

MICHELE BEAUCHAMP

April 19, 2023

Mulcahy Law Firm
C/O The Village at Rio Paseo
3001 E Camelback Rd., Suite 130
Phoenix, AZ 85016

Dear Beth Mulcahy and Shawn Nemmers,

I am writing to you after receiving advice from an Attorney two years ago and currently because I have documentation showing board members are taking part in and hiding criminal activity. As I am sure you know, the Association is governed by the Declaration of Condominium and Declaration of Covenant, Conditions, Restrictions and Easements (CC&RS) for The Villages at Rio Paseo, Condominiums recorded with the Maricopa County Recorder, Document No. 2005-132533. Additionally, the Association is required to act consistent with the Condominium Act, as well as all common law. I am informing you that the Association is not being appropriately governed. In particular, the Association is not abiding by the open meeting laws, ARS 33-1248. The Association is breaching its fiduciary obligations, to its members and me, (Michele Beauchamp) is unlawfully being excluded from participating in the Board's decision-making process when I was on the board from October 2020 - November 2022. In particular board members issuing unjustified violations with no proof of the members first and last name of the person or persons who observed the violations and/or the provision of the condominium documents that has allegedly been violated on December 13-14, 2020, January 13, 2021, October 11, 2022 and March 13, 2023. I have documentation showing management and board members including board candidates; and their spouses interfered and tampered with the 2023, 2022 and 2021 board election. Documentation showing management and board members taking part in and covering up embezzlement when I questioned the contractor's license and invoices for the Pool & Spa resurfacing during October 2020. I will show documentation outlining some of the pertinent issues below.

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DISCREPANCIES IN THE FINANCIALS AND LEGAL ADVICE

Enclosed is documentation showing financial discrepancies were ignored by board members during November 2020 and September 2022 by the President's and board members by choosing to ignore financial evidence which showed embezzlement starting with the Pool & Spa Resurfacing, October 2020. Monique did not follow or forwarded General counsel advice pertaining to my meeting with Haidy on August 2, 2022, reducing the board and not informing me about executive and emergency meetings, where there are no recorded meeting minutes entered into the Association's records required by ARS 33-1248 while deliberately misinforming the Association's General counsel contact, Jenn about board decisions. Exhibits E1-E2.

UNJUSTIFIED VIOLATIONS ON A BOARD MEMBER

The documents and contracts that I was requested was going to show criminal activity by the former property manager. General counsel denied my document request and was issued a Board Code of Conduct violation without; 1. proof to the false allegations, 2. the ability to appeal the violation because the board was bias, my accusers where not the members, the first and last name of the person or persons who observe the violation wasn't disclosed in the emailed warning or on the violation, 3. verbal warning at the time of the violation. 4. the rules and protocol for the board meetings wasn't disclosed to members and board members before the start, 5. board members questioning me, 6. the board allowing time on the agenda for the members to speak before the board voted.

The Executive meeting request was ignored to have a reasonable discussion to disclose how the Board Code of Conduct Rules were established, not disclosed to members before a board meeting and would be inconsistent to our governing documents and was an amendment to the CC&RS, Section 6.3 and the wording in Section 15.4 was changed. A copy of the Board Code of Conduct Rules weren't sent to all members as indicated in these "Rules". Members weren't notified about these "Rules" or meetings protocols before the General meetings started as in 24+ recordings. These recorded meetings will prove that other board members never received violations for their rude conduct towards me, misinforming the members, missing a board vote, not paying attention, other board members technical difficulties were overlooked, looking for a document on their computer or iPhone, explaining to a member how a board meeting is conducted, not waiting to be call on to speak and interrupting a speaker or board member due to them misinforming the members. These recordings will prove that these board members conduct above would be in violation based on the violations I was accused of but, they didn't receive a violation for their conduct. General Meetings recordings from January 2021-October 2022. Exhibits A1-A5. Audio recordings on request.

I am requesting the violations, \$100 fine and all late fees be removed because the Association doesn't have any documentation to the false allegations on the violations. The violation did not disclose the first and last name of the person or persons who observed the violation and the fine was placed on my account two days after I received the

violation. A \$15 a month late fee was placed on my account after I requested an Executive meeting in an email to Chessa and Monique, a request that was ignored. Exhibit A4, A2. Instead I was accused of another false allegation less than a month away from the 2023 board election by a board member during a General meeting, accusing me of using Association's funds. Audio recording documenting another board member verbally attacking me by saying, "I was the sad excuse of a board member" during a general meeting but they didn't receive a violation for their rude conduct or misinforming the attending members. The property manager's didn't mute these board members but allowed them to continue with their false allegations and belittlement while the property managers muted me so that I couldn't respond. Exhibits B1-B5. Audio recordings on request.

ELECTION TAMPERING AND INTERFERENCE

I am contesting the 2023 board election. There is documentation showing management and board members including board candidates and spouses interfered and tampered with the 2023, 2022 and 2021 board election. Chessa and Monique withheld an email with general counsel advice from me. General counsel was misinformed about the construction defects attorney advice, no advice was given to the board, nor did the board vote to "Table". General meetings recordings will prove that APS bills were disclosed to AAM's property manager, two Units electrical bill was indicated as "Street Lights" in the Budget Comparison Statement and on the paid invoice statement. This information was disclose under ARS 33-1248(A,1) "concerned pending or contemplated litigation, the board may disclose information about that matter in an open meeting". Monique made the sole decision for the board to "Table" financial discrepancies disclosed on August 2, 2022 with Haidy at Mulcahy Law Firm. There are no recorded executive meeting minutes with this vote. Chessa would have no knowledge about board meetings prior to September 2022. How would she know about what was said in meetings when Associa wasn't our property management company. ARS 33-1248(A,1). Exhibits E1-E2. For more details go to, 8. Election Tampering and Interference With the 2023 Election, below. Audio recordings on request.

