

**Written Testimony of Tony Wood and Ted Allegra  
(By Sworn Declarations, attached as Exhibits Allegra-1 and Allegra-2)**

Tony Wood's and Ted Allegra's testimony is reflected in their sworn declarations, attached as Exhibits "Allegra-1" and "Allegra-2" hereto, respectively. We summarize this written testimony below.

Tony Wood's property is located at 7884 Jon Way, Granite Bay, California; Ted Allegra's property adjoins Wood's property at 8316 East Hidden Lakes Drive. See Wood Declaration attached as Exhibit Allegra-1.

On or about May 2003, Wood engaged Engeo Incorporated ("Engeo") to perform a preliminary investigation into the substantial water presence in Wood's yard. Engeo concluded the likely source of the water was the Lake. *Id.* at ¶3.

Shortly after hiring Engeo, Wood retained a geotechnical engineer, Martha McDonnell ("McDonnell") of Youngdahl Consulting Group, Inc., to investigate the cause of the water saturation. *Id.* at ¶4.

McDonnell concluded water was seeping from the Lake over, through, and under the Woods property and exiting on the street side of the property. Allegra's property was also tested by McDonnell, and she came to the same conclusions. Wood Decl., ¶4, Ex. A, Decl. of Martha McDonnell, ¶3E. ("McDonnell Decl."), (Exhibit "Allegra-3")

As a result of the moisture intrusion and saturation, Wood was forced to replace his entire rear-yard and has been unable to make any meaningful use of his yard. The chronic soil saturation has also killed heritage oaks and other mature trees on the property. *Id.* at ¶5, and ¶9.

In June 2003, Tony Wood and Ted Allegra attended a Board meeting wherein they requested the Board to take immediate action to stop the Lake from leaking onto their property. Allegra Decl., ¶8; Wood Decl., ¶9.

Despite several requests by Plaintiffs to have the Association remedy the Lake leakage, in March 2004, the Board acknowledged it had taken no steps to remedy the Lake's leakage and had no plans to do so in the proximate future. Further, the board did not engage anyone to examine the potential lake leakage. Wood Decl., ¶10; Allegra Decl., ¶14.

After the Board's refusal to take any actions to remedy the Lake leakage, and the Board's denial that any such condition existed, Plaintiffs began their own investigation into the history of the Lake and any problems that may have existed. Wood Decl., ¶10; Allegra Decl., ¶14. What they found in the Association's own minutes was astonishing. The Association's minute book not only revealed that the Lake has been leaking for years, but that the Board has known about it for no less than 20 years. The Association had actual notice of a problem with the Lake leakage as early as 1990. The Board had also passed a resolution to repair the Lake in 1990, which was never acted on. Wood Decl., ¶12; Allegra Decl., ¶15. (See also Exhibits B through H, attached to Wood Decl., which contain Board meeting minutes and announcements demonstrating this knowledge, discussions of the problem and the resolution to fix the lake.)

The muddy, marsh-like, and water-saturated conditions in both Woods' and Allegras' rear-yards continue today, regardless of weather. Allegra Decl., ¶16; Wood Decl., ¶29.

Both the Wood (now Delaney) and Allegra properties continue to be damaged by water intrusion.

The HOA has been cited by San Juan Water District for the leaking Lake and the fact that water is escaping onto adjoining properties. See Letter of Citation, ¶4M.

To deal with the leaking Lake, Wood spent in excess of \$100,000 on consultants, engineers, laboratories, landscaping and hardscape improvements. (Wood Decl., ¶32)

In addition to the testimony stated in the Wood and Allegra declarations, Mr. Allegra will testify that the Allegras have made no improvements or modifications to their property that have obstructed or interfered with the drainage culvert that runs along the Wood/Allegra property line. He will further testify that the water infiltration in his yard remains constant, regardless of the weather, indicative that the source of the intruding water is not weather-related.

