IN THE OFFICE OF ADMINISTRATIVE HEARINGS

In the Matter of: Enola Ward, Petitioner, vs. 1776 Condominium Association, Respondent.	**No. 26F-H227-REL** **ADMINISTRATIVE LAW JUDGE DECISION**

HEARING: October 05, 2026 at 1:00 PM.[1]

APPEARANCES: Enola Ward ("Petitioner") appeared on her own behalf. Lynda Grunert appeared on behalf of 1776 Condominium Association ("Association" and "Respondent"). Wade Johnson observed.

ADMINISTRATIVE LAW JUDGE: Jenna Clark.

EXHIBITS ADMITTED INTO EVIDENCE: The NOTICE OF HEARING, including the attached administrative file from the referring agency, Petitioner Exhibits 12-18, and Respondent Exhibits 6-8 were admitted into the evidentiary record.

After review of the hearing record in this matter, the undersigned Administrative Law Judge makes the following Findings of Fact and Conclusions of Law, and issues this ORDER to the Commissioner of the Arizona Department of Real Estate ("Department").

FINDINGS OF FACT

BACKGROUND AND PROCEDURE

1. The Department is authorized by statute to receive and to decide petitions for hearings from members of homeowners' associations and from homeowners' associations in the State of Arizona.

2. On or about July 20, 2026, Petitioner filed a single-issue HOA DISPUTE PROCESS PETITION ("PETITION") with the Department.[2] In the petition, Petitioner identified Respondent's alleged violations as follows:

[1] With consent of the parties, the hearing record in the above-captioned matter was held open until October 07, 2026, for the sole purpose of affording the undersigned additional time in which to draft and transmit this ORDER.

[2] *See* Porch Form (1).pdf.

> Respondent violated A.R.S. § 33-1243, the 1776 COA Responsibility Matrix (page 24), and page 16, Section 3 of the association documents when the Board President unilaterally, and without proper procedural authorization or owner consent, removed the porch carpeting from the petitioner's limited common element on March 30, 2026, leaving hazardous adhesive residue and causing property damage.[3]
> (*All errors in original*.)

Petitioner requested an order directing Respondent to abide by the referenced governing documents and statute.[4] Civil penalties were also requested.[5]

a. On July 20, 2026, Petitioner tendered a $500.00 filing fee to the Department for the PETITION.[6]

b. On an unknown date, Petitioner field a supplement to her petition wherein she requested additional remedies including a Cease & Desist Order, an Order in her favor that required Respondent to pay $1,250.00 for remediations to her porch, and reimbursement of filing fees paid to the Department for the underlying petition.[7]

c. Petitioner never clarified which subsection of ARIZ. REV. STAT. § 33-1243, A through K, Respondent allegedly violated.

3. On July 22, 2026, the Department issued a HOA NOTICE OF PETITION to Respondent.[8]

4. On August 10, 2026, Respondent returned its ANSWER to the Department whereby it denied the complaint item in the petition.[9]

5. On August 24, 2026, the Department issued a NOTICE OF HEARING setting the above-captioned matter for hearing before the Office of Administrative Hearings ("OAH"), an independent state agency, on October 05, 2026, to address Respondent's

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[3] *Id*.
[4] *Id*.
[5] *Id*.
[6] *See* 26F-H227 Notice of Hearing.pdf.
[7] *See* Porch attachment (1).pdf.
[8] *See* 26F-H227NOP – signed.pdf.
[9] *See* Response Re 26F - H227 August 10 2026.pdf.

alleged violation(s) of ARIZ. REV. STAT. § 33-1243, Page 16 Section 3 of the Bylaws, and Page 24 of the 1776 COA Responsibility Matrix.[10]

THE PARTIES AND GOVERNING DOCUMENTS

6. Respondent is a condominium community association whose members own properties in a residential real estate development located in Sun City, Arizona 85351. The Association is a 55+ age-restricted community compromised of a 12-unit condominium. Membership for the Association is comprised of condominium owners.

7. Petitioner is a condominium owner and a member of the Association.

8. The Association is governed by a Declaration of CC&Rs and Bylaws, and overseen by a 3-member Board of Directors ("the Board"). The CC&Rs empower the Association to control certain aspects of property use within the development. When a party buys a residential unit in the development, the party receives a copy of the CC&Rs and Bylaws and agrees to be bound by their terms. Thus, the CC&Rs form an enforceable contract between the Association and each property owner, and the Bylaws outline how the Association is permitted to operate.

9. Section 6.5 – Back Courtyards of the Bylaws provides that patio and sidewalk maintenance is a unit owner's responsibility.[11]

10. The 1776 COA Responsibility Matrix provides, in pertinent part at Section 1.C. on Page 24, that unit owners are responsible for maintaining their "original front entry landing."[12]

HEARING EVIDENCE

11. Petitioner testified on her own behalf. Lynda Grunert testified on behalf of Respondent. The substantive evidence of record is as follows:

a. Petitioner owns a condominium located at 16834 N 103rd Dr. Sun City, Arizona 85351.

b. The parties have a storied and tumultuous relationship. They are currently embroiled in no less than two additional HOA disputes pending before the Department.

