

From: Ken Starks
Sent: Friday, April 17, 2026 3:13 PM

Subject: Letter to the Board regarding Current Woodcrest Litigation -- PLEASE read and consider prior to 3:45 meeting

Dear Board Members,

I received notice of an executive board meeting scheduled for 3:45 pm today regarding pending litigation and I am also aware as to the exact nature and circumstance of this litigation. Before you sit down with Josh Bolen this afternoon, I want to share six things I hope you'll carry into that room with you. I'm not asking for a response. I'm asking you to think honestly about what we already know. PLEASE NOTE – I apologize in advance for emailing some of you on publicly available personal emails – however the office declined to offer your board emails and I do not have any email available for Donte

1. We already lost this fight once.

Look at the attached settlement agreement. Power Ranch agreed Woodcrest could rent 100% of its units. Power Ranch paid Woodcrest \$150,000. On top of that, we spent roughly another \$300,000+ of homeowner money on our own legal fees. Our insurance premium went up 117%. Our deductible went from \$10,000 to \$100,000.

That was round one. As you listen to the case for round two this afternoon, I'd ask you to hold those numbers in your mind. They are not abstract. They came out of the pockets of you and your neighbors.

2. Think carefully about who is asking you to spend more homeowner money.

This litigation could easily cost us another \$200,000 or more -- on top of the \$100,000 deductible we will almost certainly burn through. The person recommending we fight it is the same firm that will be paid those fees, win or lose.

Ask yourself (and Josh Bolen) a simple question: if the lawyer advising you to fight truly believed we would win, would he be willing to work on contingency? You already know the answer. Let that answer mean something to you.

3. Read our own CC&Rs. Specifically, Section 6.1.

"Rental Apartments" pay dues at 25%. Woodcrest rents 100% of its units. That is what a rental apartment is. Our own documents define it that way on Josh Bolen has already conceded such in the attached memo

We took the opposite position last time and lost. Nothing about the facts has changed. Nothing about the CC&Rs has changed. If you are about to vote to fight this case again, please be able to explain to yourself -- not to me, to yourself -- what is going to produce a different result this time.

4. Read the Dessales letter before the meeting.

I've attached the letter Jon Dessales sent to Josh. Please read it yourself before you walk into executive session today. Were you provided this document? Did you have time to read it before the meeting? Don't rely on a summary. Don't rely on Josh's characterization of it. Read it.

Every homeowner in Power Ranch deserves directors who have read the warning letter before voting to ignore it.

5. This affects every home here, not just the board's.

As of now, every resale disclosure in this community carries a contingent liability of up to ten million dollars (\$10,000,000). Every neighbor trying to sell their home walks into closing with that hanging over them.

6. Conflicting Legal Opinions

As a reminder, while I was President of the Board, because I and we lacked clarity on this exact point, WE received two legal opinions that categorially disagreed with the actions currently underway by Josh Bolen to bill for 100% dues for Woodcrest – those were from both Beth Mulcahey (in writing) and Maxwell and Morgan in a verbal presentation. As you consider how to spend association funds I would ask you to really think through that fact and why that might be.

At some point a homeowner is going to call and ask why they can't sell their house. At some point a buyer is going to ask who authorized this. When those calls come, the answer is going to include your name!

I'm not asking for a reply. But here are my respectful requests.

1. Set emotion, preference about those units and any personal opinions about Karl aside and consider the legal facts.
2. Rather than approving or rejecting litigation today, I'd ask the board to consider taking the time to read the Dessales letter, and explore whether a direct conversation with Karl Huish could resolve this without another round of legal fees. Not a conversation through Josh or through CCMC -- a direct one, board to homeowner. There may be a settlement available here that reflects what our own CC&Rs already say. Section 6.1 defines "Rental Apartments" as paying dues at 25%, and voting rights would follow accordingly. If Karl were willing to accept that classification, this community would avoid hundreds of thousands of dollars in legal fees and remove the \$10M contingent liability now attached to every resale in Power Ranch.
3. I'd respectfully suggest a short pause, read the attached letter carefully, and see whether a direct conversation can produce a better outcome than another courtroom.

