PART II: DETAILED ATTACHMENT PACKET

A: STATEMENT OF THE CORE CLAIM

The Respondent’s Board President committed administrative misconduct, selective enforcement, and a breach of fiduciary duties by performing an unauthorized, destructive removal of weather-barrier carpeting from the Petitioner's limited common element landing slab without board discussion, vote, or valid consent. This rogue action bypassed mandatory community maintenance protocols, caused physical damage and a persistent safety hazard to the entrance of the property, and represents a highly discriminatory case of selective enforcement.

B. DESCRIPTION OF THE DISPUTE

On March 30, 2026, the Petitioner contacted Board President Lynda Grunert to request maintenance on a corroded exterior hose spigot located immediately adjacent to the Petitioner's front porch landing. In her response addressing the spigot repair on that same day, Board President Grunert unilaterally raised an issue regarding the exterior landing carpet, asserting it to be a "potential tripping hazard" (EXHIBIT B-1).

The Petitioner granted strict, conditional consent via email to only remove materials that were not bonded or glued down. Bypassing this explicit restriction, Grunert executed a total stripping of the bonded weather-barrier carpet from the concrete landing slab within a fifteen-minute window.

This action directly violated the scope of homeowner consent, ignored the mandatory "Board Approval Required" protocols on page 24 of the community matrix, and left a permanent, hazardous layer of industrial troweled adhesive residue that a standard 1700 PSI homeowner power washer could not remediate on April 20, 2026.

In a formal written response dated June 17, 2026, the board explicitly admitted that this physical carpet removal was never formally discussed, voted on, or authorized by the board of directors, legally establishing that the President acted entirely outside her corporate authority.

Additionally, written financial records provided by the board reveal a clear, established history of standard corporate protocols for concrete maintenance across the community. The association has routinely authorized and paid for professional concrete and walkway repairs across specific community units (including historical walk repairs at the subject parcel footprint in 2022 and neighboring units between 2023 and 2024). This confirms that the Petitioner's residence was uniquely singled out for an ad-hoc, unauthorized physical intervention based on an individual's personal perception, constituting discriminatory selective enforcement and a direct breach of fiduciary duties.

C. CHRONOLOGICAL TIMELINE OF EVENTS

> March 30, 2026 at 12:49 PM: The Petitioner contacts Board President Lynda Grunert regarding a corroded exterior hose spigot immediately adjacent to the Petitioner's front landing.
>
> March 30, 2026 at 2:44 PM: Board President Lynda Grunert transmits an email agreeing to fix the hose spigot, but uses the opportunity to declare the adjacent front landing carpet a potential tripping hazard, offering to have it removed asap (EXHIBIT B-1).

March 30, 2026 at 3:19 PM: The Petitioner transmits an explicit, restrictive email to the Board President, granting conditional consent to address the porch landing but specifying to only remove what is not glued down (EXHIBIT B-2).

March 30, 2026 at 3:34 PM: The Board President transmits a reply email confirming that a total stripping of the bonded outdoor carpet was completed within this fifteen-minute interval, revealing that the explicit limitations of the homeowner's consent were bypassed (EXHIBIT B-3).

April 20, 2026: The Petitioner performs a formal remediation attempt using a standard 1700 PSI homeowner power washer. The industrial troweled adhesive residue remains entirely unmitigated, trapping desert debris and creating a persistent safety and slipping hazard (EXHIBIT C-2).

April 23, 2026: Board Member Mike O'Leary transmits an email to the Petitioner refusing professional concrete restoration, declaring a communication freeze until Fall, and claiming the residue can simply be washed off (EXHIBIT B-4).

June 17, 2026 at 3:33 PM: The Respondent issues a formal written response containing explicit admissions that the board never discussed or voted on the carpet removal (EXHIBIT B-5). In this same communication, the board provided a historical concrete repair ledger, officially establishing that the association previously paid for walkway repairs at Petitioner’s exact unit footprint in March 2022 (EXHIBIT E-1).

