privileges to a parcel adjacent to the Borrego Air Ranch parcel owned by that same Shareholder. This approval will be granted on an individual case-by-case basis in writing and only if all of the following conditions are met:

- a) full compliance with the provisions of the By-Laws including but not limited to Article VII, Section 13, and
- b) the subject parcel is adjacent to a parcel within the Borrego Air Ranch and is owned by the same person as the parcel on the Borrego Air Ranch as carried on the books of the Company and on the Tax Roles of San Diego County, and
- c) the request is made in writing and the Shareholder expresses intent in writing that only a single residence and hangar will be placed on the adjacent or combined parcels, and
- d) the owner of the subject parcels has granted an Avigation Easement to the Company for the adjacent parcels.

### C. DENIAL OF AIRPORT RIGHTS AND PRIVILEGES

The Board of Directors or the Airport Manager, within the authority of the By-Laws, including but not limited to Article VII, Section 8, may deny, interrupt or suspend Airport Rights and Privileges as follows:

1. The Board of Directors or the Airport Manager may deny, interrupt or suspend the rights and privileges to use the Airport Facilities to an individual Shareholder or guest for cause.
2. The Board of Directors may deny, interrupt or suspend the right of an individual Shareholder to extend privileges to use the Airport Facilities to guests.
3. The Board of Directors may deny, interrupt or suspend privileges to use the Airport Facilities to the owner of any parcel deemed to be a nuisance or maintaining an unsightly condition until the nuisance has been abated and the unsightly condition removed.
4. The Board of Directors may deny, interrupt or suspend all Airport Rights and Privileges to a Shareholder and/or guest to use the Airport Facilities if that Shareholder or guest:
  - a) fails to comply with Airport Facilities Operating Procedures, or

- b) fails to comply with the Articles of Incorporation and By-Laws of the Company, or
- c) fails to comply with the Rules, Regulations and Restrictions, or
- d) fails to pay water bills, or
- e) fails to pay assessments, or
- f) fails to pay fines and penalties.

## **V. RULES AND REGULATIONS - ROADS AND TAXIWAYS**

### **A. ROADS AND TAXIWAYS**

1. Each Shareholder has equal rights in the use and enjoyment of the Borrego Air Ranch Roads and Taxiways. Each Shareholder is permitted to extend access to the Borrego Air Ranch to personal guests. Each Shareholder is responsible for the conduct of their guests.
2. Any improvements or modifications to the Roads and Taxiways required by an individual Shareholder shall be installed according to the Company's specifications and at the expense of the Shareholder. After installation and acceptance by the Company, the improvements or modifications shall become the Common Property of, and shall be maintained by, the Company.
3. Only duly authorized representatives of the Company are allowed to maintain, improve or modify the Roads and Taxiways located within the Borrego Air Ranch.

### **B. VEHICULAR TRAFFIC**

1. Fletcher Road, at the west end of Runway 08/26, is designated as the only crossing point for vehicular traffic going to and from the North side of the Borrego Air Ranch. Pilots should exercise caution and watch for vehicles crossing at Fletcher Road. Aircraft always have the right of way, however, pilots should always exercise vigilance for vehicles and pedestrians entering or crossing the runways and taxiways. Vehicles, other than those performing authorized service for the Company, are not permitted to drive on the Approach to Runway 08 or to drive on or cross Runway 08/26 except at the authorized crossing point.

## **VI. GENERAL COMMUNITY REQUIREMENTS**

1. No Shareholder or resident of the Borrego Air Ranch shall cause or allow a nuisance or unsightly condition to exist on their property.
2. Garbage collection will be provided by Community Dumpster to all residents of the Air Ranch. The use of the Community Dumpster shall be limited to the disposal of household garbage and small amounts of yard trimmings and/or yard clean-up debris (yard trimmings and/or clean up debris in excess of 1 cubic yard per week (about 3 large trash bags) should be taken directly to the Borrego Landfill). Construction debris in excess of 1 cubic yard per week shall not be placed in this dumpster.
3. Campers and motor homes should be placed where they are not in view from the roads. Location should usually be at the rear of the property. Shielding can be accomplished with shrubs or enclosures.
4. No farm animals shall be kept or allowed to be kept on the lots and parcels of the Borrego Air Ranch. No horses shall be kept or boarded or allowed to be kept or boarded on the lots and parcels of the Borrego Air Ranch. The lots and parcels of the Borrego Air Ranch shall not be used for any commercial livestock business or venture. (Note: The provisions of this paragraph supersede those of Article Third of the Restrictions, Reservations, and Conditions applied to lots and parcels of the Borrego Air Ranch.)

## **VII. ARBITRATION IN LIEU OF LAWSUIT**

In the event a dispute shall arise concerning these Rules, Regulations and Restrictions, the dispute shall be referred to United States Arbitration and Mediation, County of San Diego, State of California, for arbitration in accordance with United States Arbitration and Mediation Rules of Arbitration. All arbitration shall be held in the County of San Diego, State of California. The arbitrator's decision shall be final and binding and judgment may be entered thereon.

In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award or fails to comply with arbitrator's award, the other party shall be entitled to all costs of suit including a reasonable attorney's fee for having to defend or to enforce the award.

## **VIII. CONFLICTS OF DOCUMENTS**

In the case of any conflict between the Articles and the By-Laws, the Articles shall control. In the case of any conflict between the By-Laws and these Rules, Regulations and Restrictions, the By-Laws shall control.

DATED this 4<sup>th</sup> day of March, 2016.

Eric Nessa  
Eric Nessa, President  
Borrego Air Ranch Mutual Water and Improvement Co.

DATED this 4<sup>th</sup> day of March, 2016.

W. D. Carpenter  
Willard Carpenter, Documents Manager

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the person(s) 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.

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the person(s) 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.

\_\_\_\_\_  
Notary Public