[10] *See* 26F-H227 Notice of Hearing.pdf.
[11] *See* Respondent Exhibit 7.
[12] *Id*.

c. On March 30, 2026, at 12:49 p.m., Petitioner emailed Ms. Grunert, Board President, the following:

> Hello,
>
> The outdoor water spigot at my property is no longer functional due to **heavy corrosion**. The threading is damaged, and a hose can no longer be attached.
>
> Could you please schedule a repair for this common area/exterior element?
>
> Thank you,[13]
> (*Emphasis in original*.)

d. By that same date, at 2:44 p.m., Ms. Grunert replied to Petitioner as follows:

> I agree and will get it fixed so that you can attach a garden hose.
>
> I see that the green carpet on your front landing is torn. I feel that this is a potential tripping hazard. I would ask that you remove this carpet as soon as possible before anyone gets hurt. Let me know if you are unable to do this, I might be able have it done asap.[14] [sic]

e. At 3:04 p.m. Petitioner replied with the following:

> Thank you for your quick response and for looking into the repair for the hose spigot.
>
> Regarding the green carpet on the front landing, I would like an estimate for removal.[15]

f. At 3:15 p.m. Ms. Grunert replied to Petitioner as follows:

> I removed some on our back patio, the way this is lifting it either isn't glued down or the glue has dried up. It doesn't appear to be attached at the bottom. So it wouldn't be hard to cut out. I would gladly do it for free.
>
> You may need to get a scraper or adhesive remover of some type if it is glued around the sides.
>
> Do I have your permission to remove whatever is not glued down that I can cut or pull out?[16]

[13] *See* Respondent Exhibit 6.
[14] *Id*.
[15] *Id*.
[16] *Id*.

g. At 3:19 p.m. Petitioner replied with the following:

> Yes, please go ahead and remove whatever is not glued down. I appreciate you offering to do this.

h. AT 3:34 p.m. Ms. Grunert replied to Petitioner as follows:

> The glue was pretty deteriorated so it came up really easy. The remainder will probably wear off by itself over the summer.
>
> If you have any house paint it would be good to paint that bare wood on the bottom.
>
> Spigot is fixed. I'm leaving carpet by your garbage for pick up tomorrow.[17] [sic]

i. At 4:35 p.m. Petitioner replied with the following:

> Sounds great, thank you.[18]

ADDITIONAL EVIDENCE

j. Petitioner's front porch is approximately 6ft x 5ft. Most of that area was covered by carpet.

k. Ms. Grunert testified that in an act of neighborliness she used her bare hand to tug at the frayed portion of Petitioner's rug, and that in one swift movement the entire rug, save some small material remnants, came up.[19] No damage was caused to the concrete underneath and no glue or residue was present. Per Ms. Grunert, Petitioner emailed on April 22, 2026, to complain about the state of her front porch, and argued that Respondent should pay for removal of glue residue. Two estimates were provided – one for $1,200.00 and another for $2,600.00.[20] Neither was itemized. Ms. Grunert replied and informed Petitioner that per the Bylaws and COA Responsibility Matrix it was her responsibility to cover any costs related to glue removal, of which she opined there was none.

[17] *Id*.
[18] *Id*.
[19] *See* Petitioner Exhibits 13-16.
[20] *See* Petitioner Exhibits 17-18.

l. Petitioner testified that she did not give Ms. Grunert consent to remove the rug on her front porch. Despite trying to power-wash the area, Petitioner was unable to remove the remnants of rug glue.

CLOSING ARGUMENTS

12. In closing, Respondent argued that the rug on Petitioner's front porch was a limited common element that constituted a tripping hazard, and opined that because the glue had bonded to the ground and no the rug that the entire carpet came up when she lifted the frayed portion. Respondent further argued that it was Petitioner's responsibility to address any residue, but opined that there was none and that the Association had not asked her to perform any further remediations to the area.

13. In closing, Petitioner argued that Respondent had exceeded the conditional consent that she had given, and that damage had been sustained to her property as a result. Petitioner opined that professional repair was required, and argued that Respondent should be the party between the two to cover associated costs.

CONCLUSIONS OF LAW

1. This matter lies within the Department's jurisdiction pursuant to ARIZ. REV. STAT. §§ 32-2102 and 32-2199 et seq., regarding a dispute between an owner and a planned community association. The owner or association may petition the department for a hearing concerning violations of community documents or violations of the statutes that regulate planned communities as long as the petitioner has filed a petition with the department and paid a filing fee as outlined in ARIZ. REV. STAT. § 32-2199.05.

2. Pursuant to ARIZ. REV. STAT. §§ 32-2199(2), 32-2199.01(A), 32-2199.01(D), 32-2199.02, and 41-1092 et seq. OAH has the authority to hear and decide the contested case at bar. OAH has the authority to interpret the contract between the parties.[21]

3. In this proceeding, Petitioner bears the burden of proving by a preponderance of the evidence that Respondent violated ARIZ. REV. STAT. § 33-1243, Bylaws Section 6.5, and Section 1.C. of the 1776 COA Responsibility Matrix.[22]

[21] *See Tierra Ranchos Homeowners Ass'n v. Kitchukov*, 216 Ariz. 195, 165 P.3d 173 (App. 2007).
[22] *See* Arizona Administrative Code ("ARIZ. ADMIN. CODE") R2-19-119.