I hope you will put aside any emotion and personal preference – and focus on the facts of the matter at hand

BEST,



3 attachments

image001.png (99 KB)

Ltr to J Bolen re Woodcrest - 3 12 2026.pdf (304 KB)

Settlement Agreement Fully Executed with Recorded & Filed Attachments (10-29-24).pdf (2 MB)



Jonathan A. Dessaulles
jdessaulles@dessauleslaw.com

7243 North 16th Street
Phoenix, Arizona 85020
☎ 602.274.2360
dessaules.com

March 12, 2026

VIA FIRST-CLASS MAIL & EMAIL

Josh Bolen
CHDB Law
1400 East Southern Avenue, Suite 400
Tempe, Arizona 85282-5691
Josh.Bolen@chdbl.com

Re: Power Ranch Community Association - Assessments

Dear Josh,

Our firm again represents Woodcrest East, LLC (“Woodcrest”). We are in receipt of your email dated March 9, 2026, and the exhibits attached therein.

We understand the Association maintains its position that Woodcrest East, LLC (“Woodcrest”) has 120 as opposed to the 30 votes provided in Articles 6.1(b) of the Declaration. As previously explained in a letter from Karl Huish, of Woodcrest, to Margaret Troyer dated June 28, 2025, Woodcrest is entitled to pay assessments at rates provided in Articles 6.1(b) and 7.3(b) of the Master Declaration. We ask that Power Ranch update its records to accurately reflect the number of Memberships and, by extension, the correct number of votes and correct amount in assessments that Woodcrest pays. Woodcrest has thirty Memberships in the Master Association.

In the event we cannot resolve this matter amicably, we are prepared to file the attached lawsuit. We note Power Ranch previously made admissions in court filings conceding that Woodcrest’s Condominium Units meet the definition of “Rental Apartments.” Power Ranch has previously conceded:

The Developer owns 100% of the Units in the development and all common elements – in other words, single ownership. The Developer intends to lease – the Units are to be utilized for rental or leased residential purposes to non-owners. *This meets the definition of “Rental Apartments.”*

See Plaintiff's Response to Defendant's Motion for Partial Summary Judgment Regarding Improper Recording of Woodcrest Declaration Without Approval, 9:9-12 (emphasis added).

Further, in its Supplemental Brief in Response to Defendant's Motion for Partial Summary Judgment Filed on August 2, 2024, Power Ranch admitted:

When discussing Declaration section 1.45, Developer stated "it is clear to me that Woodcrest East does meet the definition of a Rental Apartment." SSOF 19. Developer is correct. Section 1.45 defines a Rental Apartment as a situation where a single owner rents four or more Dwelling Units in a single building. Developer *correctly concluded* that renting out all the Dwelling Units in his buildings will result in them being Rental Apartments.

See 2:14-18 (emphasis added).

The Association has already conceded the factual predicate for the proper calculation of Woodcrest's assessments under section 6.1(b), and its refusal to conform its billing practices to the undisputed facts threatens our client with significant damages. In addition to being charged four times more than it owes in assessments, the Master Association's interpretation significantly diminishes the value of our client's Condominium Units.

Woodcrest is unable to sell its Units due to this unresolved assessment dispute and the resulting cloud on title that would arise if litigation ensues. Any litigation, we estimate, will take at least two years before any substantive resolution is reached. During that time, Woodcrest would be prevented from moving forward with planned sales, resulting in significant financial harm. Woodcrest estimates that the loss in value and delayed disposition of the Rental Apartments during a two-year litigation period would result in damages of approximately ten million dollars (\$10,000,000), calculated using a conservative 10% annual rate of return. If litigation commences, we anticipate a claim of at least this amount against Power Ranch.

Woodcrest is not requesting favorable treatment, but simply to be treated the same as other completed Rental Apartments within Power Ranch, all of whom pay assessments at the 25% rate. Like those three other completed Rental Apartments, Woodcrest is gated and pays all costs associated with its amenities, gates, streets, landscaping, maintenance and repairs, professional management and capital expenditures. Power Ranch does not pay any of these

expenses and has no direct costs associated with Woodcrest. If anything, Woodcrest is effectively subsidizing Power Ranch.

In your Memorandum addressed to Woodcrest of October 1, 2025 (“Memorandum”), you essentially ask: *Can a Dwelling Unit be a Rental Apartment without it being an Apartment Development?* The answer, of course, is “yes.” If this is not the case, then why are there two different terms used in the Declaration? This is a straightforward interpretation and application of the Declaration. Power Ranch has a high burden to show that the clear definitions in the Declaration do not apply. “Rental Apartments” is a broader term than “Apartment Development.” According to the Declaration, every Apartment Development must also be a Rental Apartment. However, a project can be a Rental Apartment without being an Apartment Development.