ASSOCIA WINDOW LEDGE VIOLATION

I was given a violation for a three year old submitted ARCH application and second appeal that wasn't followed up in writing by prior management and was lost. A violation was sent to me because a member said, I was in violation of "Safety and Damage" rules for potted plants sitting on my window ledge after the potted plants have been sitting for 3 years. When I asked Chessa in a email for the members name, she said, "it was an Associa employee that submitted the violation" not a member as indicated on the violation notice in March 2023. I was lied to on the violation. This violation was issued to me after Associa already did numerous property walks for Unit violations starting in September 2022, where I didn't receive any violations for potted plants on my window ledge, or security cameras. When prior management never followed up on the ARCH application for a Reasonable Accommodation for the security cameras where I was

singled out. For more details go to, Window Ledge Violation details, Balcony Versus Window Ledge, Safety and Damage violation; My appeal below.

LIGHT BULBS REIMBURSED EXPENSES

I am deliberately not being reimbursed for board approved expenses to purchase light bulbs for the community. I sent Associa and Mulcahy Law proof that I haven't been reimbursed for community light bulbs, and I can no longer return the remaining lightbulbs. Chessa, Sam (AAM) and Monique deliberately withheld my expense reimbursement. In an email from Monique asked me to purchase the light bulbs and for me to have them installed by the end of the month. A disabled person to install over 200 lightbulbs during the summer within less than a month. Prior property management sent me two checks which were not for light bulb expenses. I emailed Sam, Chessa and Monique to inform them about the mistake, but I was deliberately ignored when I requested reimbursement. I sent all receipts and incorrect checks along with the paid invoice report inventory and photos, showing I still have the light bulbs. This board made a commitment to reimburse me for the community lightbulb expenses and \$197.73 is still due for the remaining lightbulbs, which I and another member could not installed due to the summer heat, and because I had physical limitations, disabled. When I receive the check they can have the remaining lightbulbs when the check clears. I contacted your offices, Jenn email October 14, 2022 at 9:52 AM about not being reimbursed for the lightbulbs and the false allegations that board members were saying about me during a general meeting. Exhibits O1-O5.

FULL DISCLOSURE IN WRITING REGARDING THE PDA

Chessa and the Monique are not informing the members about the Association's PAD litigation in writing, ARS 33-2002 A(1,2,3,4). "The board of directors has provided full disclosure in writing to all members of the association of all material information relating to the filing of the action..." etc.

ASSOCIATION MONTHLY FINANCIALS NOT INCLUDED WITH AGENDA

Chessa isn't placing Associa's, Association's monthly financials on TownSq for members to view. And the January 2023 agenda and meeting minutes are missing. Nor are the monthly financials sent with the board meetings notice and agenda along with information that the board would be discussing, "notices and agendas be provided for those meetings that contain the information that is reasonably necessary to inform the unit owners of the matters to be discussed or decided and to ensure that unit owners have the ability to speak after discussion of agenda items", ARS 33-1248(F). Members haven't been receiving notices and agendas as described under ARS 33-1248(F) and wasn't notified or sent information in the required time for April's 2023 general meeting, "Not fewer than ten nor more than fifty days in advance of any meeting of the unit owners," Members received April's meetings agenda 1 day before the meetings date via email April 10, 2023, but on the notice it was indicated, "published on April 7, 2023". The notice and agenda didn't

disclose the monthly financial or contain the information that is reasonably necessary to be discussed. ARS 33-1248(B). Exhibit D.

SINGLE OUT FOR A REASONABLE ACCOMMODATION REQUEST

It has been almost a year when I was forced to fill out an ARCH application when other members were not being forced to fill out an ARCH applications for their exterior changes, (See, Time stamped photos showing Unit 1088 and 1118 didn't have to fill out a ARCH application between June 15, 2021 up to May 2022, See, Architectural Control Comprehensive Report for first violation by Associa and where my Unit 2123 isn't listed with a violation), Exhibits K6-1. My ARCH application for security cameras was sent on June 18, 2021 with proof of disability. But in a email dated August 20, 2021, by the property manager if I didn't I would be fined because she said, "I have to treat all homeowners, even board members, the same". Exhibits K6-1. I already submitted the ARCH application and proof of disability, I was being single out. Former General counsel said in a letter that I was in violation and had to have my physician fill out a questionnaire where one of the questions was wanting to know how physical disabled I am, which is against federal law under the fair housing act guidelines, if my disability is known and I showed proof of disability with my Social Security disability benefits letter, the Association cannot ask for any other proof of disability. Exhibits K6-1. (See guidelines, REASONABLE ACCOMMODATIONS UNDER THE FAIR HOUSING ACT, #16, #17, #18).

The board was aware of my disability on November 30, 2020 when they saw me walking with a cane and in a general meeting were I informed all attending that I have disability license plates. I still haven't received any notification about my submitted ARCH application until I was sent a violation from the former property management company that my security cameras were in violation, when they had all of the requested documents and didn't follow up within the 45-days, Exhibit K6, August 20, 2021 at 12:11 PM. I told former property manager that I submit my ARCH Application again and inform former management that they didn't do their job again just like the second appeal request for the 4 potted plants on my window ledge. Former property management responded back in a email, informing me that they lost my submitted ARCH application for a Reasonable Accommodation for security cameras and I informed them that I was never given written notice about my second appeal for the four potted plants on my window ledge, I found out later about the Appeal Process stating, "The Owner appealing the violation will be given written notice that the appeal has been received and it will be reviewed by the Board". I never received a notice or email when I sent my second appeal via email to the property manager because she asked me if I wanted to appeal the decision again and I replied "Yes". I assumed this was the appeal process because I was never given any details on how to appeal a violation or denial. On the letter sent it said to contact by calling a phone number if you had questions. See, Fine policy and Appeal process document, ARS 33-1242C,(1,3,4). Documented time stamped photos. Exhibits K6. Other documentation available on request.

EXECUTIVE MEETING REQUEST

Board members and property managers are bias towards me and I am forced to ask the two of you for a Executive meeting were both of you will attend to resolve all of these unjustified violations and treatment of a board member, me. Chessa and Monique has ignored my email requests for a Executive meeting and document request for all contractor estimates, contractors assessments/reports and information that the board received and/or referenced during general meetings for the period of September 2022 through present day. I am getting the runaround in emails with this document request with Chessa pertaining to the Association's roof (R&R) estimates and reports. Along with the current documentation request for my window ledge violation and appeal. Exhibit B1, K6, March 22, 2020.