D: KEY EVIDENCE AND LEGAL ARGUMENTS

1. Breach of Fiduciary Duty and Documented Lack of Board Authorization Under A.R.S. Section 33-1243, board members owe a strict fiduciary duty to association residents. The Respondent has admitted in writing (EXHIBIT B-5) that the board did not discuss or authorize the removal of the carpet. This admission legally establishes that the Board President acted entirely outside her corporate authority, executing a rogue property demolition without a formal resolution, vote, or work order, in direct violation of Page 24 of the community matrix.
2. Documented Selective Enforcement and Administrative Bias Written evidence provided by the board outlines a clear ledger of professional concrete repairs managed through standard contractor processes at Unit 16834 (March 2022), Units 16830 and 16842 (October 2023), and Units 16829, 16845, and 16849 (April 2024) (EXHIBIT E-1). By proving that the association relies on a formal corporate process for standard concrete upkeep, the Respondent's records demonstrate that the Petitioner's limited common element landing was singled out for arbitrary, individual physical intervention rather than standard corporate oversight.

E: REMEDIES REQUESTED

The Petitioner requests an administrative order directing the Respondent to:

1. Cease and Desist Unauthorized Maintenance Actions: Immediately cease performing physical maintenance, removals, or alterations on limited common elements without formal Board of Directors

discussion, vote, and written corporate authorization, as mandated by Page 24 of the 1776 COA Responsibility Matrix and A.R.S. § 33-1243.

2. Abide by Community Governing Documents: Strictly comply with the Board Approval Required (B.A.R.) protocols on Page 24 of the Association's Responsibility Matrix before initiating any physical modifications to limited common elements.
3. Fund Professional Concrete Restoration: Retain and fully fund, at the Association's sole expense, a licensed professional contractor to grind and restore the concrete landing slab at 16834 N 103 Ave to resolve the safety hazard and adhesive residue caused by the Board President's unauthorized physical actions, in accordance with the $1,250.00 professional restoration assessment (EXHIBIT D-1) and the community's established history of funding concrete maintenance (EXHIBIT E-1).
4. Reimburse Petitioner Filing Fees: Reimburse the Petitioner the full ADRE petition filing fee of $500.00 upon prevailing in this matter, pursuant to A.R.S. § 32-2199.01

SECTION F: INDEX OF EVIDENCE

EXHIBIT A: Governing Documents and Prior Community Precedents

- Exhibit A-1: is the current version of the 1776 COA Responsibility Matrix (Page 24), which establishes that "Board Approval Required" (B.A.R.) is mandatory for all common area alterations.
- Exhibit A-2: is a prior digital mediation response from Lynda Grunert dated April 12, 2023, which establishes a clear historical pattern of the President bypassing bylaws to unilaterally alter association property.

EXHIBIT B: Digital Correspondence and Written Timeline Records

- Exhibit B-1: is an email from Lynda Grunert dated March 30, 2026 at 2:44 PM, establishing her initial assertion of a "tripping hazard" nested within her response to the Petitioner's request for a hose spigot repair
- Exhibit B-2: is an email from Enola Ward dated March 30, 2026 at 3:19 PM, proving that homeowner consent was explicitly restricted to the removal of non-glued materials.
- Exhibit B-3: is an email from Lynda Grunert dated March 30, 2026 at 3:34 PM, confirming that she executed a total stripping of the outdoor carpet in under fifteen minutes and left the adhesive residue behind.
- Exhibit B-4: is a formal board letter from Mike O'Leary dated April 23, 2026, which documents the board's refusal to restore the concrete landing and declares a unilateral communication freeze until Fall.
- Exhibit B-5: is the association's formal records response dated June 17, 2026 at 3:33 PM, containing an explicit written admission that the board never voted on, discussed, or authorized the physical removal of the landing carpet.

EXHIBIT C: Photographic Evidence of Property Damage

- Exhibit C-1: is a photograph of the porch landing dated March 14, 2022, verifying the original state of the exterior entrance prior to the unauthorized removal.
- Exhibit C-2: is a photograph of the porch landing taken on April 20, 2026, providing clear visual proof of the persistent, safety-hazard industrial adhesive footprint left behind after power washing.

EXHIBIT D: Professional Restoration and Repair Cost Assessments

- Exhibit D-1: is a professional concrete restoration assessment from NLKD Concrete Coatings dated May 19, 2026, which establishes a minimum cost of $1,250.00 to grind and restore the concrete slab.

