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6 Representing self

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
8 **IN AND FOR THE COUNTY OF MARICOPA**

9
10 Lisa Marx
11 Plaintiff,

12 vs.

13 Tara Condominiums Association, Inc.,

Case No. CV2025-062973
Consolidated with
Case No. CV 2025-012980

14 **SUPPLEMENTAL MEMORANDUM**
15 **IN SUPPORT OF PENDING**
16 **MOTIONS FOR**
17 **RECONSIDERATION AND**
18 **REQUEST FOR EXPEDITED**
19 **RULING**
20 **Expedited Consideration Requested**
21 **- Irreparable Harm from Non-**
22 **Compliant Insurance Since**
23 **December 1, 2025**

Honorable Adele Ponce

24 Plaintiff Lisa Marx, appearing pro se, submits this Supplemental Memorandum pursuant to Arizona Rules of Civil Procedure (ARCP) Rule 7.1 to support her pending motions: (1) PLAINTIFF'S MOTION FOR RECONSIDERATION OF COURT'S OWN

1 MOTION TO CONSOLIDATE ACTIONS; and (2) PLAINTIFF'S MOTION FOR
2 CLARIFICATION, CORRECTION, RECONSIDERATION, AND ORDER SETTING
3 EVIDENTIARY HEARING. This filing provides new evidence (post-dating the
4 motions) of statutory violations and ultra vires acts, warranting reconsideration for
5 manifest error or new facts under ARCP Rule 7.1(e). Expedited ruling is requested due
6 to ongoing irreparable harm under A.R.S. § 33-1253 (insurance requirements).

7 **I. Introduction and Procedural Background**

- 8 1. Plaintiff's pending motions seek reconsideration of the Court's consolidation
9 order and clarification/correction with an evidentiary hearing on insurance and
10 governance issues. No rulings have been issued.
- 11 2. New evidence – the Certificate of Liability Insurance dated January 20, 2026
12 (attached as Exhibit A) – confirms the association's master policy (effective
13 December 1, 2025) lacks mandatory property coverage, violating A.R.S. Title 33,
14 Chapter 9 (Condominium Act). This evidences ultra vires board actions without
15 required meetings or votes.
- 16 3. This supplemental filing complies with ARCP Rule 15(d) (supplemental
17 pleadings for post-filing events) and Rule 7.1 (motions/memoranda), as it
18 updates the record without a new motion.

19 **II. New Evidence: Certificate of Liability Insurance**

- 20 4. Exhibit A, obtained after the policy termination, certifies coverage from United
21 States Liability Insurance Company (NAIC #25895) via American Family Brokerage,
22 Inc. It includes:
 - 23 • General Liability (Policy NPP1654158): \$1,000,000 per occurrence, \$2,000,000
24 aggregate.

- 1
- Umbrella Liability (Policy CUP158382): \$1,000,000 per occurrence/aggregate.
 - Community Association Directors & Officers Liability: \$1,000,000 per claim/aggregate.
 - Commercial Crime (Policy CR1556732): \$300,000 (from ACORD 101 remarks).
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5. Critically, no property insurance is listed for common elements or units (e.g., no fire, flood, or peril coverage). The endorsement (CG 20 17 10/93) is for "Townhouse Associations," mismatched for this condominium per Plaintiff's deed (1/50 undivided interest in common areas), CC&Rs, and articles of incorporation.

III. Violations of A.R.S. Title 33, Chapter 9 (Condominium Act)

6. Under A.R.S. § 33-1201, this chapter applies to all Arizona condominiums, regardless of creation date.

7. **Insurance Non-Compliance (A.R.S. § 33-1253):** The association must maintain:

- Property insurance on common elements and units (if required by documents) against fire/extended perils for at least 100% actual cash value (exclusive of land, etc.), plus flood if in a hazard area. Proceeds held in trust for repairs unless 80% owners vote otherwise.
- Liability insurance covering bodily injury/property damage from common elements, in an amount set by the board (not less than declaration minimum). Policies must waive subrogation against owners, allow owner loss reporting (10-day response), and provide annual deductible notices.