Power Ranch previously attempted to conflate Land Use Classifications (Article 4 of the Declaration) with Membership/Voting Classifications (Article 6 of the Declaration). Article 4 provides for over a dozen different Land Use Classifications, including “Apartments Developments” and “Condominiums.” Nowhere in Article 4 does the term “Rental Apartments” appear.

“Rental Apartments” is not a Land Use Classification; it is a voting/membership classification. No Power Ranch Board approval is required to become “Rental Apartments.” It is simply a definition. The plain language interpretation of “Rental Apartments” concludes that Woodcrest clearly fits this definition.

Regardless of the initial Land Use Classification and allocation of membership units, Article VI of the Declaration governs voting and assessments. The Declaration contemplates voting may change over time by the use of the word “completed,” as in “completed Rental Apartments” in Section 6.1(b). Woodcrest is a textbook example of completed Rental Apartments. Prior to Woodcrest development being “completed,” Woodcrest had one vote per Condominium Unit and Section 6.1(b) did not apply. Now that the development consists of “completed Rental Apartments,” Woodcrest has one vote per every four completed Rental Apartments. This very section on memberships anticipates there could be a change in the memberships, as a project moves from “uncompleted” to “completed Rental Apartments.”

Interestingly, your Memorandum, specifically pages 22-23, makes it clear that the initial voting and assessments *can change* within Power Ranch. While each tract in Power Ranch needs an initial membership allocation, that does not mean it cannot change in the future. There is nothing in the Declaration or the tract declaration that says membership units can’t or won’t change in the

future. To the contrary, the Declaration expressly contemplates that membership allocations can change, and your Memorandum itself confirms that they can.

The Memorandum also argues that impractical results prevent the clear application of Section 6.1 of the Declaration. The Memorandum (pages 4-5) poses a hypothetical where Units could switch back and forth from $\frac{1}{4}$ Membership to full memberships based on whether they fit the definition of Rental Apartments. You state this could cause a “non-uniform and inequitable result that clearly was not intended by the...Declaration.” This assertion is conclusory. Again, the fact that the application of “Rental Apartments” clearly does change based on whether they are “completed” or not is a sufficient answer to this question, and a court will acknowledge that it can shift over time. Your own example of Tract five’s memberships changing shows this. There is nothing in the Declaration that supports this argument. Further, Woodcrest’s offer at the end of this letter makes this point moot.

The Memorandum also states:

The Association’s position since 2005 is that Woodcrest East is a Condominium with Condominium Units. This position was maintained in the enclosed Agreements with Woodcrest.

That was certainly not Power Ranch Association’s position in the previous litigation. The entire *Power Ranch v. Woodcrest* litigation arose because Power Ranch argued Woodcrest was not a Condominium. Two Power Ranch board members were deposed and admitted that Woodcrest was a condominium, yet Power Ranch then attempted to blatantly change those depositions to “not a condominium” in filed errata. All of this will be closely examined if this matter goes to litigation.

We would like to resolve this matter but can no longer wait for Power Ranch to meaningfully participate in the dialogue, as prior dialogue through both letters/memorandum and mediation have not been productive. If litigation becomes necessary, we expect that it will be more extensive than the prior litigation, with numerous depositions to be conducted based on prior deposition statements made by Power Ranch board members and its filed litigation briefs.

In an effort to avoid unnecessary litigation, Woodcrest makes the following offers for Power Ranch’s consideration:

1. If the matter is resolved by the date provided below, Woodcrest will agree that if even one unit is sold in Woodcrest to be owned separate and apart from Woodcrest, that all units will be subject to the 100% membership rule. (This will eliminate any concerns about “impractical” results set forth in the Memorandum); *or*
2. Woodcrest again extends the offer to have Woodcrest de-annexed from Power Ranch. If Woodcrest is de-annexed, upon de-annexation it will agree to pay six (6) years’ worth of annual assessments to Power Ranch at the 25% rate, as a fee.

My client and I are willing to meet in person with the Power Ranch board or its representatives to discuss anything regarding this matter. We will file the complaint if this matter is not resolved by 5:00 p.m. on March 27, 2026. Thank you for your prompt attention to this letter.