EXHIBIT E: Board Financial Records and Inconsistent Maintenance Practices

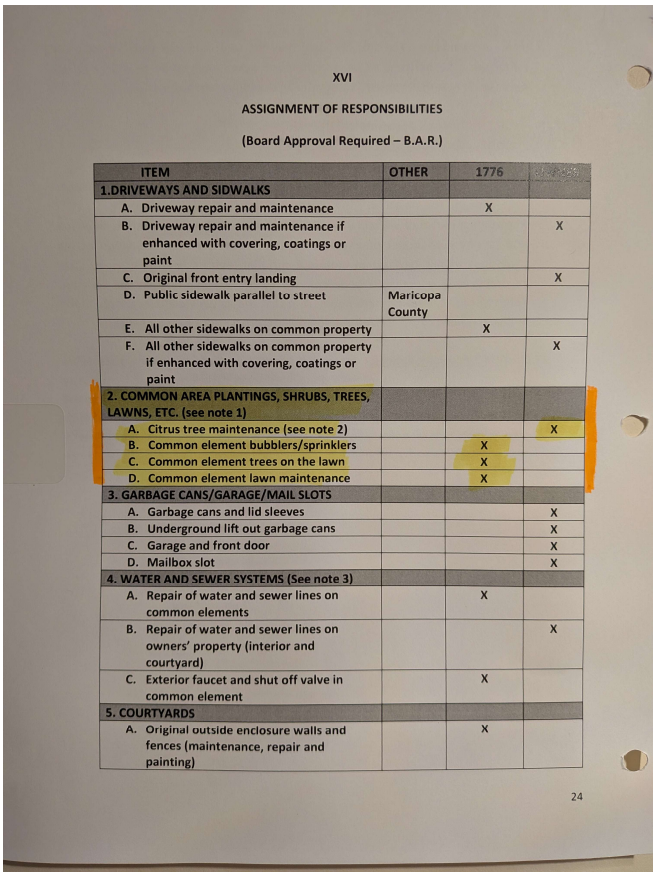
- Exhibit E-1: is the historical concrete repair ledger provided by the board on June 17, 2026, proving that the association routinely authorizes and pays for professional walkway repairs across the community, including at Unit 16834 in March 2022.

EXHIBIT F: Historic Architectural Agreements and Community Precedents

- Exhibit F-1: is the executed, bilateral written Security Wall Agreement between the 1776 Board of Directors and homeowner Enola Ward, dated April 21, 2023, establishing the operational precedent that modifications to limited common elements at the subject unit require mutual, written consensus.

SECTION G: EXHIBITS

- Exhibit A-1: 1776 COA Bylaws and Responsibility Matrix, Page 24 (B.A.R. rule).



XVI

ASSIGNMENT OF RESPONSIBILITIES

(Board Approval Required – B.A.R.)

ITEM	OTHER	1776	
1.DRIVEWAYS AND SIDWALKS			
A. Driveway repair and maintenance		X	
B. Driveway repair and maintenance if enhanced with covering, coatings or paint			X
C. Original front entry landing			X
D. Public sidewalk parallel to street	Maricopa County		
E. All other sidewalks on common property		X	
F. All other sidewalks on common property if enhanced with covering, coatings or paint			X
2. COMMON AREA PLANTINGS, SHRUBS, TREES, LAWNS, ETC. (see note 1)			
A. Citrus tree maintenance (see note 2)			X
B. Common element bubblers/sprinklers		X	
C. Common element trees on the lawn		X	
D. Common element lawn maintenance		X	
3. GARBAGE CANS/GARAGE/MAIL SLOTS			
A. Garbage cans and lid sleeves			X
B. Underground lift out garbage cans			X
C. Garage and front door			X
D. Mailbox slot			X
4. WATER AND SEWER SYSTEMS (See note 3)			
A. Repair of water and sewer lines on common elements		X	
B. Repair of water and sewer lines on owners' property (interior and courtyard)			X
C. Exterior faucet and shut off valve in common element		X	
5. COURTYARDS			
A. Original outside enclosure walls and fences (maintenance, repair and painting)		X	

24

- Exhibit A-2: Prior written corporate acknowledgment and apology (April 12, 2023).

  From: Linda Grunert lyndag@sasktel.net
  To: Enola Ward
  Georgia Abramovic grgabramob@aol.com
  Susanne Zavala susanne.zavala@gmail.com
  Date: Apr 12, 2023, 11:22 AM
  Subject: mediation report response

  Enola
  We want you to know that we have still not received the hard copy of the mediator's report .The board did meet to review the digital copy that was sent on Monday afternoon.