PROBABLE CAUSE DOCUMENTS AND APS BILLS

I am requesting all of the documents that I gave to Haidy on August 2, 2022 at Mulcahy Law Firm be returned to me. A member close to Monique said that the board decided, not to inform the members or to pursue litigation with Maracay or prior property managements gross negligence to recover mismanaged funds, embezzlement up to \$480,000+, when I was on the board. Monique told this member that the board felt the legal fees would add up to being more than what the suit would be asking for. **The board never received advice from a forensic accountant nor did the board voted on this issue, there are no record meeting minutes.** Monique made this decision by herself or there was a undocumented executive meeting that I wasn't informed about. I have proof that Monique would select which board members to be informed about off the record executive meetings with a quorum. Exhibits E1-E2.

CONCLUSION

As you can see, there are serious documented concerns regarding the Associations financials and the actions of property managers and board members. Particularly concerning is that the aforementioned conduct and other conduct is occurring without notice to members and me, when I was a board member. These parties made up a false narrative about my conduct because I found financial criminal evidence starting with the Pool & Spa resurfacing during October 2020, and other evidence from 2017 to present. These parties tried to stifle my voice when I would speak at board meetings or in emails and would be immediately accused of violating the Board Code of Conduct. When my actions were not a violation of the Board Code of Conduct or the CC&RS. My actions were necessary attempts to inform board members and the membership about the issue and to fulfill my fiduciary obligations. What do criminals do to whistleblowers, ruin their credibility with false allegations.

In the enclosed documentation and below you will find what has been occurring under Associa management, former management along with past and current board members. Many members have complained to Associa about Chessa, Monique and board members lack of knowledge; the governing documents, not sending required documentation to

members before a general meeting, not enforcing the CC&RS, their behavior during board meetings and their lack of fiduciary responsibility. The members will be starting a petition for a "Special Meeting" to vote to remove all board members based on what I found out about the Pool & Spa resurfacing and Monique's personal connection with the roofing contractor along with her lack of fiduciary responsibility, by not allowing a estimate received by a board member to be reviewed by the board that was \$50,000 less than the awarded contractor.

It's either we get these issues resolved now in a meeting with the two of you or the Association's failure to abide by the law and not being fiscally responsible will result in me handing over financial criminal evidence to the US Attorney's Office in Phoenix and the United States Department of Justice, Criminal Division.

ADDITIONAL REQUEST FOR RECORDS

Pursuant to ARS 33-1258, please provide but not limited to all board meeting minutes, agendas, monthly financials, contractor estimates, contractors assessments/reports and information that the board received and/or referenced during general meetings for the period of September 2022 through present day. The all Association's board meetings minutes for the period of April 2020 through October 2020. I am contenting the 2023 election and requesting copies for each documented vote for the elections 2023, 2022 and 2021.

Sincerely,

Michele Beauchamp

The Villages at Rio Paseo

cc: Shawn Nemmers, Vice President of Operations, Accocia

Please excuse any typos or grammar due to dictating or typing on electronic devices.

The enclosed documentation and below will provided prove that I have been subject to unjustified treatment, name calling, slander, belittlement during general meetings, threatened with a ultimatum to comply to a “Word Game” or I would receive a violation and an injunction if I did stop. I was threatened after I informed the property manager, board members and former general counsel about discrepancies in the financials and when I proceeded to request documents. Exhibit C2. When I received documents through Maricopa county and the Association “Paid Invoice Report” on the management’s BoardVue system is when I found criminal activity pertaining to the Pool & Spa resurfacing, Exhibits D-D10. I then found other evidence that these parties along with the builder participated in covering up embezzlement, insurance fraud, and money laundering resulting in over \$480,000 from the Association’s bank account.

Documentation providing these parties are not abiding by the ARS or the CC&RS and are creating rules which can’t be legally enforced with violations and fines, ARS 33-1242. A person’s body movements or opinions are interpreted by the board as a violation, when the “Rules” may restrict and govern the use of the Common Elements under Section 6.3 in the CC&RS.

Some of the other financial findings not enclosed are, two sets of check registers with the same timestamp but with different entries, 73 invoices with the same date of service for fire monitoring when we only have 49 buildings to monitor, monthly inflated deposits in our general ledger that didn’t match up to our bank statements, deposits on the bank statement that aren’t entered into the general ledger, case in point deposits from \$200 up to \$33,000 which weren’t assessments and subsidies indicated as paid in the financials but wasn’t found on the bank statements. Documentation available on request.

Listed below are some of the violations where property managers and board members were not abiding and are currently taking place along with documentation.

1. THE BOARD CODE OF CONDUCT RULES ARE INCONSISTENT

- A. This isn’t your standard Board Code of Conduct as outlined in Mulcahy’s cheat sheet, they are RULES. This document will punish board members or a member if they do not follow the personal conduct rules in which the board sees fit and where I was subject to a violation. The board doesn’t disclose these rules before a board meeting nor has the rules been sent to the members as indicated in the document page 5, BE IT ALSO RESOLVED. The Board Code of Conduct Rules are inconsistent with the provisions of the Declaration in Section 6.3, ARS 33-1213. Exhibits A1-A5
- B. The UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS, document wasn’t signed by all board members and the wording in Section 15.4 was changed. Section 15.4 gives the board the power to **AMEND** (the word “**AMEND**” was added to Section 15.4) and would change Section 6.3 on how and where enforcement of the CC&RS “Rules” can take place by adding “business of

the meeting”. This “Action” would be inconsistent with the provisions of the Declaration in Section 6.3, ARS 33-1213, as documented below and in Exhibits A1-A5.

WHEREAS, pursuant to Section 15.4 of the CC&Rs, the Board of Directors, by majority vote, has the power to adopt, AMEND and repeal rules and regulations governing (among other things) personal conduct of the Members, including Board Members, and has the authority to establish reasonable rules for expediting the business of the meeting.

“The Rules may restrict and govern the use of the Common Elements.”

CC&RS, SECTION 15.4 RULES AND REGULATIONS

In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association (through its Board and any committees) shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration or any applicable Design Guidelines. Exhibits A1-A5

“Nowhere in 15.4 does it state AMEND.” The Board and any committees cannot Amend 15.4 to include the word “Amend” and to add “business of a meeting” without the vote of the Association. Nor can they Amend 6.3 on how or where the “Rules” are restrict and govern.