Respondent bears the burden of establishing any affirmative defenses by the same evidentiary burden.[23]

4. "A preponderance of the evidence is such proof as convinces the trier of fact that the contention is more probably true than not."[24] A preponderance of the evidence is "[t]he greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force; superior evidentiary weight that, though not sufficient to free the mind wholly from all reasonable doubt, is still sufficient to incline a fair and impartial mind to one side of the issue rather than the other."[25]

5. In Arizona, when construing statutes, we look first to a statute's language as the best and most reliable index of its meaning. If the statute's language is clear and unambiguous, we give effect to that language and apply it without using other means of statutory construction, unless applying the literal language would lead to an absurd result. Words should be given "their natural, obvious, and ordinary meaning."[26] Statutes should be interpreted to provide a fair and sensible result.[27] Unless defined by the legislature, words in statutes are given their ordinary meanings.[28] Each word, phrase, clause, and sentence of a statute or rule must be given meaning so that no part will be void, inert, redundant, or trivial.[29]

6. ARIZ. REV. STAT. § 33-1243(A) provides that the Board of Directors may act in all instances on behalf of the Association.

7. The crux of the case at bar is whether Petitioner established that Respondent's alleged conduct constitutes one or more violations of ARIZ. REV. STAT. § 33-1243, Bylaws Section 6.5, and/or Section 1.C. of the 1776 COA Responsibility Matrix. Based upon a review of the credible and relevant evidence in the record, the Tribunal finds that Petitioner has not sustained her burden of proof.

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[23] *Id*.
[24] MORRIS K. UDALL, ARIZONA LAW OF EVIDENCE § 5 (1960).
[25] BLACK'S LAW DICTIONARY 1220 (8th ed. 1999).
[26] *Arpaio v. Steinle*, 201 Ariz. 353, 355 ¶ 5, 35 P.3d 114, 116 (App. 2001) (footnotes and citations omitted).
[27] *Gutierrez v. Industrial Commission of Arizona*; *see also State v. McFall*, 103 Ariz. 234, 238, 439 P.2d 805, 809 (1968) ("Courts will not place an absurd and unreasonable construction on statutes.").
[28] *Id*.
[29] *See Deer Valley, v. Houser*, 214 Ariz. 293, 296, 152 P.3d 490, 493 (2007).

8. Here, the record clearly establishes that Petitioner gave Respondent permission to remove whatever portion of the rug that was not glued down, and acting on that permission, Ms. Grunert removed the entirety of Petitioner's rug as it was no longer glued down to the ground. There is no fact in the record to contradict or cast doubt on Ms. Grunert's testimony that she used a single bare hand to lift the frayed portion of carpet, and that in doing so the entire rug lifted off of the ground – no tugging, no pulling, no yanking, no cutting. While the outcome was likely not what either party expected, the result was neither nefarious nor unreasonable under the circumstances. The conduct was not unlawful or in violation of either proffered governing document.

9. Therefore, based on the relevant and credible evidence of record, the undersigned Administrative Law Judge concludes that, because Petitioner did not sustain her burden of proof by a preponderance of the evidence. As such, her petition must be denied.

FINAL ORDER

In light of the foregoing,

IT IS ORDERED that Petitioner's petition, related requests for relief, be denied with prejudice.

IT IS FURTHER ORDERED that no civil penalties shall be levied against Respondent as a result of these proceedings.

IT IS FURTHER ORDERED that each party bears its own costs related to preparation and litigation of this matter.

NOTICE

Pursuant to ARIZ. REV. STAT. §32-2199.02(B), this ORDER is binding on the parties unless a rehearing is granted pursuant to ARIZ. REV. STAT. § 32-2199.04. Pursuant to ARIZ. REV. STAT. § 41-1092.09, a Request for Rehearing in this matter must be filed with the Commissioner of the Arizona Department of Real Estate within 30 days of the service of this ORDER upon the parties.[30]

Done this day, October 27, 2026.

[30] *See* https://azre.gov/resources/dispute-rehearing-request-form.

Office of **A**dministrative **H**earings

/s/ Jenna Clark
Administrative Law Judge

Transmitted by either mail, e-mail, or facsimile to:

Susan Nicolson, Commissioner
c/o Liz, Recchia, David Morehouse
Arizona Department of Real Estate - HOA
100 N. 15th Ave., Ste. 201
Phoenix, Arizona 85007
snicolson@azre.gov
hoa@azre.gov

Enola Ward, Petitioner
16834 N 103rd Dr.
Sun City AZ 85351
zbk231@gmail.com

1776 Condo Association, Respondent
c/o Lynda Grunert, Mike O'Leary
16849 N. 103rd Dr.
Sun City AZ 85351
1776coa@gmail.com

By: OAH Staff