  We would like to know if you accept the findings of the report regarding shared responsibility to replace the wall extension, and if you are open to looking at other wall extension options.
  We are very hesitant to order the STEALTH product from Japan without seeing it in person, Also the full cost of it would not be known until it was actually ordered as there would be tariffs and duties applied. We are currently working with a local tradesman to fabricate a barrier that should be as effective and built and installed in a short period of time. When we have a concept drawing and a price, we will forward it to you.

  I apologize for removing the wall extension from the wall without following the formal process as prescribed in our Bylaws, Rules and Regulations.

  The board will communicate to you through this email address going forward, if there are any changes to your contact information, we will need to receive it in wriiting.

  -Lynda

<u>EXHIBIT B</u>: Digital Correspondence and Written Timeline Records

- Exhibit B-1: Time-stamped email from Board Member to Petitioner dated March 30, 2026, at 2:44 PM
  From: Linda Grunert lyndag@sasktel.net
  To: Enola Ward <zbk231@gmail.com>
  Subject: hose spigot

  Enola, 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.

- Exhibit B-2: Time-stamped email from Petitioner to Board Member dated March 30, 2026, at 3:19 PM (conditional consent).
  From: Enola Ward <zbk231@gmail.com>
  To: Linda Grunert <lyndag@sasktel.net>

Subject: hose spigot

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

- Exhibit B-3: Time-stamped email response from Board Member dated March 30, 2026, at 3:34 confirming the total carpet stripping was completed within a 15-minute window.

From: Linda Grunert lyndag@sasktel.net
To: Enola Ward <zbk231@gmail.com>
Subject: hose spigot

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.

- Exhibit B-4: Formal written notice from the Association Board refusing further professional concrete restoration dated April 23, 2026.

Enola - the plants you refer to have been stumped (as per regular maintenance) are already growing back and will not be removed until later this year as seasonal new plantings are recommended in the milder season. Any new plantings will be the responsibility of the "home owner" subject to "COA" approval, this matter will be further addressed by the BOM as our "new" rules are still to be determined and voted on by the members at our Fall meeting. We will revisit any new potential plantings at this time.

Regarding you (homeowner) setting and or demanding time frames from the "COA" - Condo Owners Association BOM volunteer members to respond via specific deadlines will not be honored. I was involved as a previous "HOA" board member where Connie and I lived previously prior to Sun City for 17 years. This topic came up, our "HOA" attorney determined unreasonable deadlines and or demands by the homeowners on the volunteer board of director members will not stand up in court. Judges have deemed what is "reasonable vs unreasonable" will side with the "HOA". I also want you (homeowner) to understand that "I" continue to work via being self-employed, my clients determine my work schedule demands not the "COA"

Regarding the "front landing" which is the homeowners responsibility as deemed by the "COA" rules. Enola - you gave Lynda "permission" in written form via an e-mail for her to remove the carpet deemed to be a "potential tripping hazard". Any further improvements will be the responsibility of the homeowner and approved by the COA via the "Architectural Change Form" required by the board to approve any changes to the exterior common grounds page 15, Section 3 of our Bylaws , Rules and Regs. Enola, you sent pictures to the board, I also took pictures, the glue on the surface edges can be power washed off(Connie and I recently removed our front landing carpet and easily removed the glue). There is no "scarring " as you referred to . There is

no "new surface" hazard as you referenced in your 4-22 e-mali. All surfaces are smooth, any tripping hazards have been mitigated. There is no damage to any wood surface as per the pictures. All units have a concrete slab edge that extends from the foundation of the unit up on the wall surface as it meets the wood exterior including the entrance door of the unit. Any residual glue as mentioned can simply be washed off by the homeowner. Enola - this will be the LAST COMMUNICATION from the board to you on these matters until Fall - Mike O'Leary

- Exhibit B-5: Formal written response from the Association Board containing admissions regarding lack of discussion, lack of maintenance logs, and refusal to disclose board emails dated June 17, 2026, 3:33 PM

  Our response to your document and records requests are as per below. Please confirm receipt of this email and the two emails yesterday.