QUESTIONS?

1. How does the Association restrict and govern the use of a “business of a meeting” when it isn’t part of the Common Element?
2. How do you issue finer when the Association has to prove damages occurred on Common Element property when it is a members conduct being fined? Exhibit A5, Cheat Sheet ARS 33-1242.
3. How do you define, “professional and businesslike manner” in the Board Code of Conduct Rules? There isn’t any definition in the document for members.
4. Section 6.3 “Rules” would change where the “Rules” can be enforced with violations and fines to members when the member isn’t on Common Element but at a “business of the meeting” By including “business of the meetings” would be inconsistent with the provisions of the Declaration or any applicable Design Guidelines, when the “Rules” may restrict and govern the use of the Common Elements by any Member or Resident.

CC&RS, SECTION 6.3 THE RULES AND DESIGN GUIDELINES.

By a majority vote of the Board, the Association shall have the right but not the obligation, from time to time and subject to the provisions of this Declaration, to adopt, amend and repeal rules and regulations (the "Rules"). The Rules may restrict and govern the use of the Common Elements by any Member or Resident, by the family of such Member or Resident,

ARS 33-1202 – DEFINITIONS

4. "Association" or "unit owners' association" means the unit owners' association organized under section ARS 33-1241.

20. "Rules" means the provisions, if any, adopted pursuant to the declaration or bylaws governing maintenance and use of the units and common elements.

“Under 20. “Rules” can be adopted for the use of the unit and common element. A “business of a meeting” doesn’t fall under this definition.”

ARS 33-1242 – POWERS OF UNIT OWNERS' ASSOCIATION; NOTICE TO UNIT OWNER OF VIOLATION

A. Subject to the provisions of the declaration, the association may:

1. Adopt and amend bylaws and rules.

2. BYLAWS VIOLATION AND BREACH OF CONTRACT

A. Chessa and President Monique violated the Association’s Bylaws and Associa contract by deliberately misinforming and lying to me in emails about the 2023 budget. Under Associa’s contract, “Agent shall submit to the Board’s Treasurer a baseline budget for the ensuing fiscal year” I was deliberately misled and did not take part in establishing the 2023 budget. Chessa and Monique did the budget were the budget had substantial deviations from the original budget. They drastically reassigned annual expenditures to be funded with Reserve funds, Landscape and cut \$41,000-\$43,000 from the 2022 budget which I projected was going to go over budget and it did by \$14,000+. In Chessa’s budget she made a mistake and didn’t add the 2 new contract increases. See highlighted budget, exhibit N5. The assessment amount needed for 2023 would be \$623,478 which would be a monthly assessment of \$360.81. I didn’t vote for this budget but the board went along with Chessa and Monique budget which violated Associa’s contract and Bylaws. Board members not even knowing what is in our contract or past budgets. Bylaws Section 4.8.4 and Associa contract. Exhibit N1-N10.

3. RECENT OPEN MEETING VIOLATION BY CHESSA AND MONIQUE

B. April 11, 2023, Association’s General Meeting, Chessa sent the notice announcement via email on April 10, 2023. The email link announcement to TownSq says it was posted on April 7, 2023. The members only received 24 hour

notice for the board meeting and only the Agenda was available to download and the monthly financials weren't included again, "Balance Sheet Report". ARS 33-1248(F), Bylaws Section 2.3, CC&RS Section 8.7.

Before this meeting Chessa informed a member that the Pool had to be resurfaced at a cost of \$30,000 due to stains on the plaster. And this issue wasn't listed on the April 2023 Agenda. You will find in the attach documents criminal evidence that the previous management company double billed the Association for resurfacing the pool and spa, and the pool and spa didn't even needed to be resurfaced based on Maricopa county inspection July 2, 2020. And the timeline for the application to remodel was submitted to Maricopa County on June 25, 2020 before the July 2, 2020 pool inspection.

At the April 2023 board meeting Chessa was saying the work that was done between October 2020-February 2021 needs to be resurfaced again. Chessa didn't look into the history for the resurfacing and didn't know that there is a 7-year material and workmanship warranty. But the contractor that was hired wasn't licensed to do the work nor could they subcontract the work out.

I discovered the truth when I contacted the Registers of Contractors (ROC). The contractor that was hired wasn't licensed to do the resurfacing nor was the contractor able to subcontract the work out. All paid invoices are from Arizona Pool Wizard which holds a CR6 license. The estimate listed a second licensed number with a KA5 license with no name of the company. ROC said, "A CR6 license is not able to sub out work to a KA5", the Association would have to hire the KA5 licensed contractor. All invoices were from Arizona Pool Wizard. Exhibits D3-A, D3-B. Maricopa county application to remodel listed the KA5 license number and business name which could have been hijacked. The property manager filled out and sign the application when the contractor should have done but there was a scribble of a signature for the owner for the KA5 license.

What was found next was the invoicing didn't comply with ARS 32-1102. And in a email from the Vice President, Tracy at the time, she knew that the work was being subcontracted out through Arizona Pool Wizard. I was alerting the board members what I knew but was ignored. Tracy pushed aside my findings and failed to do her fiduciary "Duty of Care and Loyalty" along with the other board members since they were complicit with what was being said in the email, Exhibit D3-A. The Pool & Spa resurfacing was double Invoice at double the price from what the Revere Study said was the cost in 2020, a cost which was given by the previous property manager.

If the Pool & Spa needs to be resurfaced, does the Association want a unlicensed contractor to do warranty work? The only action would be to file a complaint with ROC as they advised. But will Chessa and Monique file a complaint with ROC or

hire Monique's contractor friend to do the resurfacing for \$30,000 when the actual cost from the Reserve Study is \$13,579? Exhibits D, D1-D4, D8, D10.

- C. December 2022 board meeting, a member heard that Monique could have a personal business connection with the roof contractor and when I tried to request all of the roof estimates from Chessa I was given the runaround. When Chessa and Monique sent out the notice/announcement for the board meeting the Agenda listed "Original Phase Roof Replacements" they didn't list on the agenda that the board would be reviewing estimates and voting on a \$230,000+ estimate for (R&R) roof replacement when there was a short fall in the Reserves for the roof replacement (R&R) and needed a "Special Assessment" vote to cover the short fall in allocated reserved funds for the 2007 roofs. Exhibit P6. I was told by members that the board didn't provide any proof that all 10 roofs were inspected for defects or leaks. Exhibit P7.

