The 1776 Condominium Association Response Re: Case #26F-H227, Dated July 22, 2026

A completed Response Form is attached. All of the complaint items in the Petition are denied. This Petition should be dismissed based on the dishonesty of the Petitioner's "Porch Attachment" Document included in the submission.

Opening Statement

The Respondent, The 1776 Condominium Association (Tract "I" and lots 383 thru 394, both inclusive, of Sun City Unit 34-A) is a 12-unit condominium with annual budget of $44,856.00. The 1776 Condominium Association is managed by three resident volunteers on the Board of Management.

The Respondent removed the front entry landing carpet with the Petitioner's permission on March 30, 2026, after a brief email conversation. The Petitioner did not complain or notify the Respondent of any concerns about the carpet removal until April 22, 2026. The "dispute issues" of not having permission, of not following proper procedures and not having Board approval prior to removing the carpet were not raised until the Petition was submitted to the ADRE.

This Petition is not directly connected to the two other petitions submitted by the Petitioner to the ADRE (26F-H213 and 26F-H220), but this dispute seems to have started in April of 2026 when the Board sent a letter to the Petitioner after the discovery of cockroaches and rat nests during landscape maintenance in the front of the Petitioner's unit. The letter stated the Board was planning to remove the shrubs in front of the Petitioner's unit in the fall of 2026. The letter also stated the Petitioner would be responsible to purchase replacement plants if she wanted the plants replaced.

Several emails were exchanged between the Board and the Petitioner and this dispute about the front entry landing was first included on April 22, 2026. The removal of the front entry carpet was not an issue until the Petitioner had trouble removing the glue residue left on the concrete on April 20, 2026. The April 22, 2026, email is attached for reference.

As discussed in the response to the two other petitions submitted by the Petitioner to the ADRE (26F-H213 and 26F-H220), the Petitioner and the 1776 COA Board of Management have had a strained relationship for almost five Years. The Petitioner has voted against every motion the board has proposed, starting with new Bylaws, Rules and Regulations in March of 2022. Every motion the Board presented to the residents of the 1776 COA has been passed. The Respondent and the Petitioner did go through an informal mediation process in 2023, with the Sun City Condo Owners Association, over the removal of an unsightly fence extension. The Board acknowledged proper procedures and notification as per the 1776 COA Rules and Regulations

were not followed. The Board paid the cost to replace the fence extension with a better product.

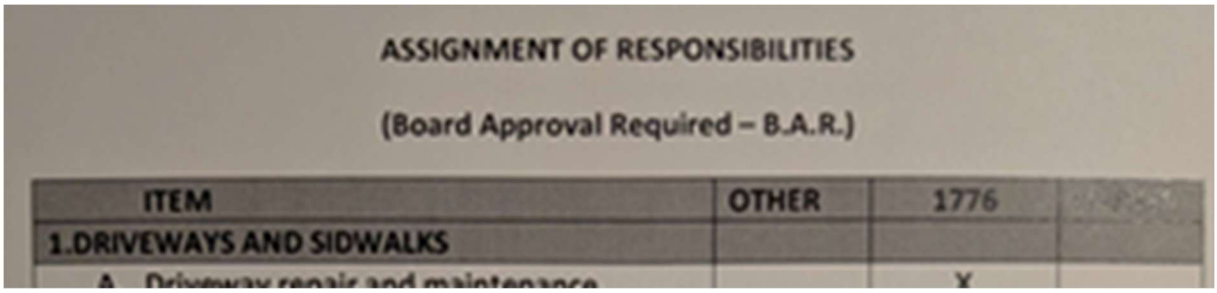
The Apology letter was included in the Petition as Exhibit A-2 in Section G: Exhibits of the Detailed Attachment Packet. The Petitioner included the letter to establish a history of the Respondent not following procedures. The notice provisions for violations of the Bylaws, Rule and Regulations do not apply to the carpet removal because it was not the result of a disagreement between the board and the Petitioner.

The Petitioner will only communicate with the Board Chairman through email.

The "Porch Attachment" document the Petitioner included with the Petition Submission contains dishonest, exaggerated, embellished or false statements. Below we will point out two examples of this.

1. The blatant dishonest presentation in SECTION G: EXHIBITS, Exhibit A-1: 1776 COA Bylaws and Responsibility Matrix, Page 24 (B.A.R. rule) is

    a. The top line of the Assignment of Responsibilities Table has been modified to mislead the ADRE. The "Owner" designation has been removed by the Petitioner from the right-side column in the Table.



ASSIGNMENT OF RESPONSIBILITIES

(Board Approval Required – B.A.R.)

