

Sierra Highlands Ranch Property Owners Association
Minutes of the Meeting of the Board of Directors
June 19, 2026
6:34 pm – 8:36 pm

Board Members Present (via Google Meet):

Wesley Johnson, President
Piper Sowka, Vice President
Austin Eakin, Secretary
Jada Allen, Treasurer
Kathryn Reyes, Director at Large

Emergency Board Meeting

The emergency meeting of the Board of Directors of the Sierra Highlands Ranch Property Owners Association was called to order at approximately 6:37 PM on June 19, 2026, via Google Meet.

I. Approval of the Agenda

The agenda for the meeting was presented and accepted as the basis for proceeding with the meeting.

II. Emergency Meeting Purpose

The purpose of the emergency meeting was to address the following urgent matter:

The rancher connected a generator to the association's well equipment without board authorization, artificially forcing the pump to run and extract water beyond what the shared water well agreement permits. The board convened to determine what rights the rancher holds under the agreement, whether his actions constituted a breach, and what immediate steps the board should take to protect the association's well equipment and property.

The Board determined that the matter required consideration before the next regularly scheduled Board meeting because:

The rancher had already physically connected a generator to the association's well equipment and operated it without notifying the board. This created immediate concerns including unauthorized use of association property, increased mechanical stress on the well pump as

confirmed by Nielsen Drilling, potential breach of the shared water well agreement, and the possibility of the rancher repeating or escalating the action. The board needed to act promptly to secure the well enclosure and establish a documented response before further unauthorized access occurred.

Discussion and action during the meeting were limited to the emergency matter identified above and any directly related actions necessary to address it.

III. Emergency Matter Discussion

Emergency Issue: Unauthorized Generator Connection to Association Well by Rancher

Jada Allen presented the circumstances surrounding the emergency matter, having personally discovered the generator running at the well after DJ noticed it, and subsequently notifying the board via email.

The Board discussed:

- **Background and discovery:** Jada Allen discovered the generator connected and running at the well site. She stopped and spoke with the rancher's employee, Pascal, who stated the generator was being run because the cattle had no water. Jada notified board members by email, which initiated the board's response.
- **Current status of the generator:** The rancher removed the generator prior to the meeting, claiming it had been vandalized. No photographs or proof of vandalism were available at the time of the meeting.
- **The shared water well agreement and the rancher's rights:** Board members reviewed the agreement multiple times. Wes stated the rancher does not have the right to hook up a generator to run the pump at night because that is on the association's side of the equipment. Piper noted the agreement does not explicitly grant or explicitly forbid the connection of a generator, but that the rancher has consistently interpreted ambiguous language in his own favor. Kathryn stated the agreement references overflow water and does not authorize the rancher to connect a generator to extract water. Jada agreed the rancher does not have rights to hook up a generator and pull water. Austin noted the agreement states the rancher is entitled to overflow, not that he can force overflow or make overflow by running the association's equipment.
- **Potential breach of agreement:** Jada stated that by acting without contacting any board member, the rancher may have breached the agreement. Austin noted the agreement requires all connections to the community tank or related equipment, including electrical components, to be performed by an Arizona licensed well driller or Arizona licensed contractor, and that attaching a generator constitutes an electrical component connection that would require such licensing.
- **Disabling of the float/check valve:** Austin and Wes confirmed that when the rancher installed his system, the association's float valve was disabled so the rancher could

receive overflow. Wes described this as the rancher artificially creating overflow, a method used by ranchers across Arizona. Jada stated this appears to be an illegal practice. The rancher's pipe is positioned just below the check valve, which effectively disables it.