When the Agenda's are announced the monthly financial "Balance Sheet Report" or any documentation that the board is going to discuss or reference wasn't sent with the Agenda or available on TownSq to download before the board meetings, ARS 33-1248 F (meetings of the unit owners' association or meetings of the board of directors of the association, be conducted openly and that notices and agendas be provided for those meetings that contain the information that is reasonably necessary to inform the unit owners of the matters to be discussed or decided and to ensure that unit owners have the ability to speak after discussion of agenda items, but before a vote of the board of directors or members is taken.)

At the December 2022 meeting Chessa and Monique didn't present any inspection reports showing all ten, 2007 buildings roofs were leaking and needed to be replaced immediately before the Revere Study life expectancy date of 2032 and 2037. How could all 10 roofs be in need of replacing all at the same time. I heard from members, that attended this meeting said "only 1 estimate was presented and it was for \$280,000" not 5 as indicated in the meeting minutes which the cost was incorrect, \$230,000 was indicated. And there was only four contractors listed in the meeting minutes. I also heard from a member that spoke to this board member that he received an estimate which was \$50,000 less but Monique said, "what difference does it make, it's only \$50,000 less" to this board member. Then Monique refused to include this estimate for board review. Nor has the board assigned a committee to receive estimates. Exhibit P6-P7.

When I did the math for a \$280,000 estimate the (R&R) replacement estimate would be \$80,000-\$100,000 over the fair market pricing for a R&R replacement for the square footage listed on the Reserve Study. The reserve fund for this expenditure would be short. The board failed inform the members about how the association was going to pay for the short fall before the work started on the roofs. Exhibits P5-P7. I estimated from the 2021 Revere Study, doing the roof

before the the life expectancy would create a short fall of \$101,500. And there were no signs or proof that all 10 roofs where in need of replacement all at once. There is a way to see if the roofs had water damage by inspecting the attics in the buildings. The plywood would show water damage or new plywood sheets were replaced.

At the meeting the members were told only Monique's roof was showing signs of leaking **again** which the repair work had a two year warranty from the previous year, Exhibit P5. The board didn't even call the previous roofing company, 5 Guys Roofing to inspect the roof. Nor were blue tarps placed on Monique's roof when it started leaking again for November to January 2023, especially since this winter was very wet and stormy between October and January 2023. I have photos of her roof when she said her roof started leaking. Blue tarps weren't place on any of the buildings roofs between October and January 2023. Storm after storm came through for three months and no blue tarps. Exhibit P5-A.

Monique told members when she started her units remodel is when her ceiling fan in the upstairs room started to pour out water, causing the ceiling to fall. She saw no prior evidence that the ceiling/roof was holding water or leaking onto the interior ceiling, No water marks on the drywall. And there wasn't any estimates for this repair reviewed or approved by the board since it would be the responsibility of the Association for her interior damage cause by the roof leaking.

No ARCH application was submitted for Monique's remodel. Monique took out two first floor interior half walls on the stairs and the half wall on the second floor by the stairs and hall without submitting an architectural application for interior changes, CC&RS Section 5.1.2, Exhibit V2. Nor has the board follow ARS 33-1248 meetings requirements for the Design Review Committee meetings to be open to members when reviewing ARCH applications nor has there ever been a committee meeting, "any regularly scheduled committee meetings, are open to all members of the association", ARS 33-1248(A), CC&RS Section 5.1.2, 12.2, 12.3(b). Exhibit V1-V2.

Monique also informed the members at the December 2022 meeting that there was mold in her unit and the adjacent attached unit, yet the board didn't present or review any mold abatement estimates during this General meeting or a emergency. But they had roof estimates and awarded the contractor that has a direct personal connection with Monique's business, the Arizona Adventure Group. Nor did Monique disclose this information to the members or the board members at the meeting. On the meeting minutes there were five estimates received but only four contractors were listed. Two of the four contractors held specialized licenses for roofing, CR-42, which could include a longer warranty for labor and materials but that was overlooked so that the contract could go to Monique's friend that has a construction business that would have to subcontract

the roofing work out and what would be the warranty? I requested these estimates and all documents from this meeting but Chessa is giving me the runaround, Exhibit K6-doc request. Exhibit D, V1.

- D. I now hear from members that Monique is going to do a “Special Assessment” to recoup the short falls in the Reserves for the roofs (R&R) after the work has already been done. A Special Assessment cannot be placed on members without a specific capital improvement being dedicated for that Special Assessment before the work is started to get a vote by the members. One of you needs to inform these board members and Chessa about the CC&RS, Section 8.5, 8.4(e). And to assess a Special Assessment there has to be a vote of 2/3 of the membership to approve, 96 votes out of 144. Only 20% of the Association’s current assessment can be added to the annual assessments.
- E. And there are other meetings where Chessa and Monique didn’t add to the record or disclosed to the members when there was a board quorum. ARS 33-1248 E(4), F, CC&RS Section 15.10 Notices, Bylaws Section 2.3 Notice of Meetings. Attached emails, documents, photos and other documents per request for proof of meetings, not been disclosed or announced to the members.

4. VIOLATING THE CC&RS AND THE RULES AND DESIGN GUIDELINES

- A. I heard from members that during the same time that the roofs were being replaced Monique started remodeling her unit by the same contractor doing the roofs. I heard from a member that speaks to a board member that he received an roof (R&R) estimate which was \$50,000 less than the awarded contractor because Monique said, “what difference does it make, it’s only \$50,000 less”. She deliberately withheld this estimate to be reviewed by the board and the board member allow Monique to do this because he vowed to follow the President Monique in his candidate application bio. Both board members just violated their “Duty of Care and Loyalty”, ARS 10-3830(A). I also heard that Monique has 6 animals (cats & dogs) when the Association’s limit is 3. Rules and Design Guidelines, INTERIOR CHANGES, ANIMAL REGULATIONS, CC&RS Section 5.10 Animals. Exhibit L2, V1, V2, P5-P7, P5-A.
- B. Monique isn’t enforcing a board approved “Short Term Rental Policy and Fines”. A policy which Mulcahy Law Firm wrote over 6 months ago. And Monique had Beth attend the executive meeting without getting a vote from the board. Monique has told me and other members that she wants to use her Unit as a short term rental as soon as her remodeling is completed and when they find another house to buy. Documentation and members name on request.
- C. A member told me that Board member Jill Bould ARCH application was reviewed and approved again. Jill Bould’s ARCH application and appeal that was denied by the previous board has been overturned by the current board, CC&RS Section

12.2. I was also told by this member that lives on the same courtyard that the surrounding neighbors are outrage that board members can get away with violating the CC&RS. They want the junk removed. Exhibits L1-L2. What other violations are they committed?