The water inundation of which Plaintiffs' complain is subsurface water, seeping or leaking through the earthen dam under the ground's surface, and "onto, under and across" Plaintiffs' properties. The attached photos, titled "Jon Way Lake Leak (1), (2), (3) and (4)" demonstrate this fact. See Exhibit Allegra-12. These photos show water draining from beneath the Wood/Allegra properties--during dry weather conditions—onto the street at Jon Way and East Hidden Lakes Drive.

MAY 03 2005

EXECUTIVE OFFICER & CLERK

By T. Ducharme Deputy

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6 Tony Wood and Ted Allegra

7  
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF PLACER

10  
11 TONY and DONNA WOOD and TED and )  
CHERI ALLEGRA )

12 Plaintiffs, )

13 vs. )

14 HIDDEN LAKES ESTATES HOMEOWNERS )  
15 ASSOCIATION, BRUCE YEOMAN, )  
MICHAEL BONNIE, DAVE STINSON, )  
16 KAREN SUTHERLAND, SUZIE MASON, )  
KELLY PETERSON, CATHI BARRETT, )  
17 RIVERSIDE MANAGEMENT & FINANCIAL )  
SERVICES, INC., and DOES 1 THROUGH 20, )  
18 inclusive, )

19 Defendants. )  
20 )

No. SCV 16896

**DECLARATION OF TED ALLEGRA  
IN SUPPORT OF PLAINTIFFS'  
OPPOSITION TO DEFENDANTS'  
MOTION FOR SUMMARY  
JUDGMENT**

Date: May 17, 2005  
Time: 8:30 a.m.  
Dept: 1

21 I, Ted Allegra declare:

22 1. I am a plaintiff in the above-entitled matter. I have personal knowledge of the matters  
23 stated in this declaration, and if called as a witness to do so, I could and would testify competently to  
24 their truth.

25 2. The lower lake within the Hidden Lakes Subdivision (the "Lake") is approximately  
26 one acre and sits on a grade slightly above my property.

27 3. I purchased a home located at 8316 East Hidden Lakes Drive, Granite Bay, California  
28 in or about March 1999.



1           4.       Shortly after moving into my home, I noticed the rear-yard was muddy, marsh-like,  
2 and water-saturated.

3           5.       In or about May 2003, Tony Wood, my next door neighbor, retained a geotechnical  
4 engineer, Martha McDonnell of Youngdahl Consulting Group, Inc. ("McDonnell") to investigate the  
5 cause of the moisture conditions on his property and to analyze whether the water conditions on my  
6 property and his shared a common source or origin.

7           6.       McDonnell concluded the muddy, marsh-like, and water-saturated condition was  
8 caused by the Lake constantly leaking from one or more leaks resulting in water intrusion onto/into  
9 my property.

10          7.       McDonnell informed me that the only way to permanently abate the Lake's leakage is  
11 to reseal the Lake.

12          8.       In or about June 2003, I attended meetings of the Hidden Lakes Estates Homeowners  
13 Association's Board (the "Board") to request they stop the Lake from leaking onto my property.

14          9.       On September 9, 2003, my attorney Michael Thomas, wrote the Association on my  
15 behalf and again demanded they take all steps necessary to stop the water intrusion onto my  
16 property.

17          10.       In or about March 2004, the Board acknowledged that it had taken no steps to  
18 remediate any leak within the lake and that it had no proximate plans to do so.

19          11.       My property continues to be muddy, marsh-like, and water-saturated. Due to this  
20 condition, I am unable to make any reasonable use of a large portion of my rear-yard.

21          12.       As a result of the Lake's leakage issues, I am unable to market or refinance my  
22 property at market rates.

23          13.       As a result of the severe and persistent saturation of my property, I have been forced  
24 to replace much of my backyard landscaping, some of it more than once. The chronic soil saturation  
25 has also killed heritage oaks and other mature trees on my property. In addition to damaging my  
26 landscaping, and limiting my choice of landscape materials, the water leaking from the Lake has  
27 severely diminished the ability of me and my family to use and enjoy our backyard. Additionally, I  
28 attempted to have my pool drained for maintenance and resurfacing and was told by the contractor

1 that hydrostatic pressure caused by water accumulation beneath the pool made it unwise to drain the  
2 pool, because doing so might cause the pool to pop out of the ground. This condition has made it  
3 more burdensome and expensive to maintain the pool

4 14. Despite my several requests to have the Board remedy the leakage issues, the Board  
5 refused to take any steps to address the leakage problem, and, on the contrary, denied that the Lake  
6 is leaking. The Association has even denied that the Lake is leaking in its discovery responses in  
7 this action. The Board Members' claims that they have acted in good faith with respect to the Lake  
8 is belied by the Association's own minute book.