ITEM	OTHER	1776	
1.DRIVEWAYS AND SIDWALKS			
A. Driveway repair and maintenance		X	

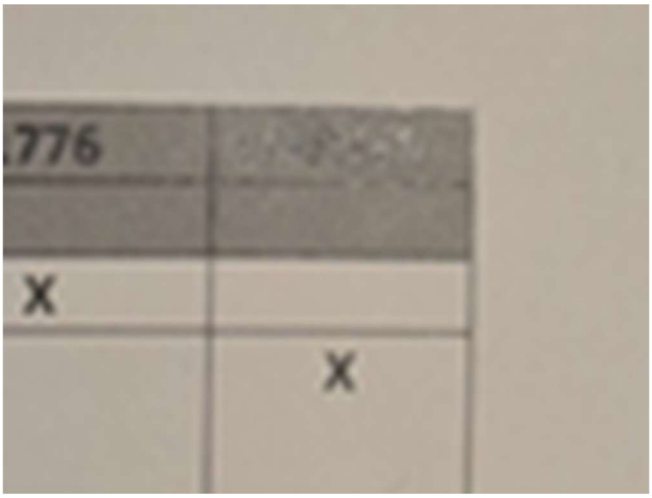
    b. Below is the actual Assignment of Responsibilities Table from page 24 of the 1776 Bylaws, Rules and Regulations. "Owner" responsibilities are shown in the right-side column. The complete Assignment of Responsibilities Table is attached for reference.

ASSIGNMENT OF RESPONSIBILITIES

(Board Approval Required – B.A.R.)

ITEM	OTHER	1776	OWNER
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

c. The below picture appears to show the Petitioner removed the word Owner from the table.



The above modification to the Assignment of Responsibilities Table is a dishonest attempt hide the Petitioner's responsibility to maintain their own front landing as per Item 1.C.

2. The Email conversation has been edited in EXHIBIT B: Digital Correspondence and Written Timeline Records. This is a dishonest attempt to portray the email conversation in a different tone to make it seem like the Petitioner was less involved that day the carpet was removed. Below are the missing parts (a, c, d and g) of the conversation added, the complete email conversation is attached.

a. On Mar 30, 2026, at 12:49 PM, Enola Ward < zbk231@gmail.com> wrote: 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, Enola

b. On Mon, Mar 30, 2026, 2:44 PM Lynda < lyndag@sasktel.net> wrote: 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. Sent from my iPhone

c. On Mar 30, 2026, at 3:04 PM, Enola Ward < zbk231@gmail.com> wrote: Hi Lynda, 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. Enola

d. On Mon, Mar 30, 2026, 3:15 PM Lynda < lyndag@sasktel.net> wrote: 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?

e. *On Mar 30, 2026, at 3:19 PM, Enola Ward < tomorrow. zbk231@gmail.com> wrote: Yes, please go ahead and remove whatever is not glued down. I appreciate you offering to do this.*

f. On Mon, Mar 30, 2026, 3:34 PM Lynda < lyndag@sasktel.net> wrote: 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 Sent from my iPhone

g. From: Enola Ward Date: 03/30/2026 16:35 To: Lynda Sounds great, thank you.

In "c.", the Petitioner acknowledges the removal of the green carpet would be at her cost and asks for an estimate. By asking for a quote the Petitioner is agreeing the carpet was a hazard. In "d.", the Respondent discusses the removal, the glue residue that is the Petitioner main concern and asks for permission to remove the carpet. In "g." the Petitioner seems to be satisfied with the carpet removal and thanks the Respondent.

Specific Complaints are responded to as per below:

The 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.

1. The Respondent remembers this carpet removal differently than the biased story included under Part B. Description of the Dispute in the Petition Attachment.
    a. On March 30, 2026, the Petitioner emailed (12:49 PM) Board Chair Lynda Grunert (the Respondent) to request maintenance on a corroded exterior hose spigot located immediately adjacent to the Petitioner's front entry landing. The Respondent noticed the landing carpet while confirming the size and type of spigot required to complete the repairs. The Respondent did respond (2:44 PM) to the Petitioner's email addressing the issue of the exterior landing carpet, noting it to be a "potential tripping hazard" (EXHIBIT B-1). The complete Email conversation on March 30 is attached for reference.
    b. The Petitioner responded in email (3:04 PM) asking the Respondent for a quote to remove the carpet. By asking for a cost estimate the Petitioner is acknowledging the carpet was a hazard and needed to be removed. The Petitioner omitted this email from the exhibits included in the Petition attachment.
    c. The Respondent replied (3:15 PM) via email "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?". The Petitioner omitted this email from the exhibits included in the Petition attachment.
    d. The Petitioner responded via email (3:19 PM) "Yes, please go ahead and remove whatever is not glued down. I appreciate you offering to do this."
    e. The Respondent then pulled the carpet up without effort, it was evident the carpet was not bonded to the glue or concrete. The carpet was pulled up, cut into pieces, rolled up and placed at the garbage can in 15 minutes. The carpet was pulled up while the Respondent's husband changed the spigot.
    f. The Respondent emailed at 3:34 PM to tell the Petitioner the spigot was repaired and the carpet was removed.

g. The Petitioner emailed at 4:35 PM “Lynda Sounds great, thank you”. The Petitioner omitted this email from the exhibits included in the Petition attachment.

