

SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY

CV 2021-018876

12/29/2025

HONORABLE SCOTT A. BLANEY

CLERK OF THE COURT  
M. R. Diaz  
Deputy

PAT MAH

PAT MAH  
1747 E NORTHERN AVE UNIT 132  
PHOENIX AZ 85020

v.

CANTERRA AT SQUAW PEAK  
CONDOMINIUM ASSOCIATION INC

KYLE BANFIELD

JUDGE BLANEY

MINUTE ENTRY

The Court has reviewed and considered Defendant's *Motion for Summary Judgment* and the parties' related briefing, as well as the lengthy record in this case and the arguments received at the October 29, 2025 oral argument.

This action arises from a dispute between a Plaintiff/homeowner and Defendant/homeowners association (the "Association"). Plaintiff's residence is located within the complex that the Association oversees. The relevant background facts are detailed in the Court's September 26, 2022 *Under Advisement Ruling on Defendant's Partial Motion to Dismiss* (filed 09/28/2022). For the sake of brevity, the Court incorporates those background facts herein.

Defendant moves for summary judgment on Plaintiff's remaining claims from the *First Amended Complaint* ("FAC"), which include: (1) declaratory relief; (2) breach of contract; (3) breach of the implied covenant of good faith and fair dealing; and (4) violation of A.R.S. § 33-1258 based upon Defendant's purported failure to allow Plaintiff reasonable access to the

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Association's records. Each of the first three claims rely on the same allegations that: (1) Defendant paid for repairs to balconies without authority; (2) Plaintiff is entitled to reimbursement for all amounts she has paid to maintain and repair her windows and doors; and (3) Defendant used improper budgeting and created a "slush fund" without authorization.

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). 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.

**THE COURT FINDS** that Defendant has established that no genuine issue of material fact precludes summary judgment on Plaintiff's declaratory judgment claim and Defendant is entitled to judgment as a matter of law on that claim. Defendant has established through competent evidence in the record – as well as this Court's previous rulings in this case – that the 2020 balcony work was "repair, maintenance, and/or replacement" and not "structural alterations or additions." *See* September 26, 2022 *Under Advisement Ruling*. Plaintiff has failed to identify any genuine issue for trial on her declaratory judgment claim.

**THE COURT FURTHER FINDS**, specifically, that the Association was authorized to use regular assessments to pay for the 2020 balcony work.

**THE COURT FURTHER FINDS** that for the same reasons that Plaintiff has not identified a genuine issue for trial on her declaratory judgment claim, Defendant has established that no genuine issue of material fact precludes summary judgment on Plaintiff's breach of contract claim and Defendant is entitled to judgment as a matter of law on that claim. Additionally, the Court finds Plaintiff's arguments regarding an impermissible "slush fund" to be confusing and unsupported by the record.

**THE COURT FURTHER FINDS** that for the same reasons that Plaintiff has not identified a genuine issue for trial on her breach of contract claim, Defendant has established that no genuine issue of material fact precludes summary judgment on Plaintiff's breach of the implied covenant of good faith and fair dealing claim and Defendant is entitled to judgment as a matter of law on that claim.

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**THE COURT FURTHER FINDS** that Defendant has established that no genuine issue of material fact precludes summary judgment on Plaintiff's A.R.S. § 33-1258 claim and Defendant is entitled to judgment as a matter of law on that claim. First, Defendant is correct that the statute does not create a private right of action for an allegedly aggrieved party. But more importantly, Defendant has established through citation to the record that the majority of the documents Plaintiff seeks were already disclosed to Plaintiff prior to and during this litigation. In other instances, Plaintiff seeks vague, broad categories of documents without sufficient specificity to overcome summary judgment. Plaintiff has not identified any specific document that has been improperly withheld by Defendant.

On good cause, and in the Court's discretion,

**IT IS THEREFORE ORDERED** granting Defendant's *Motion for Summary Judgment*.

**IT IS FURTHER ORDERED** Defendant shall lodge a proposed form of Judgment and file their attorney's fee application, if any, and affidavit in support thereof, and their statement of costs, if any, within **20 days** of the filing date of this Minute Entry; Plaintiff shall file any objections thereto within **20 days** thereafter; and Defendants shall file their replies within **10 days** thereafter.

**IT IS FURTHER ORDERED** the Judgment shall contain Rule 54(c) language as upon resolving attorney's fees and costs, no further matters will remain pending.