- **Scope of the rancher's equipment versus the agreement:** Jada noted that Exhibit B of the agreement showed only a shutoff valve and a line, with no tank depicted, yet the rancher installed significantly more equipment including solar panels and tanks not listed in the exhibit. Wes identified this as a potential illegal easement expansion.
- **Date discrepancy in the agreement:** Piper identified that the well was transferred from Spec Investments to Sierra Highlands Property Association in April 2018, but the agreement between the rancher and Spec Investments was executed in October 2018, after the transfer. This means the agreement may have been made with a party that no longer owned the well, potentially rendering it without legal weight.
- **Well ownership and recording:** Piper noted the special warranty deed transferring the well to the association was never recorded with the county and was still found recorded under Spec Investments. Piper stated this does not make the transfer legally invalid but means there is no county record of it, and that filing the deed with the county would retroactively backdate ownership to 2018. Kathryn noted that when she previously inquired, she was told the well transitions to property owners once a certain number of lots are sold.
- **Water usage and the rancher's distribution:** Kristi noted the rancher appears to be pumping water to a second parcel that has no lot number, no APN, and no identified owner, as flagged by attorney Quentin Phillips in 2022. Austin noted the agreement specifies water is for the rancher's cattle only, and that the rancher also built wildlife watering stations as a condition of a federal grant, which may constitute a breach since the agreement does not authorize watering wildlife.
- **Impact on the well pump:** Jada reported that a property owner contacted Nielsen Drilling, who confirmed that the extra use caused by the generator is harmful to the pump and doubles the stress on it.
- **Prior legal review:** Piper noted that in 2022, the board retained attorney Quentin Phillips of PMB, who reviewed the agreement and provided documentation and suggested next steps. Piper cautioned against paying for duplicative legal research already completed.
- **The rancher's claim of vandalism and harassment:** Jada disclosed for transparency that the rancher claimed the generator was vandalized and that his employee was harassed. Piper noted the association has no obligation to protect the rancher's property, cannot make complaints through the CC&Rs on his behalf, and is not a law enforcement body.
- **Rancher's water sources:** Jason France noted the rancher has two tanks and a water trough on state trust land behind Wes's property, with a waterline running through the area. Mark noted the rancher has a large tank and solar setup at the corral below the mesa. Piper stated the rancher received a federal grant to install the lines and was required to build wildlife watering stations as a condition of that grant.

- **Proposed immediate actions discussed:** Placing a lock on the well enclosure gate; posting a no trespassing sign; installing a cellular camera pointed at the enclosure entrance and/or equipment; notifying Trey in writing; potentially confiscating any future unauthorized equipment placed on association property; contacting attorney Quentin Phillips regarding the deed and the agreement.
- **Legal strategy considerations:** Piper cautioned that the rancher's family cattle business has significant political and financial resources and that a common legal strategy is to bury opponents in paperwork and legal costs. Piper recommended taking non-legal protective actions first to force the rancher to decide whether to escalate, rather than the association initiating legal proceedings. Wes and Eli both supported obtaining legal advice to understand the association's position before any legal action.

The Board reviewed any available supporting information, including:

A timeline document prepared by Kristi Sharp listing all events related to the well beginning in 2007; the shared water well agreement reviewed multiple times by board members; Exhibit B attached to the agreement depicting the rancher's proposed connection; prior legal documentation from attorney Quentin Phillips from 2022; the special warranty deed transferring the well to the association; email correspondence among board members regarding the generator incident; and member comments submitted via chat during the meeting.

IV. Board Action

After discussion, a motion was made by Austin Eakin to install a lock on the well enclosure gate and post a no trespassing sign.

The motion was seconded by Jada Allen.

The motion was:

- Approved unanimously

Additional Motions

A motion was made by Piper to install a cellular camera on the well enclosure, cost permitting, focused on the enclosure entrance and/or equipment inside the enclosure, with care taken to minimize recording of property owners in their day-to-day activities.

The motion was seconded by Wes.

The motion was:

- Approved unanimously

Additional Motions

A motion was made by Austin Eakin to contact PMB, the attorney at law, regarding the deed conveying interest in the well to the association, and if the deed is not recorded with the county, to submit it for recording.

The motion was seconded by Piper.

The motion was:

- Approved unanimously

V. Authorized Expenditures

The Board authorized an expenditure for:

A cellular camera to be installed on the well enclosure, subject to cost review by the board. The board agreed to research camera options and discuss costs via email before finalizing the purchase. No specific dollar amount was stated during the meeting.

The expenditure will be paid from the:

- Operating Fund

VI. General Comments and Action Items

The Board reviewed the actions necessary to address the emergency matter. Action items included Austin Eakin contacting attorney Quentin Phillips of PMB regarding the special warranty deed and well ownership recording, obtaining legal guidance on the association's standing, and submitting the deed to Apache County for recording if not already on file; Jada Allen obtaining a spare key for the new lock and having a copy made; Piper contacting Robert at Preferred Communities regarding key storage options; Austin Eakin posting the no trespassing sign and coordinating with Jada Allen to install the lock at the well enclosure following the meeting; Austin Eakin initiating an email thread among board members to research and compare cellular camera options; Piper drafting a written communication to the rancher to be sent from the Sierra Highlands Ranch Board email advising him that he is not authorized to enter the association's well enclosure or tamper with its equipment; Jada Allen editing the draft communication; and Piper contacting Robert at Preferred Communities to confirm key storage arrangements. The board agreed that all future communications with the rancher are to be conducted through the official board email only, with no individual board member phone communications on board matters. Any continuing issues or additional actions will be placed on the agenda for a future Board meeting as necessary.

VII. Adjournment

There being no further emergency business, a motion to adjourn was made by Wes and seconded by Piper.

The motion was unanimously approved.

The emergency meeting was adjourned at approximately 8:36 PM on June 19, 2026.