Kind regards,



Jonathan A. Dessaulles

SETTLEMENT AGREEMENT & MUTUAL RELEASE

This SETTLEMENT AGREEMENT & MUTUAL RELEASE (this “Agreement”) is effective as of the last date that this Agreement is fully executed by all parties (“Effective Date”), and is made and entered by and between POWER RANCH COMMUNITY ASSOCIATION, an Arizona nonprofit corporation (“Power Ranch”), on one side, and WOODCREST EAST, LLC, an Arizona limited liability company (including its successors and assigns, “Woodcrest East”) and WOODCREST VILLAGE EAST CONDOMINIUM ASSOCIATION, an Arizona nonprofit corporation (“Woodcrest Village East”), on the other. Power Ranch, Woodcrest East and Woodcrest Village East are collectively referred to herein as “the Parties” and singularly referred to as “Party.”

RECITALS

A. Power Ranch is an Arizona nonprofit corporation, whose members are the owners of lots within the planned community known as the Power Ranch located in Gilbert, Arizona (the “Community”).

B. Woodcrest East is the owner of real property within the Community pursuant to, and described within that certain Special Warranty Deed recorded in the Official Records of Maricopa County, Arizona (the “Official Records”) on May 7, 2019, as Instrument Number 2019-0331454 (the “Woodcrest Property”).

C. Woodcrest East and Power Ranch entered into that certain Agreement to Extend Reduced Assessments and Working Capital Contribution Payment dated May 3, 2019 (the “2019 Agreement”).

D. Woodcrest Village East is an Arizona nonprofit corporation formed pursuant to those certain Articles of Incorporation of Woodcrest Village East Condominium Association filed with the Arizona Corporation Commission on August 26, 2022, and whose members are the owners of units within the Woodcrest Property.

E. The Community, including the Woodcrest Property, are subject to that certain “Declaration of Covenants, Conditions, Restrictions Assessments, Charges, Servitudes, Liens, Reservations and Easements for Power Ranch” recorded in the Official Records on October 1, 1999 as Instrument Number 1999-0916566 (“Power Ranch Declaration”).

F. The Woodcrest Property is also subject to that certain Tract Declaration Power Ranch HDR 1 and HDR 2 recorded in the Official Records on November 14, 2005, as Instrument Number 2005-1723081.

G. On October 18, 2022, Woodcrest East recorded, or directed the recording of, that certain “Declaration of Condominium and of Covenants, Conditions and Restrictions for Woodcrest Village (East), A Condominium” with respect to the Woodcrest Property in the Official Records as Instrument Number 2022-0782127 (“Woodcrest Village East Declaration”).

H. On September 22, 2022, Woodcrest East recorded, or directed the recording of, that certain “Woodcrest Village (East) Condominium Plat Being a Replat of a Condominium Plat of Parcel 2, Woodcrest Village @ Power Ranch Condominium,” recorded at Book 1696, page 50, and Instrument Number 2022-0729849 in the Official Records (“Woodcrest Village East Condo Plat”).

I. Power Ranch filed a complaint against Woodcrest East and Woodcrest Village East claiming Breach of Contract, Breach of Duty of Good Faith and Declaratory/Injunctive Relief in Maricopa County Superior Court Case No. CV2023-000397 (the “Original Lawsuit”). Woodcrest East and Woodcrest Village East answered the complaint and Woodcrest East counterclaimed against Power Ranch claiming Breach of Contract, Breach of Duty of Good Faith and Declaratory Relief (the “Counterclaim”), which together with the Original Lawsuit, is referred to herein collectively as the “Lawsuit”.

J. Without any Party admitting liability, the Parties now desire to settle the Lawsuit.

AGREEMENT

NOW THEREFORE, in consideration set forth and the mutual promises and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, it is agreed by and between the Parties hereto as follows:

1. Recitals. The foregoing Recitals are incorporated herein and made a part of this Agreement.
2. Release of Claims.

(a) In consideration of the terms and conditions of this Agreement, Power Ranch and its attorneys, and assigns, do hereby fully release and forever discharge Woodcrest East and Woodcrest Village East, and their respective agents, attorneys, members, directors, and assigns, of and from the claims brought by Power Ranch in the Lawsuit.

