

EXHIBIT A

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12 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
13 **IN AND FOR THE COUNTY OF YAVAPAI**

14 VILLAGE OF OAKCREEK
15 ASSOCIATION,

16 Plaintiff,

17 vs.

18 LANCE E. BONHAM; JOHN DOES I-V,
19 inclusive; JANE DOES I-V, inclusive;
20 BLACK CORPORATIONS I-V,
21 inclusive; WHITE PARTNERSHIPS I-V,
22 inclusive; Unknown Heirs and Devisees of
23 each of the above-names Defendants, if
24 deceased,

25 Defendant.

Case No.: V1300-CV2022-80081

JUDGMENT

26 This Court, having received and considered Defendant Lance E. Bonham's
27 ("Bonham" or "Defendant") Application for Attorney's Fees and Costs and any Response
28 or Reply thereto, and good cause appearing,

IT IS HEREBY ORDERED that the property located at 40 Rio Verde Circle,
Sedona, Arizona 86351, and otherwise known as Lot 75, Cathedral View, according to the
plat of record in Book 15 of Maps, page 91, records of Yavapai County, Arizona
("Subject Property") is not bound or restricted by the November 17, 2016 Amendment to
the Restated and Amended Master Declaration of Restrictive Covenants for All Property
in the Village of Oak Creek (Yavapai Recording No. 2016-0058316). The Subject
Property is further not bound by the re-recording made on May 3, 2017 under Yavapai
Recording No. 2017-0021951;

1 **IT IS FURTHER ORDERED** that all fines related to the alleged violation of the
2 short-term rental provision are hereby null and void.

3 **IT IS FURTHER ORDERED** that Defendant is entitled to an award of attorney’s
4 fees and costs under A.R.S. §§12-341.01, 12-341, and Section 9.05 of The Village of
5 Oakcreek Association Master Declaration of Restrictive Covenants for All Property in the
6 Village of Oakcreek.

7 **IT IS FURTHER ORDERED** that Defendant be awarded his reasonable
8 attorney’s fees against Plaintiff Village of Oakcreek Association (“Association” or
9 “Defendant”) in the sum of \$ _____;

10 **IT IS FURTHER ORDERED** that Defendant be awarded his court costs against
11 Plaintiff, pursuant to *A.R.S. §12-341*, in the sum of \$ _____;

12 **IT IS FURTHER ORDERED** that the total sum for which Defendant is awarded
13 is \$ _____;

14 **IT IS FURTHER ORDERED** that the amount awarded above shall accrue post-
15 judgment interest at the statutory rate of 4.5% per annum from the date of entry of this
16 Judgment until paid; and

17 **IT IS FURTHER ORDERED** that this Court reserves and retains jurisdiction to
18 hear, decide and determine any post-judgment claims or issues related to enforcement of
19 this Judgment, including claims for damages, claims for post-judgment attorneys’ fees and
20 costs and any other matters that may properly come before the Court.

21 This Judgment is final as to Defendant’s claims in their entirety and is entered
22 pursuant to Rule 54(c), Ariz.R.Civ.P.

23 **SIGNED** this _____ day of _____, 20__.

24
25
26 _____
27 **JUDGE OF THE SUPERIOR COURT**

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