5. MULTIPLE OPEN MEETING VIOLATION

- A. Chessa and Monique violated ARS 33-1248 E,3. CC&RS Section 8.5, 8.7. Not disclosing emergency meeting to a board member, me. I was never informed about any emergency meetings taking place to approve three estimates totaling \$10,549.12. Nor did the board vote by email. Emergency meetings minutes were never read at the next general meeting, October 2022. The estimates took over a week to receive from 3 different companies. One of the approved estimate is dated September 13, 2022 for a \$4,250 pool gate which wasn't budgeted in the annual or reserve budgets. A estimate that was requested by the Design Committee two months prior. So when was the emergency? Before or after the estimates were received? The President also didn't call for a meeting to discuss with the members about a "Special Assessments for Capital Improvements and Extraordinary Expenses", because there was only "metal fencing" allocated in the Reserve, no funds were allocated for a new pool gate.

Instead Monique lied to the members on Facebook after the new pool gate was installed about why the pool gate had to be replaced. Maricopa County inspection on December 13, 2022 disclosed that the original Pool gate didn't have a safety issue as Monique said on Facebook or in the Ratified Emergency Repairs, "the current gate was not latching properly, and is considered a life safety issue". The original gate and latch passed Maricopa County's inspections last year and since it was originally installed in 2007 was only in violation for (Fencing must be constructed to provide at least one 45 inch gap between external footholds. North pool gate horizontal bar is creating foothold. Correct Prior to next routine inspection.), "Not a latch issue" on December 13, 2022, two months after the so call emergency meeting were the pool gate posed a "life safety issue". The violation indicates "Fencing" guidelines not a gate which has different guidelines, enclosed. Maricopa county chapter 6, Section 7, REGULATION 2. Fencing, (a,4) and (8,b). Also the repairs needed to be done by the next routine inspection, a year from December 13, 2022.

The current Maricopa county violation wasn't known because the pool gate passed previous pool gate inspections because the inspector followed the "Gate" guidelines not "Fencing". I asked the vendor when doing the estimate to make sure that the new pool gate meets Maricopa County semipublic pool gate code requirements, have a positive self-latching mechanism device and to install the smaller self closing hinges as shown in the photos and list that was given to all fabricators for estimating. The large hinge that was on the original gate wasn't to

be used on the new gate but it was on the new gate. On the estimate from the fabricator, it indicated the smaller hinges. The main reason why the new gate design was done, so that the little fingers couldn't get smashed in the hinge. Under Maricopa County semipublic Pool Gate code requirements does not require the gate to be locked, see guidelines. Monique lied to members on Facebook about the pool gate having multiple violations but she failed to mention the Maricopa County violation nor was the violation an emergency as indicated on the inspection report. Monique took it upon herself to approve over \$12,000+ worth of estimates without notifying all board members about an emergency meeting nor did Chessa and Monique follow ARS 33-1248 for emergency meetings. Exhibits M1-M3. Maricopa County chapter 6, Section 7, REGULATION 2. Fencing, (a,4) and (8,b).

- B. An informal meeting with a construction defect law firm wasn't disclosed to the members when there was a quorum of the board. There are other documents where Monique did not inform all board members about meetings taking place. Monique did not inform the members or placed this meeting on the record at the next general meeting with the law firm that would be represent the Association in a Construction Defecs lawsuit. Exhibit upon request.

6. GENERAL COUNSEL ADVICE WAS DELIBERATELY WITHHELD

- A. Emails we deliberately withheld from a board member, me that containing general counsel advice on the election, to hire a forensic accountant and decisions made by the board without my knowledge or about Executive meetings taking place, October 7, 2022. Mulcahy's email advice was forwarded to me months later accidentally by Chessa on September 6, 2022, which had attorney client privilege information. Exhibit E1-E2.
- B. In an email to the construction defect attorney provides proof that they did not give any advice to the board to "Table" financial information pertaining to Maracay, embezzlement, or financial findings. Instead, the construction defect attorney's email reply said, "they would follow the lead of our HOA general counsel on, if they feel it is viable". Your advice, Beth, which I never received was to "hire a forensic accountant" and I did have an estimated amount, around \$480,000+, it wasn't just the APS bills, Maracay violated ARS 33-1247(C). Exhibit E1-E2.

7. ELECTION TAMPERING AND INTERFERENCE WITH THE 2023 ELECTION

- A. I am contenting the 2023 election and requesting copies for each documented vote for the elections 2023, 2022 and 2021. The members and/or board members didn't vote to reduce or increase the board. Members weren't notified about the board being reduced to three after the candidate applications deadline. The notice to members that the board was being reduce to three was announced on

the election ballot. The former property manager interfered by expanding the board to five when there was a tie during the 2021 election. The members never voted to increase or decrease the board. Monique made the sole decision to reduce the board and not follow attorney advice on how to reduce the board or to inform the members. The board or members never voted on this issue. Bylaws Section 3.1, ARS 33-1213.