(b) Also, in consideration of the terms and conditions of this Agreement, Woodcrest East and Woodcrest Village East, for themselves, related entities including but not limited to various Bela Flor entities, their directors, members, attorneys, heirs and assigns, do hereby fully release and forever discharge Power Ranch, its principals, attorneys, members, directors, property managers, employees, accountants, partners, affiliates, subsidiaries, parent companies, insurers and reinsurers, heirs, successors and assigns of and from the claims brought by Woodcrest East and Woodcrest Village East in the Lawsuit.

For further clarification, this Release only relates to the claims actually brought forth in the Lawsuit, and it does not release any claims that could have been brought in this Lawsuit that relate to a Party’s obligations under the Power Ranch Declaration, including but not limited to past, current and future assessment obligations, compliance with use restrictions, architectural compliance, etc. Each Party reserves the right to bring forth non-Lawsuit claims as necessary.

3. Consideration. In consideration of the terms and conditions of this Agreement, including the dismissal with prejudice of the Lawsuit herein referenced, Power Ranch and Woodcrest East agree to the following:

(a) Within a reasonable amount of time not to exceed 30 calendar days from the Effective Date, Power Ranch will execute and record a ratification approving the Woodcrest Village East Declaration and Woodcrest Village East Condo Plat in the form set forth as Exhibit A, attached hereto and incorporated herein.

(b) Within a reasonable amount of time not to exceed 30 calendar days from the Effective Date, the Parties will execute and record an amendment to the Woodcrest East Declaration in the form set forth as Exhibit B, attached hereto and incorporated herein, wherein a minimum ninety (90) day leasing restriction is imposed on the Woodcrest East Property;

(c) Within a reasonable amount of time not to exceed 30 calendar days from the Effective Date, Woodcrest East shall pay \$45,000.00 to Power Ranch as a pre-funding of its obligation pursuant to Sections 1.01 and 1.02 of the 2019 Agreement; and

(d) Within a reasonable amount of time not to exceed 30 calendar days from the Effective Date, Power Ranch, through its insurer/reinsurer, shall pay Woodcrest East the total amount of \$150,000.00, which amount shall be delivered to, Woodcrest East's office.

4. Leasing of Condominium Units. Power Ranch acknowledges and affirms that: (a) the Woodcrest Property is a Condominium Development, as such term is understood in the Power Ranch Declaration, (b) Woodcrest East may sell or lease any or all of the Condominium Units in the Woodcrest Property, and (c) that the Power Ranch Declaration does not prohibit or restrict Condominium Units within the Woodcrest Property from being leased or sold.

5. Dismissal of Lawsuit with Prejudice. Within five (5) business days from the Effective Date, the Parties shall execute and file the Stipulation to Dismiss attached as Exhibit C to this Agreement requesting an order from the court dismissing with prejudice the Lawsuit including all claims with prejudice, with each Party to bear their own fees and court costs.

6. Costs and Attorneys' Fees. The Parties to this Agreement shall bear their own attorneys' fees, taxable costs and expenses concerning the Lawsuit. In the event of a legal action to obtain or enforce any right by any Party to the Agreement, the prevailing Party in such a suit or action shall be entitled to court costs and reasonable attorneys' fees. Costs and fees shall be assessed by the court and not a jury and shall be included in any judgment obtained by the prevailing Party.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, excluding its choice of law provisions. The Parties hereby submit to the exclusive personal jurisdiction of the State of Arizona. Venue for the resolution of any disputes arising under this Agreement shall be in Maricopa County, Arizona, only and not elsewhere.

8. No Admission of Liability. This Agreement and its terms shall not be construed as an admission of any liability whatsoever on the part of any of the Parties, by whom liability is and always has been denied, but is made solely in compromise and in settlement of the disputed claims in the Lawsuit. This Agreement, the settlement reflected herein, and all communications or other actions relating to this settlement shall not be offered or construed as or received against any of the Parties as evidence in any civil, criminal, administrative, or other action or proceeding, including without limitation as evidence of: (a) an admission by any of the Parties with respect to the truth or falsity of any fact alleged in the Lawsuit or the deficiency of any allegation or defense that has been or could have been asserted or of any liability, negligence, fault, misrepresentation, omission, or other wrongdoing or actionable conduct of any of the Parties, or (b) any liability, negligence, fault, misrepresentation, omission, or other wrongdoing or actionable conduct with respect to any statement or written document approved or made by either Party.