In an effort to improve the relationship with Petitioner, the Respondent removed the carpet while the spigot was promptly repaired. The Petitioner was at home when the carpet was removed and was observed sweeping the front landing shortly after receiving the email at 3:34 PM.

2. *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.*
    a. The Respondent did not violate the consent of the Petitioner because the carpet pulled up without effort.
    b. Board approval (B.A.R.) is not required to pull up the carpet. The Assignment of Responsibilities Table of The 1776 COA Bylaws, Rules and Regulations only requires require Board Approval for Items 7.B and 7.E on page 25. This section of the Table is shown below. The complete Assignment of Responsibilities Table is attached for reference.

F. Solar energy systems			**X**
7. HOUSE EXTERIOR AND EXTERIOR DOORS			
A. Caulking and painting - 8 to 10 years		**X**	
B. Door replacements facing common area (B.A.R.)			**X**
C. Security doors/windows (maintenance and painting)			**X**
D. Replace lit house number fixture			**X**
E. New or replacement of exterior light fixture (B.A.R.)			**X**
F. Maintenance of exterior lights			**X**
G. Window replacement and maintenance – must maintain the existing dimensions. No stained glass or other decorative windows allowed.			**X**

The Respondent did not violate the Petitioners consent and Board approval was not required by the 1776 Condominium Association Bylaws, Rules and Regulations.

3. *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.*
    a. This statement does not make sense to the Respondent. The Petitioner seems to be saying the Respondent was picking on the petitioner because the COA has repaired sidewalks, including her sidewalk, when it was required. As included in the Petition attachment, Exhibit B-5, Section 1. Re: Porch Maintenance, Historical Concrete Repair Ledger, the Respondent states the landing repair at the neighboring unit was paid for by that home owner. We do not understand how this confirms the Petitioner's residence was uniquely singled out.
    b. The Petitioner has not presented evidence of discriminatory selective enforcement, it is only the Petitioner's individual's personal perception
    c. It is a false statement that a direct breach of fiduciary duties has happened.

The Petitioner is falsely claiming the Respondent was picking on her and had malicious intent when she offered to remove the carpet for free. The two documents from the mediation between the petitioner and the 1776 Board in 2023 were included to falsely establish pattern of bias against the Petitioner. One incident 3 years ago is not a pattern. The Respondent clearly understands the need to follow procedure now.

The Petitioner has not provided a complete Chronological Timeline of Events, below is an expanded list.

1. March 30, 2026 – carpet was removed
2. April 20, 2026 – Petitioner tried to remove glue residue with a pressure washer
3. April 22, 2026 – first email from the Petitioner to complain about the glue residue on the front entry landing
4. April 23, 2026 – second email from the Petitioner complaining about the state of the front entry landing.
5. April 23, 2026 – Board Member responds to Petitioner
6. April 23, 2026 – third email from the Petitioner complaining about the state of the front

entry landing.

7. May 25, 2026 – email from Petitioner to tell the 1776 COA that she was still unsatisfied with the front entry landing and her landscaping complaints. The Petitioner stated she was preparing to submit formal petitions to the ADRE.
8. June 4, 2026 to June 19, 2026 - Petitioner sent records request and the 1776 Board responded.
9. June 10, 2026 – Petitioner emailed an offer of settlement
10. June 16, 2026 – 1776 COA rejected to settlement offer.
11. June 16, 2026 to June 18, 2026 – Respondent responded to records requests
12. July 13, 2026 – Case 26F-H213 was received from the ADRE by Respondent (landscaping)
13. July 15, 2026 – Case 26F-H220 was received from the ADRE by Respondent (landscaping)
14. July 21, 2026 – Case 26F-H227 was received from the ADRE by Respondent (landing)

The "D. Key Evidence and Legal Arguments" section of the Attachment Document is basically a repeat of "B. Description of the Dispute".

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*.
    a. Board approval was not required for the removal of the carpet.
    b. The Respondent had permission to remove the carpet from the Petitioner.
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.*
    a. The fact that the 1776 COA receives quotes, has work completed and then pays invoices is not evidence of selective enforcement and administrative Bias. The Petitioner is making a false statement to justify the submitted Petition.
    b. The Petitioner has not claimed or provided evidence the carpet on the front entry landing was a previous or outstanding issue for the Respondent. A spur of the moment offer to help a neighbor has become an accusation of harassment.

Attachments:

- Email April 22, 2026 Webmail 7.0 - Fwd_ Second Notice - Restoration of Property & Landscaping - 16834 N 103 Ave.eml
- Assignment of Responsibilities, pages 24 to 26 of Bylaws, Rules and Regulations
- Email from March 30, 2026 Webmail 7.0 - Re_ Hose spigot.eml