- B. My candidate application wasn't included in the ballot packet, leaving members confused whether I was a candidate to select on the ballot. My revised bio was not included in the ballot packet and could have been redacted if I was disclosing any executive meeting information, there is no document proof that I was. My bio didn't disclose executive privilege information, ARS 33-1248. There is documented proof that the APS information was disclosed in a general meeting, I have the recording for the meeting. Chessa gave board members legal advice on what should be in my bio. Then I received emails by board members belittling me about what should be in my bio. Exhibit L13, L13-A. Audio recordings on request.
- C. Candidate application Patrick McBride's already disclosed his vote for President in his bio. Exhibit L14.
- D. Board members and board candidates; along with their spouse were lying about my conduct as a board member and personally slandered my character in the community before the election. Candidate, Jill Bould's spouse was implying to members that I was a pedophile, "I was using my security camera by my front door to watch little kids in their bathing suits using the Spa". And in a letter sent to Monique about Jill's treatment by a board member. Jill said, "this treatment has not only affected my mental health but that of my neighbor. While we have been dealing with conflict regarding a "violation" of plants and planters, we have experienced several moments of disrespect and harassment from a board member". Jill received her ARCH application denial and appeal denial by the board. I have never met her or her spouse. Jill expressed, "that she has more autonomy and freedom with renting", now Jill's a board member and has decided that the prior board's decisions can be overturned by the new board when our governing documents says the board decisions are final, CC&RS Section 12.2. In her denial letter it said, "you may keep 1 or 2 potted plants next to your door, not in the common areas". The previous board denied her ARCH application and appeal in writing. Exhibits L1-L2. See Photos, Member name that witnessed the slander is available on request.
- E. Monique deliberately didn't inform or forward a email about general counsel's advice. Monique disclose attorney client privilege information without board approval and didn't follow general counsel advice about how to inform the members about reducing the board and misinformed general counsel about board decisions in regards to criminal financial findings and APS bills from August 2,

2020 with Haidy. APS bills were disclosed during a general meeting which there are audio recording. Exhibits E1-E2. Mulcahy's email advice was forwarded to me months later accidentally by Chessa on September 6, 2022, Exhibit E1-E2, Audio recordings on request.

- F. A board member accused me of using Association funds for personal use during a general meeting less than a month from the 2023 board elections. When I was requesting a opinion by general counsel and notified all board members. I was then belittled by board members in emails about what should be in my bio. The board received an opinion by general counsel without my knowledge. The board should have met with general counsel on this issue since it was Chessa claiming there was an Executive meeting in regards to the information that I was disclosing in my bio. If there was a Executive meeting about the issue I was unaware of that Executive meeting nor is there any record for that meeting. I reached out to Mulcahy Law about board members actions twice but you chose not to speak to me. I received a letter from your firm that I was disclosing executive privilege information in my bio. Did you read my revised bio? Did you know that the information was disclosed in a general meeting "two Units electrical bill was being paid by the Association" and the board never met or voted to decide on perusing litigation or to have a letter written to the builder nor was I accusing parties by name in my bio. As the Treasurer I found an accounting error that needed to be looked into with APS. This error still hasn't been resolved for the two Unit Owners, the Association is still paying for the Units electrical. A member informed me that Monique said the board decided not to pursue, when I was a board member. I never voted on this issue, this was Monique solo decision. ARS 33-1248(A,1). I have documentation showing Monique wasn't informing all board members about executive or informal meetings nor was she disclosing the meetings to the members at the next general meeting. Exhibit D-D10, L9. Meetings dates that wasn't recorded on request.
- G. Documentation showing, during the 2021 election there was a tie and the property manager took it upon herself to expand the board to five without the vote of the members as indicated in our Bylaws, Section 3.1, ARS 33-1213. In my attorney's document request, I requested the election vote count for 2021 but former general counsel denied my request and made up false allegations in a email to my attorneys staff without any documented proof, the person or persons who observed what I was being falsely accused of. This election was deliberately tampered with in order to have a majority of board members on the board to cover up embezzlement from 2017 to when the board voted to hire a different property management company. Other financial documentation available on request.

8. EMBEZZLEMENT COVER UP

- A. The President, VP, Secretary and Treasurer failed to oversee the costs nor reviewed the estimate or contract for the Pool & Spa Resurfacing. There wasn't a signed estimate or contract. I notified the board that the board should review all contracts which never happened. I also informed the board about in the contractor's ROC licensing and discrepancies in the financial. The contractor wasn't licensed to subcontract work, Exhibits D (See, ROC and Vice President Tracy emails).

The contractor's invoices didn't comply with ARS 32-1158, 6,7,8 contract laws for invoicing total amount, not showing deposit payments or the estimated date of completion for all work to be performed under the contract. There wasn't any total amount for the work indicated on the first invoices nor were deposits indicated or paid for all four invoices, which the first invoice was dated for the Spa on July 15, 2020. Maricopa county pool inspection was dated July 2, 2020 and the application for remodel was submitted on June 25, 2020, when the work was done in December 2020. When I received the Maricopa county pool inspection dated July 2, 2020 it indicated "Interior surface has minor pitting/chipping. Repair". **The Pool & Spa didn't need to be resurfaced.**

When I checked the 2021 Reserve Study, the company received information from the former property manager about the costs for the Pool & Spa resurfacing which was \$13,579 half of what the Association paid, \$27,157.92 and these board members and former general counsel did nothing when I brought up discrepancies in the Financials regarding the Pool & Spa resurfacing and the contractor's license. In the October 2020 financial showed one invoice was paid by using funds from a Reserves expenditure, 91009 Asphalt Seal & Repair - Reserve. This was one of many issues where I had to retain an attorney to request documents to find out the truth. But my character was deliberately slandered by the Association's attorney in a email to my attorney because I requested documents and informed him about discrepancies in the financials.

During a Landscape walk I was being accused of false allegation by the President on November 30, 2020. I sent emails about what occurred to the Association's former general counsel the same day. He told me to hire an attorney if I had a problem with the other board members or management company and to stop contacting him because the board has to vote unanimously to contact the him. Yet, invoices show that the board president and management had meetings without my knowledge or vote. Board members receive an attorney's opinion which there wasn't an unanimous vote or a meeting, no recorded records. The property manager didn't even follow their protocols outlined in a email to all board members. Exhibit D1-D10, Q1, Q5. Other documentation available on request.

9. DOCUMENT REQUEST DENIED

- A. Chessa will not disclose all estimates or report that the board receives or reference during past general meetings when I requesting them. The members were never shown on the Agenda that the board was going to review and vote on estimates during the December 2022 general meeting. Nor did the board show any documentation that all 10 buildings were leaking and in need of replacing eight years before their expected life expectancy. Exhibit C2, K6 (email March 22, 2023 at 12:53, Document Request).