9. Modification of Agreement. No provision of this Agreement may be waived, modified or altered except in a writing executed by each of the Parties.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein, and no covenants, promises, representations or warranties have been made or are being relied upon by any Party except as expressly set forth herein. This Agreement supersedes any prior understandings and agreements, written or oral, respecting the subject matter hereof.

11. Representations and Warranties. By executing this Agreement as indicated below, each Party represents and warrants as follows: (a) the person signing below has authority to execute this Agreement for and on behalf of such Party, and to thereby bind such Party to the terms of this Agreement; and (b) it has not in any manner sold, conveyed, or assigned any of its claims to any other person or entity that is not a party to this Agreement.

12. Independent Legal Counsel. The Parties acknowledge that they have been represented by independent legal counsel in negotiations leading up to this Agreement and in executing this Agreement. The Parties further acknowledge that they have consulted with and have been advised by their respective attorneys, and that they have executed this Agreement after independent investigation and without fraud, duress, or undue influence. Each of the Parties has read this Agreement carefully, knows and understands the contents thereof, and has made such investigation of the facts pertaining to its subject matter in the provisions of this Agreement, and all of the matters pertaining hereto as each respective Party deems necessary or desirable.

13. Severability. If any provision of this Agreement is deemed to be invalid or inoperative for any reason by a court of competent jurisdiction, that provision shall be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, then that provision shall be severed from this Agreement and the remainder of the Agreement shall continue in full force and effect.

14. Construction. The captions or headings of this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provision herein. This Agreement is the result of negotiations between the Parties, each of them had the opportunity

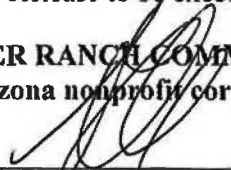
to retain counsel; therefore, in interpreting or applying this Agreement there shall be no presumption that the Agreement or any portion thereof should be construed in favor of one Party over the other.

15. Counterparts. This Agreement may be executed in multiple counterparts, and when a counterpart has been executed by each of the Parties hereto, such counterparts, taken together, shall constitute a single document. In the event that any signature is delivered by facsimile transmission or any other form of electronic delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

[Signature page(s) follow.]

IN WITNESS HEREOF, the Parties hereto have caused this Settlement Agreement & Mutual Release to be executed on the last date set forth below.

POWER RANCH COMMUNITY ASSOCIATION, INC.
an Arizona nonprofit corporation

By: 

Name: GORDON E. GUSTROM

Title: PRESIDENT & CEO POWER RANCH COMMUNITY ASSOCIATION

Date: 10/22/2024

WOODCREST EAST, LLC,
an Arizona limited liability company

By: KDL INVESTMENTS, LLC, an Arizona Limited liability company, its Sole Member

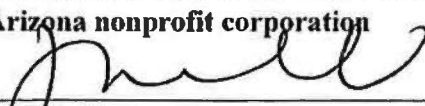
By: 

Name: Karl N. Huish

Title: Manager

Date: October 8, 2024

WOODCREST VILLAGE EAST CONDOMINIUM ASSOCIATION,
an Arizona nonprofit corporation

By: 

Name: Hudd Hassell

Title: President

Date: 10/8/2024

EXHIBIT A
(Form of Ratification)

[Attached]

When Recorded Mail To:
CHDB Law LLP
Attn: Chad Miesen
1400 E. Southern Avenue, Ste. 400
Tempe, AZ 85282

POWER199RDP-2-1-1--
Garciac

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**RATIFICATION OF CONDOMINIUM DEVELOPMENT PLAT
AND DECLARATION**

KNOW ALL MEN BY THESE PRESENTS:

Woodcrest East, LLC, was required by (i) that certain "Declaration of Covenants, Conditions, Restrictions Assessments, Charges, Servitudes, Liens, Reservations and Easements for Power Ranch" recorded on October 1, 1999, as Instrument No. 1999-0916566 (the "Power Ranch Declaration") in the Official Records of Maricopa County (the "Official Records"), and (ii) that certain "Tract Declaration Power Ranch HDR1 and HDR2," recorded on November 14, 2005, as Instrument No. 2005-1723081 in the Official Records (the "Tract Declaration"), to obtain approval for its Final Plat (defined below) and the Woodcrest Village East Declaration (defined below) from the Power Ranch Community Association, an Arizona nonprofit corporation ("Power Ranch"),