  SECTION I. RE: PORCH MAINTENANCE & ADHESIVE RESIDUE DISPUTE

  Board Meeting Minutes & Authorizations: All official board meeting minutes, resolutions, or written corporate actions from January 1, 2026, to the present, wherein Board Member Lynda was formally authorized to execute physical maintenance or carpet removal on the Petitioner’s limited common element porch landing. These documents do not exist. The Board did not discuss or authorize the removal of the carpet.

  Emergency Action Logs & Incident Reports: All internal management notes, work orders, service logs, or incident reports regarding a reported "tripping hazard" near the unit's hose spigot on or around March 30, 2026.These documents do not exist and are not available.

  Internal Communications: All written correspondence, email threads, and text message logs between Kinney Management employees, individual Board Members, and Board Member Lynda concerning the planning, execution, and subsequent homeowner complaints regarding the March 30, 2026 carpet removal. These document do not exist with regards to the planning and execution of the carpet removal. There was not any correspondence with Kinney on this subject. Personal email correspondence between the Board members will not be disclosed.

  Historical Concrete Repair Ledger: A copy of the Association's maintenance ledger, work orders, or financial sheets detailing any concrete repairs, walkway remediations, structural landing maintenance, or carpet removals funded by the Association for any unit in the community over the past five (5) years.The 1776 COA does not have maintenance logs or work orders. The 1776 COA completed sidewalk repairs on three occasions, March 2022 (16834), October 2023 (16830 & 16842) and April 2024 (16829, 16845 & 16849).A copy of the contractor's quotes are attached for each of the sidewalk repairs. The invoice for the April 2024 work is attached. The invoices for the previous two repairs are not in the file and are not available. The concrete repairs completed on the landing at 16830 were paid for by the home owner directly to the concrete contractor.

SECTION II. RE: UPCOMING OCTOBER FRONTAGE LANDSCAPE DISPUTE

Landscape Committee & Board Minutes: All official minutes, executive session logs, or meeting notes from January 1, 2026, to the present, in which the frontage landscaping, hedges, or periwinkle plants serving the Petitioner's unit were discussed. The March 17 meeting minutes from the Landscape committee are attached. The other requested documents do not exist.

October 2026 Master Vendor Contract: The complete, unredacted bids, scope of work, and finalized contracts provided by the Association’s landscape vendor detailing the upcoming October 2026 clearing project, specifically tracking any instructions to strip vegetation down to bare dirt. These documents do not exist. Changes to this landscape is to be discussed in October 2026.

Approved Plant Palette: A copy of the Association's current, officially adopted Landscape Guidelines and Approved Plant Palette detailing community-permissible flora. These documents do not exist.

Neighboring Frontage Maintenance Records: Historical work orders, landscape trimming logs, and replanting invoices from the past twenty-four (24) months for the frontages of adjacent units (specifically tracking maintenance for Marsha Heppler at 16838 N 103 Ave and Sandy Van Winkle at 16830 N 103 Ave) to establish standard community funding practices. The 1776 COA does not use work orders or have trimming logs, these documents do not exist. The trimming and stumping of shrubs is considered regular maintenance and is not logged. The 1776 COA removed five shrubs from the front of 16830 in February 2026, the invoice is attached. The shrub and plant removals in the front of 16838 and any new shrubs planted were paid for by the owner. All shrubs planted in the common area as part of the desert landscaping in the spring of 2025 were purchased by the home owners and planted by the COA. The invoice for the planting is attached.

SECTION III. RE: ORIGINAL UNIT PURCHASE, MAINTENANCE BOUNDARIES & STRUCTURAL RECORDS (2021)

Condominium Plat Maps & As-Built Plans: A copy of the official architectural plat maps, structural blueprints, and as-built engineering plans on file with the Association for this unit's building, specifically showing the defined boundary lines, structural concrete landing footprints, and standard unit layouts. A copy of the PLAT Map from the 1776 COA CC&R Document is attached. The other documents requested do not exist and are not available.

ADRE Public Report & Maintenance Responsibility Matrix: A copy of the final Arizona Department of Real Estate Public Report and any accompanying community Condominium Declarations (CC&Rs) on file from 2021, specifically including any maintenance allocation schedules or responsibility matrices that explicitly delineate which structural and cosmetic components are covered by the Association versus the individual unit owner. A copy of the 1776 COA CC&R Document is attached. The "Assignment of Responsibilities" Table from the 1776

COA Rules and Regulations is attached. You were given a copy the the CC&Rs and the Bylaws, Rules and Regulations in the spring of 2022.

