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Attorneys for Defendants

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

WILLIAM M. BROWN, an individual,

Plaintiff,

v.

Case No. CV2017-055475

TERRAVITA COUNTRY CLUB, INC., an Arizona non-profit corporation; STERLING J. LAAVEG, President TCC, Inc., and his spouse; PAUL DAVID TOLK, Vice President TCC Inc., and his spouse; WILLIAM H. GREIG, Secretary TCC, Inc., and his spouse; MICHAEL T. ELLINGTON, Treasurer TCC, Inc., and his spouse; JOHN DOES I-X and JANE DOES I-X and their spouses; CARPENTER, HAZLEWOOD, DELGADO & BOLEN, PLC; JOSHUA M. BOLEN 024053; ANJALI J. PATEL 028138,

Defendants.

DEFENDANT TERRAVITA COUNTRY CLUB, INC.’S ANSWER TO PLAINTIFF’S COMPLAINT

ANSWER

Defendant, Terravita County Club, Inc. (“Association”), hereby answers Plaintiff’s, William M. Brown’s (“Plaintiff”), Verified Complaint.

1 **NATURE OF THE ACTION**

2 1. Association affirmatively states that the findings of the Office of
3 Administrative Hearings (“OAH”) and the Arizona Department of Real Estates (“ADRE”)
4 in Case No. HO 17-16/006, Docket No. 17F-H1716005-REL (“OAH Matter”), speak for
5 themselves. Association denies the allegations in Paragraph 1 of Plaintiffs’ Complaint.
6

7 **PARTIES**

8 2. Association denies the allegations in Paragraph 2 of Plaintiffs’ Complaint.
9 Association affirmatively states the from on or about January 14, 2014 through April 8,
10 2016, Plaintiff was not record owner of the property located at 6751 East Amber Sun Drive,
11 Scottsdale, Arizona 85266.
12

13 3. Association admits the allegations in Paragraph 3 of Plaintiffs’ Complaint.
14 Association affirmatively states that it has the right to suspend a member’s use of its
15 facilities under certain circumstances.
16

17 4. Association admits the allegations in Paragraph 4 of Plaintiffs’ Complaint
18 with the exception that it was incorporated as of February 20, 1998.
19

20 5. Association admits the allegations in Paragraph 5 of Plaintiffs’ Complaint.
21

22 6. Association admits the allegations in Paragraph 6 of Plaintiffs’ Complaint.
23

24 **JURISDICTION AND VENUE**

25 7. Association admits the allegations in Paragraph 7 of Plaintiffs’ Complaint.
26

27 8. Association admits the allegations in Paragraph 8 of Plaintiffs’ Complaint.
28

1 **STATEMENT OF FACTS**

2 9. Association denies the allegations in Paragraph 9 of Plaintiffs' Complaint.
3 Association affirmatively states that it never received a records request from Plaintiff on
4 July 29, 2016.
5

6 10. Association denies the allegations in Paragraph 10 of Plaintiffs' Complaint.
7 Association affirmatively states that Plaintiff did not file it Homeowners Association
8 Dispute Process Petition with ADRE on August 15, 2016.
9

10 11. Association admits Plaintiff sent it a proposed resolution to the OAH Matter
11 on January 26, 2017. Association admits a status report filing deadline of February 8, 2017
12 in the OAH Matter. Association denies the remaining allegations in Paragraph 11 of
13 Plaintiff's Complaint.
14

15 12. Association affirmatively states the records in the OAH Matter speak for
16 themselves.
17

18 13. Association affirmatively states the records in the OAH Matter speak for
19 themselves.
20

21 14. Association admits Plaintiff filed a Motion to Re-Open Record in the OAH
22 Matter on July 31, 2017. Association denies the remaining allegations in Paragraph 14 of
23 Plaintiff's Complaint.

24 15. Association affirmatively states the records in the OAH Matter speak for
25 themselves.
26

27 16. Association admits the parties exchanged correspondence on or about
28 January 31, 2017, August 21, 2017, and August 23, 2017 and attended a hearing in the

1 OAH Matter on June 19, 2017. Association denies the remaining allegations of Paragraph
2 16 of Plaintiff's Complaint.

3
4 17. Association admits receiving correspondence from Plaintiff on or about
5 September 1, 2017. Association denies the remaining allegations in Paragraph 17 of
6 Plaintiff's Complaint.

7
8 18. Association denies the allegations in Paragraph 18 of Plaintiff's Complaint.

9 **PRAYER FOR RELIEF**

10 19. Association admits the allegations in Paragraph 19 of Plaintiff's Complaint.

11 20. Association denies the allegations in Paragraph 20 of Plaintiff's Complaint.

12
13 1. Association denies the allegations in Paragraph 20(1) of Plaintiff's
14 Complaint.

15 2. Association denies the allegations in Paragraph 20(2) of Plaintiff's
16 Complaint. To the extent Paragraph 20(2) of Plaintiff's Complaint asserts a legal
17 conclusion, no response is required.

18
19 3. Association denies the allegations in Paragraph 20(3) of Plaintiff's
20 Complaint.

21
22 4. Association denies the allegations in Paragraph 20(4) of Plaintiff's
23 Complaint.

24 **AFFIRMATIVE DEFENSES**

25 21. Association hereby denies every factual allegation contained in Plaintiff's
26 Complaint and not expressly admitted herein.
27
28

1 22. Association affirmatively asserts the protections provided by the Nonprofit
2 Corporation Act, the Arizona Condominium Act, and Association's governing documents.

3
4 23. Association affirmatively alleges that it is entitled to its costs herein pursuant
5 to A.R.S. § 12-341.

6 24. Association affirmatively alleges that it is entitled to an award of its
7 reasonable attorneys' fees pursuant to A.R.S. § 12-341.01 if Association is deemed
8 prevailing party in this matter.
9

10 25. Association affirmatively alleges that the Plaintiff fails to state a claim upon
11 which relief may be granted.

12 26. Association reserves the right to plead further affirmative defenses set forth
13 in Ariz. R. Civ. P. 8(a) and 12(b) based on information discovered during discovery.
14

15 27. Association reserves the right to amend this Answer at a later time to assert
16 any additional Affirmative Defenses once facts supporting the same become known in
17 discovery and/or investigation.
18

19 WHEREFORE, having fully answered the Complaint, Association prays that
20 Plaintiff's Complaint be dismissed, that Plaintiff take nothing thereby, and that Association
21 be awarded the costs and expenses incurred herein, including reasonable attorneys' fees,
22 and for such other and further relief as the Court may deem just in the premises.
23

24 ///

25 ///

26 ///

27 ///

28 ///

1 RESPECTFULLY SUBMITTED this 26th day of October 2017.

2 Carpenter, Hazlewood, Delgado & Bolen, LLP

3
4
5 By: /s/ Joshua M. Bolen

6 Joshua Bolen 024053

7 Allison Preston 029346

8 1400 E. Southern Ave., Suite 400

9 Tempe, Arizona 85282

10 *Attorneys for Defendant Terravita County Club, Inc.*

11 **CERTIFICATE OF SERVICE**

12 ORIGINAL of the foregoing electronically
13 filed this 26th day of October, 2017, with:

14 Clerk of the Court

15 Maricopa County Superior Court

16 www.AZTurboCourt.gov

17 COPY of the foregoing mailed
18 this 26th day of October, 2017, to:

19 William M. Brown

20 6751 East Amber Sun Drive

21 Scottsdale, AZ 85266

22 *Plaintiff*

23
24
25
26
27
28
/s/ Theresa Laubenthal