Power Ranch, pursuant to the Power Ranch Declaration and the Tract Declaration, hereby now ratifies, affirms, and approves of the following as if Power Ranch had originally joined in the execution thereof:

1. That certain plat known as "Woodcrest Village (East), A Condominium Plat," recorded on September 22, 2022, in Book 1696, Page 50, of the Official Records (the "Final Plat"), depicting a Condominium Development with one hundred and twenty (120) Condominium Units, including other ancillary improvements and related structures; and
2. That certain "Declaration of Condominium and of Covenants, Conditions and Restrictions for Woodcrest Village (East), a condominium," recorded on October 18, 2022, as Instrument No. 2022-0782127 in the Official Records (the "Woodcrest Village East Declaration"), for the operation and use as a Condominium Development with one hundred and twenty (120) Condominium Units including other ancillary improvements and related structures.

[Signature Appears on the Following Page]

EXHIBIT B
(Form of First Amendment)

[Attached]

POWER199FACCRWE-5-1-1--
Hoyp

When Recorded Mail To:
CHDB Law LLP
Attn: Chad Miesen
1400 E. Southern Avenue, Ste. 400
Tempe, AZ 85282

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**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM AND OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOODCREST VILLAGE (EAST), a condominium**

This FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM AND OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODCREST VILLAGE (EAST), a condominium (this "First Amendment") is made as of this 8 day of October, 2024, by WOODCREST EAST, LLC, an Arizona limited liability company ("Declarant"), and WOODCREST VILLAGE EAST CONDOMINIUM ASSOCIATION, an Arizona nonprofit corporation ("Association").

RECITALS

WHEREAS, the Declaration of Condominium and of Covenants, Conditions and Restrictions for Woodcrest Village (East), a condominium, was recorded on October 18, 2022, as Instrument Number 2022-0782127 in the Official Records of the Maricopa County, Arizona (the "Declaration"); and

WHEREAS, pursuant to the terms of Section 12.5 of the Declaration, the Declaration may be amended by a vote of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated; and

WHEREAS, pursuant to the terms of Section 9.1(A)(x) of the Declaration, the approval of Unit Owners representing at least sixty-seven percent (67%) of the total allocated votes in the Association and of First Mortgagees representing at least fifty-one percent (51%) of the votes in the Association allocated to Unit Owners of all Units subject to First Mortgages shall be required to add or amend any material provisions of the Condominium Documents which establish, provide for, govern or regulate the leasing of Units; and

WHEREAS, this First Amendment has been approved by the Declarant who holds 100% of the votes in the Association; and

WHEREAS, this First Amendment has been approved by Stearns Bank National Association, a national banking association, the sole First Mortgagee; and

WHEREAS, pursuant to the Master Governance Documents, the Master Association has consented to this First Amendment.

MASTER ASSOCIATION CONSENT

IN WITNESS WHEREOF, Power Ranch Community Association, an Arizona nonprofit corporation, as Master Association, hereby acknowledges that it consents to the First Amendment to Declaration of Condominium and of Covenants, Conditions and Restrictions for Woodcrest Village (East), a condominium, to which this consent is attached.

POWER RANCH COMMUNITY ASSOCIATION,
an Arizona nonprofit corporation

By: _____
Name: Gordon Engstrom
Title: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 22nd day of October, 2024, by Gordon Engstrom, the President of Power Ranch Community Association, an Arizona nonprofit corporation, for and on behalf of the corporation.

Shelby Antelo
Notary Public

My Commission Expires:
June 5th, 2028

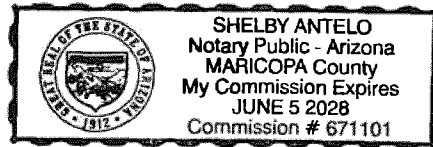


EXHIBIT C
(Form of Dismissal)

[Attached]

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CHDB Law LLP
1400 East Southern Avenue, Suite 400
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minuteentries@CHDBLaw.com
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POWER.0199
Attorneys for Plaintiff/Counterdefendant

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

POWER RANCH COMMUNITY
ASSOCIATION, an Arizona non-profit
corporation,

Plaintiff,

vs.