Original Unit Turnover & Disclosure Documentation: Any unit-specific architectural disclosures, maintenance boundary maps, or transfer inspection reports preserved in the Association's member database regarding this specific property address (16834 N 103 Ave, Sun City, AZ) from the time of its sale in May of 2021.The 1776 COA does not have these requested documents. As per state statue 33-1260, it was the responsibility of the Seller of this unit to provide these documents and information to the purchaser.

EXHIBIT C: Photographic Evidence of Property Damage

- Exhibit C-1: Color photograph of porch landing prior to March 30, 2026, taken March 14, 2022.



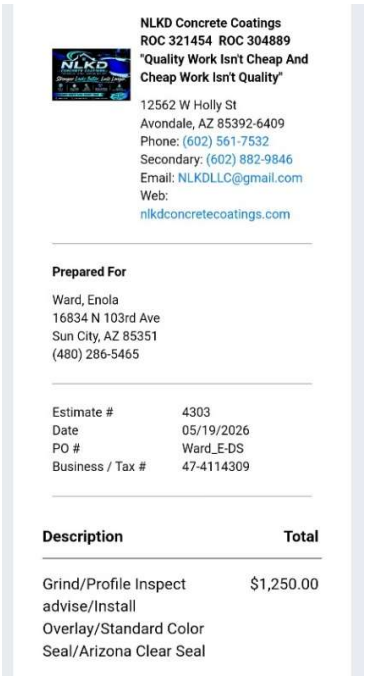
- Exhibit C-2: Color photograph of concrete surface showing adhesive marring and structural scoring post-power washing (April 20, 2026).





EXHIBIT D: Professional Restoration and Repair Cost Assessments

- Exhibit D-1: Written professional repair estimate from NLKD Concrete Coatings detailing the required concrete grinding, chemical adhesive extraction, and structural re-sealing.



NLKD Concrete Coatings
ROC 321454 ROC 304889
"Quality Work Isn't Cheap And Cheap Work Isn't Quality"

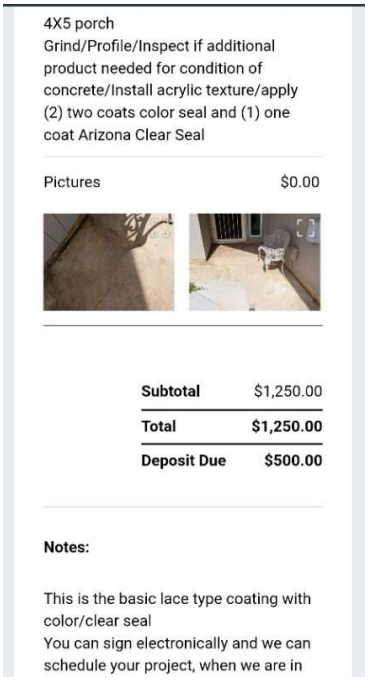
12562 W Holly St
Avondale, AZ 85392-6409
Phone: (602) 561-7532
Secondary: (602) 882-9846
Email: NLKDLLC@gmail.com
Web:
nlkdconcretecoatings.com

Prepared For

Ward, Enola
16834 N 103rd Ave
Sun City, AZ 85351
(480) 286-5465

Estimate #	4303
Date	05/19/2026
PO #	Ward_E-DS
Business / Tax #	47-4114309

Description	Total
Grind/Profile Inspect advise/Install Overlay/Standard Color Seal/Arizona Clear Seal	$1,250.00



4X5 porch
Grind/Profile/Inspect if additional product needed for condition of concrete/Install acrylic texture/apply (2) two coats color seal and (1) one coat Arizona Clear Seal

Pictures $0.00

Subtotal	$1,250.00
Total	**$1,250.00**
Deposit Due	**$500.00**

Notes:

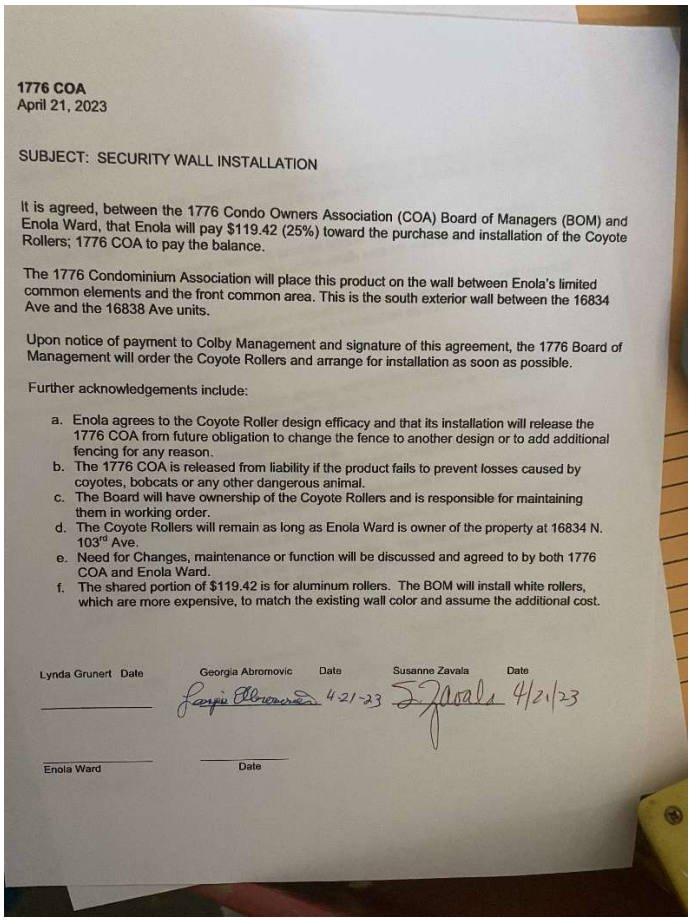
This is the basic lace type coating with color/clear seal
You can sign electronically and we can schedule your project, when we are in

EXHIBIT E: Historical Concrete Repair Ledger (See complete official email transcript under Exhibit B-5)

- Exhibit E-1: As formally admitted by the Board of Directors in Exhibit B-5, the Association routinely operates via standard, professional contractor processes to fund, repair, and maintain community walkways and concrete footprints. Specific repairs were authorized and paid for by the Association at Unit 16834 (March 2022), Units 16830 & 16842 (October 2023), and Units 16829, 16845 & 16849 (April 2024). This structural community data confirms that the Petitioner's property was uniquely singled out for an ad-hoc, unauthorized physical intervention by an individual board member, constituting selective enforcement.

EXHIBIT F: Historic Architectural Agreements and Community Precedents

- Exhibit F-1: Executed Written Security Wall Agreement between 1776 Board of Directors and Enola Ward, dated April 21, 2023, establishing the operational precedent that modifications to limited common elements require mutual, written homeowner agreement.



1776 COA
April 21, 2023

SUBJECT: SECURITY WALL INSTALLATION

It is agreed, between the 1776 Condo Owners Association (COA) Board of Managers (BOM) and Enola Ward, that Enola will pay $119.42 (25%) toward the purchase and installation of the Coyote Rollers; 1776 COA to pay the balance.

The 1776 Condominium Association will place this product on the wall between Enola's limited common elements and the front common area. This is the south exterior wall between the 16834 Ave and the 16838 Ave units.

Upon notice of payment to Colby Management and signature of this agreement, the 1776 Board of Management will order the Coyote Rollers and arrange for installation as soon as possible.

Further acknowledgements include:

a. Enola agrees to the Coyote Roller design efficacy and that its installation will release the 1776 COA from future obligation to change the fence to another design or to add additional fencing for any reason.
b. The 1776 COA is released from liability if the product fails to prevent losses caused by coyotes, bobcats or any other dangerous animal.
c. The Board will have ownership of the Coyote Rollers and is responsible for maintaining them in working order.
d. The Coyote Rollers will remain as long as Enola Ward is owner of the property at 16834 N. 103rd Ave.
e. Need for Changes, maintenance or function will be discussed and agreed to by both 1776 COA and Enola Ward.
f. The shared portion of $119.42 is for aluminum rollers. The BOM will install white rollers, which are more expensive, to match the existing wall color and assume the additional cost.

Lynda Grunert Date _____ Georgia Abromovic Date 4-21-23 Susanne Zavala Date 4/21/23

_____ Enola Ward _____ Date