8. As detailed in the following chart (based on Exhibit A analysis):

1 **Requirement Under A.R.S. §**
2 **33-1253**

Policy Coverage

Compliance

3 Property Insurance: 100% cash
4 value for common
5 elements/units against fire,
6 perils, flood (if applicable);
7 trust for proceeds; repair
8 unless 80% vote no.

Absent – no mention
of physical damage
coverage (e.g., fire,
storm).

Non-Compliant: Violates § 33-
1253(A)(1); exposes 1/50
interest to uninsured losses,
leading to devaluation and
assessments.

9 Liability Insurance:

10 Comprehensive, board-
11 determined amount; waivers,
12 owner reporting, annual
13 notices.

General (\$1M/\$2M),
Umbrella (\$1M),
D&O (\$1M).

Partially Compliant: Limits
adequate, but no
waivers/subrogation evidence;
"townhouse" endorsement
mismatch may void claims for
condominium structure.

14 Other: Fidelity (optional),
15 notices/deductibles.

Commercial Crime
(\$300k). No details on
notices/reporting.

Non-Compliant: Lacks proof of
owner safeguards; cancellation
per policy (not 30 days to
owners/mortgagees).

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20 9. This leaves the community uninsured since December 1, 2025, in violation of
21 A.R.S. § 33-1253(A)(1), which constitutes a breach of the board's fiduciary duties
22 under A.R.S. § 10-3830(A).

23 **IV. Ultra Vires Acts and Governance Violations**

- 24 10. The insurance switch from the Mahoney Group (as approved by vote in July and

1 August 2025) to American Family Brokerage was ultra vires, as no open meeting
2 was called and no majority board vote occurred, violating Section 9.E of the
3 Declaration, which requires a majority vote of the board for actions on behalf of unit
4 owners (violating A.R.S. § 33-1248(A): "All meetings of the unit owners' association
5 and the board of directors... are open to all members"). Under A.R.S. § 33-1243(A):
6 "Except as provided in the declaration, the bylaws, subsection B of this section or
7 other provisions of this chapter, the board of directors may act in all instances on
8 behalf of the association." Here, the Declaration's requirement for a majority vote
9 was not followed, rendering the action unauthorized.

10 11. Per § 33-1243(B): The board "shall not act on behalf of the association to...
11 terminate the condominium or to elect members... but the board... may fill
12 vacancies." Unilateral changes by one member exceed powers, especially for
13 contracts like insurance.

14 **V. Irreparable Harm and Need for Expedited Relief/Evidentiary Hearing**

15 12. Uninsured status causes irreparable harm: Risk of catastrophic loss (e.g., storm,
16 fire) devalues property, impairs title, shifts burdens to owners contrary to § 33-1253.
17 Delay prejudices under ARCP Rule 7.1(a). 13. Reconsider consolidation: New
18 evidence distinguishes actions (ongoing violations vs. prior). Set evidentiary hearing
19 per pending motion to examine board actions/testimony.

20 **VI. Request for Relief**

21 14. Plaintiff requests expedited ruling within 30 days, reconsideration as prayed,
22 evidentiary hearing, and other relief as just.

23 Dated: January 30, 2026

24 Respectfully submitted,

1 /s/ Lisa Marx Pro Se Plaintiff
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6 **CERTIFICATE OF SERVICE**

7 ORIGINAL of the foregoing e-filed
8 this 30th day of January, 2026

9 Arizona Judicial Branch Statewide eFiling System
10

11 I hereby certify that on this 30th day of January, 2026, a true and correct copy of the
12 foregoing was served via email on Defendants' counsel:

13 Charles H. Oldham

14 Chuck.Oldham@chdblaw.com

15 Ari A. Bowhay

16 Ari.Bowhay@chdblaw.com

17 /s/ Lisa Marx

18 Lisa Marx
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