WOODCREST EAST, LLC, an Arizona
limited liability company; WOODCREST
VILLAGE EAST CONDOMINIUM
ASSOCIATION, an Arizona non-profit
corporation;

Defendants.

WOODCREST EAST, LLC, an Arizona
limited liability company,

Counterclaimant,

vs.

POWER RANCH COMMUNITY
ASSOCIATION, an Arizona non-profit
corporation,

Counterdefendant.

Case No. CV2023-000397

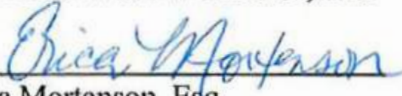
**STIPULATION TO DISMISS WITH
PREJUDICE**

(assigned to the Hon. Christopher Whitten)

1 Plaintiff/Counterdefendant Power Ranch Community Association,
2 Defendant/Counterclaimant Woodcrest East, LLC, and Defendant Woodcrest Village East
3 Condominium Association, an Arizona non-profit corporation, through their respective
4 undersigned counsel, hereby stipulate and agree that the above-captioned matter be dismissed in its
5 entirety as to all parties and all claims, with prejudice. Each party shall bear their own attorneys'
6 fees and costs.

7 **RESPECTFULLY SUBMITTED** this 29th day of October, 2024.

8 CHDB LAW LLP
9 By: /s/ Kyle A. von Johnson
10 Chad P. Miesen, Esq.
11 Kyle A. von Johnson, Esq.
12 1400 East Southern Avenue, Suite 400
13 Tempe, Arizona 85282-5691
14 *Attorneys for Plaintiff/Counterdefendant*

GOODMAN LAW GROUP, LLP
By: 
Erica Mortenson, Esq.
Clint G. Goodman, Esq.
3654 N. Power Road, Suite 132
Mesa, Arizona 85215
*Attorneys for Defendant Woodcrest Village
East Condominium Association*

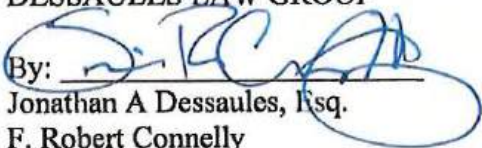
DESSAULES LAW GROUP
By: _____
Jonathan A Dessaulles, Esq.
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7243 N. 16th Street
Phoenix, Arizona 85020
Attorney for Defendant/Counterclaimant

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9
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15 *Attorneys for Plaintiff/Counterdefendant*

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Phoenix, Arizona 85020
Attorney for Defendant/Counterclaimant

1 **ORIGINAL** of the foregoing e-filed
this 29th day of October, 2024.

2 Maricopa County Superior Court

3 **ORIGINAL** of the foregoing e-delivered
This 29th day of October, 2024.

4 Honorable Christopher Whitten
Jackie.Hernandez@JBAZMC.Maricopa.Gov

5 **COPY** of the foregoing mailed/mailed
6 this 29th day of October, 2024, to:

7 Erica Mortenson, Esq.
8 Clint G. Goodman, Esq.
9 Goodman Law Group, LLP
10 3654 N. Power Road, Suite 132
11 Mesa, Arizona 85215
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14 *Attorneys for Defendant Woodcrest Village
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22 *Attorneys for Defendant/Counterclaimant
23 Woodcrest East, LLC*

24 By: /s/ Theresa Laubenthal

Reese Anderson

From: TurboCourt Customer Service <CustomerService@TurboCourt.com>
Sent: Tuesday, October 29, 2024 7:38 AM
To: Theresa Laubenthal
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Filed By: Theresa Laubenthal

AZTurboCourt Form Set: #10505438

AOC Submission ID #4267965

Delivery Date and Time: Oct 29, 2024 7:37 AM MST

Forms:

Attached Documents:

Stipulation for Dismissal: Stipulation for Dismissal With Prejudice

Fees Paid:

Total Filing Fees: \$0.00

Provider Fee: \$10.30

E-Payment Fee: \$0.31

Total Amount Paid: \$10.61

E-Service notification was sent to the following recipient(s):

Clint G. Goodman at clint@goodlaw.legal

Erica Mortenson at erica@goodlaw.legal

Hilary Naversom at hnaverson@dessauleslaw.com

Jonathan A Dessales at jdessaules@dessauleslaw.com

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