9 15. Given the Board's denial that the Lake was leaking, I was shocked to find out the  
10 Association had actual notice of a problem with the Lake leakage as early as 1990, based upon my  
11 review of the Association minutes attached to the concurrently-filed declaration of Tony Wood.  
12 Further, I discovered the Association, including the Individual Board Members, were repeatedly  
13 made aware of and discussed Lake leakage problems for many years, but they refused to take any  
14 action.

15 16. To date the Association has done nothing to prevent the water from the Lake from  
16 invading my property. My property continues to be muddy, marsh-like, and water-saturated. I  
17 cannot benefit from the full use and enjoyment of my home and property as a result. Moreover, I  
18 believe that the water leaking from the Lake is creating a health and safety issue; the leaking water  
19 poses a threat to the health and safety of my family and to other residents and guests of Hidden  
20 Lakes. For example, the water that migrates through the Wood and Allegra properties floods into  
21 the public street and walk ways adjacent to the front of the properties. There is standing water from  
22 the Lake in those areas at all times, thus posing a safety risk to pedestrians, bicyclists, and others  
23 who might slip or lose traction on the standing water. This is to say nothing of the mosquito  
24 infestation caused by having standing water and marsh-like conditions in and about my property.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, except where stated upon my information and/or belief, and /or made in an expression of opinion, and as to those matters, I am informed and/or believe them to be true and correct. Executed this 28<sup>th</sup> day of April, 2005 in Roseville, California.

  
\_\_\_\_\_  
TED ALLEGRA

1 CASE TITLE: *Wood v. Hidden Lakes Estates Homeowners Association, et al.*  
2 COURT/CASE NO: Placer County Superior Court, Case No. SCV 16896

3 **PROOF OF SERVICE**

4 I am employed in the County of Sacramento; my business address is 2267 Lava Ridge  
5 Court, Suite 210, Roseville, California. I am over the age of 18 years and not a party to the  
6 foregoing action.

7 On May 3, 2005, I served the following documents:

8 **DECLARATION OF TED ALLEGRA IN SUPPORT OF PLAINTIFFS' OPPOSITION  
9 TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

- 10  **by mail** on the following party(ies) in said action, in accordance with Code of Civil  
11 Procedure § 1013a(3), by placing a true copy thereof enclosed in a sealed envelope in a  
12 designated area for outgoing mail, addressed as set forth below. At Millstone Peterson &  
13 Watts, LLP, mail placed in that designated area is given the correct amount of postage and  
14 is deposited that same day, in the ordinary course of business, in a United States mailbox  
15 in the City of Roseville, California.
- 16  **by personally delivering** a true copy thereof, in accordance with Code of Civil  
17 Procedure § 1011, to the person(s) and at the address(es) set forth below.
- 18  **by overnight delivery** on the following party(ies) in said action, in accordance with  
19 Code of Civil Procedure § 1013(c), by placing a true copy thereof enclosed in a sealed  
20 envelope, with delivery fees paid or provided for, and delivering that envelope to an  
21 overnight express service carrier as defined in Code of Civil Procedure § 1013(c).
- 22  **by facsimile transmission**, in accordance with Code of Civil Procedure § 1013(e), to  
23 the following party(ies) at the facsimile number(s) indicated.

24 David F. Beach, Esq.  
25 John J. Fritsch, Esq.  
26 Law Offices of David F. Beach, P.C.  
27 100 Stony Point Road, Suite 185  
28 Santa Rosa, CA 95401  
Fax: 707-547-1694

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct. Executed on May 3, 2005, at Roseville, California.

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\_\_\_\_\_  
LAURA PEDERSEN