WINDOW LEDGE VIOLATION DETAILS

Three years ago, I was preparing a ARCH application for multiple locations for potted plants, dated March 23, 2020 when I received a violation before I submitted my ARCH application. In a email to the property manager I submitted my ARCH application and appealed the violation online. But because my application had numerous attachments and the online process only allowed for two images to be uploaded, I had to submit the ARCH application with attached documents via email to the property manager. Exhibits K6.

I received a letter dated April 2, 2020 which was mail to me by US Mail that my ARCH application was received. I received a letter with a Approval/Denial dated April 3, 2020 that was sent by US Mail. In this letter the Association failed to list the required ARS information for an Appeal process only to contact the property manager if I had any questions. I contacted the property manager and requested an appeal. I was not given the right to be heard, nor cited where in the governing documents I was in a “Safety or Damage” violations. I sent a email request for second appeal which I was never given an opportunity to be heard or where in the governing documents, I was in violation of “Safety and Damage”, ARS 33–1242 C,1,3,4. I never received a second appeal “written notice that the appeal has been received and it will be reviewed by the Board” or a denial letter via email or US mail as indicated in the Associations Fine Policy and Appeal Process for a appeal. A document which I never knew existed until I found online at the former property management company’s website for the Association. The builder and management never disclosed this document to me 30 days before closing. And since the property management company failed to send a written notice that my appeal has been received or a decision on my second appeal along with the required information by ARS 33–1242 C,1,3,4 within 45 days of my submitted ARCH application or the second appeal to the property manager. I believe my potted plants on the window ledge are automatically approved. And for any damages due to water on Limited Common area would be the responsibility of the Unit owner, CC&RS Sections 1.4, 4.7(c), 5.1, 11.4, 12.3. Rules and Design Guidelines; ANTENNAS, EXTERIOR MAINTENANCE, PATIOS, ROOFS. FINE POLICY AND VIOLATION APPEAL PROCESS. Exhibit K6.

I found out that my ARCH Application was lost by the prior property management company when they sent me a violation for decorative objects. Which the violation was for security cameras. I informed management about the mistake in an email.

My potted plants on my window ledge has been approved for over three years because prior management failed to do their job when I appeal their decision for a second time wanting to be heard and to know where I was in violation in the CC&RS for Safety and Damages as indicated on the letter sent to me via US Mail. Prior management didn’t follow up, “Appeal process” with me on the second appeal within the allowed time in writing. In a email to the prior property manager, I was confused on how to appeal the boards decisions and wasn’t given any documentation to the violation or direction to appeal. Exhibit K6.

Chessa accused me of never submitting a ARCH application for the four potted plants on my window ledge. When I tried to send documentation to explain about what occurred 3 year ago. Chessa said, my appeal was denial twice, when there wasn't any reply from the prior property manager to my second appeal through email or US mail that the board would be reviewing my second appeal. Chessa told me to fill out another ARCH application because the board will probably approve it, Really! Then approve my submitted application from 3 years ago, Exhibit K6. Why are they bringing up an ARCH application when prior management said they lost the ARCH application and did not follow up the appeal process. Enclosed is the ARCH application that I submitted 3 years ago which I downloaded from BoardVue.

I have asked Chessa for documentation where in the CC&RS I am in violation of "Safety and Damage" for potted plants on a window ledge. The window ledge is designed for that purpose and the CC&RS clearly states areas "maintained by the Association shall be used at the risk of the user;" Sections 11.4 12.3(a) when the window ledge is Limited Common Element property and any damaged would be the responsibility of the owner of the Unit, Section 4.7(c). Exhibit K6.

Property managers failed to disclose when issuing violations along with many other members violations. When denying ARCH Applications review by the Board were there wasn't an open meeting for the members to attend. Members aren't even aware of required information under the law, ARS 33-1242 or how to appeal a violation because they never received the "Fine Policy" and "Appeal Process" document. Exhibit K6.

1. The provision of the condominium documents that has allegedly been violated.
3. The first and last name of the person or persons who observe the violation.
4. The process the unit owner must follow to contest the notice.

APPEAL, BALCONY VERSUS WINDOW LEDGE, SAFETY AND DAMAGE VIOLATION

You are claiming I am in violation of the governing documents for "Safety and Damage". Your answer to my request was that I'm in violation of Exterior Changes. When the violation said, "I have been denied due to safety precautions and the concerns for moisture damaging the stucco ledge". Yet you haven't listed what section in our CC&RS or Rules and Design Guidelines for violations for "Safety and Damage". If you read the Association's Governing documents there are no sections or rules in the governing documents pertaining to safety on a window ledge. Yet, you will find satellite dishes are allowed in the governing documents, ANTENNAS, PATIOS and ROOFS, Section 5.5 "unless approved by the Architectural Committee", "the Board may require that such devices be reasonably screened and/or ground mounted as long as the Owner can obtain a satisfactory signal" yet numerous satellite dishes are in violation, "Permitted Devices shall be reasonably screened from view from the street or any other portion of the Property,". The Satellite dishes are attached to the exterior buildings, balcony rails and the overall aesthetic's for the buildings exterior is distracting. The Association allows these

satellite dishes located in the same location as my window ledge. Satellite dishes mounted on the balcony rails 2 feet over the courtyard garage area and are not considered a “Safety or Damage” violation or in violation of the CC&RS guidelines for satellite dishes, Exhibit K6-A. Yet, my window ledge holding potted plants, which is designed to hold potted plants and is located in the same location as the balconies is a “Safety and Damage” violation, where? I also would like to point out plastic owls being placed on architectural details, and half walls are also allowed to deter pigeons but my potted plants which deters pigeons nesting on my window ledge are not suitable when the whole purpose for the potted plants on the window ledge was, I didn’t want to place plastic owls in front of my windows and they would deterred from the aesthetic appearance of the exterior building. It has been over three years, and there hasn’t been any instance of water damage to the stucco, Exhibit K6-B. The window ledge is designed for potted plants and the CC&RS clearly states areas “maintained by the Association shall be used at the risk of the user;” Sections 11.4 12.3(a) when the window ledge is Limited Common Element property and any damaged would be the responsibility of the owner of the Unit, Section 4.7(c). Exhibit K6.