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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

LISA MARX, an individual,

Plaintiff,

vs.

TARA CONDOMINIUM ASSOCIATION,
an Arizona non-profit corporation.

Defendant.

Case No. CV2025-012980

**DEFENDANT'S RESPONSE TO
PLAINTIFF'S 15(D) SUPPLEMENTAL
COMPLAINT**

On November 21, 2025, Plaintiff filed a Civil Complaint for Declaratory Judgment and Injunctive Relief, assigned Maricopa County Superior Court case number CV2025-062973. Defendant subsequently moved to consolidate that matter with the present action, CV2025-012980, on the basis that the allegations were substantially similar. On March 16, 2026, the Court held oral argument on Defendant's Motion to Dismiss, at which time the parties agreed that the Complaint in CV2025-062973 would be treated as a supplemental pleading pursuant to Rule 15(d) of the Arizona Rules of Civil Procedure, as reflected in the Court's March 20, 2026 Minute Entry. Accordingly, Defendant now responds to Plaintiff's Rule 15(d) supplemental pleading.

Defendant incorporates by reference all responses and affirmative defenses set forth in its previously filed Answer to the First Amended Complaint to the extent the allegations in the

Supplemental Pleading are the same as or substantially similar to those previously asserted. As the Court has already determined, the Supplemental Pleading is properly limited to events occurring after the filing of the operative complaint. Accordingly, to the extent Plaintiff repeats, recharacterizes, or expands upon prior allegations, Defendant relies on its previously asserted responses and affirmative defenses. The only allegations properly subject to supplementation concern the Association's approval and implementation of amendments to the Declaration and related insurance matters occurring after September 2025, and Defendant responds to those limited allegations below. The following paragraphs of the Supplemental Pleading merely repeat or recharacterize allegations previously asserted in the First Amended Complaint and fall outside the limited scope of supplementation under Rule 15(d). Defendant incorporates by reference its prior responses to those allegations as set forth in its Answer to the First Amended Complaint: ¶¶ 1–9, 17–18, and all paragraphs contained within Counts I through V and the Prayer for Relief. Defendant admits that the Board approved amendments to the Declaration on or about September 20, 2025, but denies any characterization that such amendments were improper, invalid, or in violation of applicable law.

11. Defendant admits that written consent forms were distributed but denies Plaintiff's characterization of the process as improper or unlawful and denies any remaining allegations.

12. Defendant admits that Plaintiff communicated with the Association and that a Board meeting occurred, but denies Plaintiff's characterization of those events and denies any alleged statutory violations.

13. Defendant admits that Plaintiff sent correspondence and that the Board responded but denies Plaintiff's characterization of the content, purpose, or implications of those communications.

14. Defendant denies Plaintiff's characterization of any vote as invalid and denies any alleged pattern of statutory violations or breach of fiduciary duty.

16. Defendant admits that the master policy expired but denies Plaintiff's characterization of the consequences and denies any remaining allegations.

To the extent Plaintiff's Supplemental Pleading includes sections titled "Applicable Law Supporting Claims," "Injuries," or asserts Counts for declaratory relief, injunction, breach of fiduciary duty, breach of contract, or statutory violations, those allegations merely restate or repackage claims previously asserted in the First Amended Complaint. Defendant incorporates by reference its prior responses and affirmative defenses to those claims as set forth in its Answer to the First Amended Complaint.

Without admitting any of the allegations of the Supplemental Pleading, and expressly denying liability, Defendant Tara Condominium Association, Inc. asserts the following affirmative defenses:

1. **Failure to State a Claim.** Plaintiff's Supplemental Pleading, in whole or in part, fails to state a claim upon which relief may be granted.

2. **Lack of Standing.** Plaintiff lacks standing to assert certain claims that are derivative in nature and belong, if at all, to the Association members, not to Plaintiff individually.

3. **No Cognizable Injury.** Plaintiff has suffered no actual damages or cognizable injury as a result of any action or inaction of the Association.

4. **Compliance with Statutes and Governing Documents.** The Association has complied in all material respects with its Declaration, Bylaws, Articles of Incorporation, and the Arizona Condominium Act.

5. **Reasonableness/Good Faith.** All actions taken by the Association and its Board of Directors were undertaken in good faith, within the scope of their authority, and in the

1 exercise of sound business judgment. Such actions were reasonable and consistent with the
2 Association's governing documents and applicable law, including the reasonableness standards
3 recognized in *Tierra Ranchos Homeowners Ass'n v. Kitchukov*, 216 Ariz. 195, 165 P.3d 173
4 (App. 2007).

5 6. **Estoppel, Waiver, and Laches.** Plaintiff's claims are barred in whole or in part
6 by the doctrines of estoppel, waiver, and laches.

7 7. **Unclean Hands.** Plaintiff's claims are barred by the doctrine of unclean hands,
8 including by Plaintiff's own disruptive conduct, selective communications, and interference
9 with governance.

10 8. **Statute of Limitations.** Plaintiff's claims are barred in whole or in part by the
11 applicable statutes of limitation.

12 9. **Res Judicata/Collateral Estoppel.** Plaintiff's claims are barred to the extent
13 they were, or could have been, raised in prior proceedings, including the Arizona Department
14 of Real Estate matter.

15 10. **Compliance with Governing Documents / Foreseeability.** The actions taken by
16 the Association, including any amendments to the Declaration, were authorized by and
17 consistent with the governing documents and applicable law. To the extent Plaintiff alleges that
18 any amendment was unforeseeable or invalid, Defendant affirmatively alleges that the
19 amendments were reasonable, foreseeable, and within the scope of authority granted by the
20 Declaration and applicable law, including the principles set forth in *Kalway v. Calabria Ranch*
21 *HOA, LLC*, 252 Ariz. 532, 506 P.3d 18 (2022)..

22 11. **Reservation of Additional Defenses.** Defendant reserves the right to assert such
23 other defenses as may become available during discovery or trial.
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PRAYER FOR RELIEF

WHEREFORE, Defendant Tara Condominium Association, Inc. respectfully requests that the Court:

- A. Dismiss Plaintiff's Supplemental Pleading with prejudice;
- B. Enter judgment in the factor of the Association on all claims;
- C. Award the Association its costs and reasonable attorney's fees pursuant to A.R.S. §§ 12-341 and 12.341.01, A.R.S. § 33-1258, and any other applicable statute or contract provision; and
- D. Grant such other further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED this 30th day of March, 2026.

CHDB LAW LLP

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ORIGINAL of the foregoing e-filed
this 30th day of March, 2026.

COPY of the foregoing mailed/e-mailed
this 30th day of March, 2026, to:

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Plaintiff Pro Per

By: /s/ Suzanne Hilborn