

SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY

CV 2023-010126

05/19/2026

HONORABLE SCOTT A. BLANEY

CLERK OF THE COURT  
J. Eaton  
Deputy

DESERT PEAK HOMEOWNERS  
ASSOCIATION

JOHN HALK

v.

GLADYS JAHN, et al.

GLADYS JAHN  
2625 E JJ RANCH RD  
PHOENIX AZ 85024

T P I, L L C  
1302 E BLUEFIELD AVE  
SCOTTSDALE AZ 85260  
ADAM B NACH  
J C P ENTERPRISES INC  
802 N ELK HORN CIR  
PAYSON AZ 85541  
FIRST CORPORATE SOLUTIONS  
300 W CLARENDON AVE STE 240  
PHOENIX AZ 85013  
SUNSHINE CLEANING SYSTEMS L L  
C  
107 N TONTO ST  
PAYSON AZ 85541  
JUDGE BLANEY

RULING

The Court has reviewed and considered Plaintiff's *Motion for Summary Judgment Re: Lien Foreclosure*; Plaintiff's *Statement of Facts in Support of Motion for Summary Judgment Re: Lien*

SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY

CV 2023-010126

05/19/2026

*Foreclosure*; and the limited record in this case. Defendant failed to file a timely response in opposition to Plaintiff's *Motion* that challenged the stated legal authorities or the factual assertions in the *Motion*. Pursuant to Rule 7.1(b), *Arizona Rules of Civil Procedure*, the Court may summarily grant the *Motion* due to Defendant's failure to timely respond or oppose the relief. However, to grant the *Motion* even in the absence of a response, the record in this case must establish that Plaintiff is entitled as a matter of law to the relief it is seeking. Rule 56(e), Ariz.R.Civ.P.

Oral argument was not requested and the Court does not believe it would be helpful. Rule 7.1(d), Ariz.R.Civ.P.

Summary judgment is appropriate only if no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law. *See* Rule 56(a), *Arizona Rules of Civil Procedure*; *Orme School v. Reeves*, 166 Ariz. 301, 305 (1990); *Hourani v. Benson Hosp.*, 211 Ariz. 427, 432 (App. 2005). All facts must be viewed in the light most favorable to the nonmoving party. *See Grain Dealers Mutual Insurance Co. v. James*, 118 Ariz. 116 (1978); *Farmers Ins. Co. v. Vagnozzi*, 138 Ariz. 443, 448 (1983). "Credibility determinations, the weighing of the evidence, and the drawing of legitimate inferences from the facts" are not proper on summary judgment. *Orme School*, 166 Ariz. at 309-10 (citing *Anderson v. Liberty Lobby*, 477 U.S. 242, 255, 106 S.Ct. 2505, 2513, 91 L.Ed.2d 202 (1986)). But the Court will not deny a motion for summary judgment on the speculation "that some slight doubt ..., some scintilla of evidence, or some dispute over irrelevant or immaterial facts might blossom into a real controversy in the midst of trial." *Orme School*, 166 Ariz. at 311.

When a plaintiff moves for summary judgment, the question before the Court is not whether the defendant has succeeded in presenting genuine disputes of material fact. Rather, the question is whether the plaintiff has "presented sufficient undisputed admissible evidence to establish its entitlement to judgment." *Wells Fargo Bank, N.A. v. Allen*, 231 Ariz. 209, 213 (App. 2012). The plaintiff carries the burden of persuasion on its motion for summary judgment if they submit "undisputed admissible evidence that would compel any reasonable juror to find in its favor on every element of its claim." *Id.* (quoting *Comerica Bank v. Mahmoodi*, 224 Ariz. 289, 293 (App. 2010)).

**THE COURT FINDS AS FOLLOWS:**

1. Defendant Gladys Jahn fka Gladys Lopatofsky is the record Owner of real property located within the Association at: 2625 East JJ Ranch Road, Phoenix, Arizona (the "Property") and legally described as: LOT 109, DESERT PEAK UNIT 3, ACCORDING TO BOOK 849 OF MAPS, PAGE 12, AND CERTIFICATES OF CORRECTION RECORDED AT

SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY

CV 2023-010126

05/19/2026

DOCUMENT NO. 2007-255419, DOCUMENT NO. 2007-255420 AND DOCUMENT NO. 2007-255421, RECORDS OF MARICOPA COUNTY, ARIZONA.

2. The Property is subject to Desert Peak Homeowners Association's recorded Declaration of Covenants, Conditions, and Restrictions ("CC&Rs").
3. Defendant is contractually obligated to pay assessments to the Association pursuant to Article V, Section 5.1 of the CC&Rs, which states, "...each Owner of a Lot, by becoming the Owner thereof...is deemed to covenant and agree to pay to the Association annual Assessments, special Assessments, and any applicable neighborhood Assessments and lot specific Assessments...together, with interest, costs and reasonable attorneys' fees..."
4. The Association recorded a notice of lien against the Property on July 16, 2018 at Document No. 20180534855 in the Official Records of the Maricopa County Recorder.
5. Plaintiff holds an assessment lien against the Property for delinquent assessments, late fees, costs of collection, and interest in the amount of \$11,657.50.
6. Prior to bringing this foreclosure action, Plaintiff obtained a judgment against the Defendant through a breach of contract action in the Desert Ridge Justice Court for the delinquent assessments. See Case No. CC2020145129RC. The Justice Court awarded the attorneys' fees in the amount of \$2,520.00 and costs of court in the amount of \$370.10, upon which interest accrues at the rate of 4.25%.
7. The ending ledger balance, excluding the \$700.00 in fines, and including the attorney fees and costs awarded in the judgment, are all secured by the assessment lien against the Property totaling \$11,657.50.
8. Defendant has not redeemed the assessment lien despite written demands.
9. The Association recorded a notice of lien against the property on July 16, 2018 at Document No. 20180534855 in the Official Records of the Maricopa County Recorder for delinquent accrued assessments, interest, late fees, collection costs, and legal expenses.
10. The Association has an assessment lien balance against the Property for \$11,657.50. This amount is constituted of delinquent assessments, late fees, interest, costs of collection, and prior court costs and attorneys' fees.
11. There are no genuine issues of material fact precluding summary judgment.

SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY

CV 2023-010126

05/19/2026

12. Plaintiff has presented sufficient undisputed admissible evidence to establish its entitlement to judgment.

13. This action arises out of contract and Plaintiff is the prevailing party.

Good cause appearing, and in the Court's discretion,

**IT IS ORDERED** granting Plaintiff's *Motion for Summary Judgment Re: Lien Foreclosure*.

**IT IS FURTHER ORDERED** the property shall be sold at public auction for cash by the Sheriff.

**IT IS FURTHER ORDERED** directing Plaintiff to prepare and lodge a form of Judgment on or before **June 5, 2026**. Plaintiff shall file any statement of taxable costs or application for attorney's fees by this deadline as well. Defendant shall file any objections or responses to the form of judgment or to the request for costs or fees within **ten (10) days** thereafter.