

1 Lisa Marx
2 13610 N. 111th Ave.
3 Sun City, AZ 85351
4 602-748-7781
5 aimtodogood@gmail.com
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. CV 2025-012980

14 **PLAINTIFF'S SEPARATE**
15 **STATEMENT OF**
16 **FACTS IN SUPPORT OF MOTION**
17 **FOR PARTIAL SUMMARY**
18 **JUDGMENT**
19 **(CLAIMS 46 AND 91; 42, 87 and 127;**
20 **98 and 129)**

Honorable Adele Ponce

21 **PLAINTIFF'S SEPARATE STATEMENT OF FACTS**

22 **FOUNDATION (applicable to all claims)**

23 **1.** Plaintiff Lisa Marx owns Unit 5, Tract G, of Tara Condominiums, together with an
24 undivided 1/50th interest in the common area of Tract G. [EX A – Warranty Deed]

1 **Claim 46:** On or about July 20, 2024 – The Association changed insurance deductible
2 without holding a vote of the membership to change the By-Law requirement first. (By-
3 Law 1.09) Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

4 **Claim 91:** On or about July 20, 2024 – The Association changed insurance deductible
5 without holding a vote of the membership to change the By-law requirement first.
6 Violating A.R.S. § 33-1248. Violation of Restatement (Third) of Prop.: Servitudes §§
7 6.13–6.14.

8 **2.** By-Law § 2.05 required all unit owners to include in their personal property
9 insurance policy a rider to cover the deductible in the Association's insurance policy.
10 **[TARA000013–TARA000018 – By-Laws]**

11 **3.** By-Law § 1.09 states: “A proposed change or addition to these Bylaws and Rules
12 and Regulations may be made by the Board of Management, but such new rules,
13 changes or modifications must be approved by the simple majority (51%) of voters at
14 the next January annual meeting or a special meeting called by the Board of
15 Management.” **[TARA000013–TARA000018 – By-Laws]**

16 **4.** On May 29, 2024, American Family Insurance sent three renewal-related letters to
17 the Association providing notice of the upcoming policy renewal and premium
18 increase. **[EX 161 – Letters to Tara Board May 29, 2024 regarding Insurance Rate**
19 **Increase]**

20 **5.** The 2023–2024 American Family Insurance Certificate of Liability Insurance
21 confirmed the Association's master policy deductible was \$10,000.00. **[TARA002109 –**
22 **2023-08-01–2024-08-01 AFICS Certificate of Liability Insurance]** (small print paragraph)

23 **6.** At the July 20, 2024 Board meeting, Chairperson Gottmann stated: “We are
24 proposing to increase the deductible that each unit owner must carry to \$25,000 from

1 the current \$10,000 (saving \$7,399) and pay the invoice by July 31 to receive an
2 additional \$2,752 discount.” [TARA000057-TARA000059 – 2024-07-20 Tara Board
3 Meeting Minutes]

4 7. At the July 20, 2024 Board meeting, the Board passed the following motion with 5
5 “yes” votes of the board: “Motion to accept the American Family Master Insurance
6 Policy quote for Aug 1, 2024 through July 31, 2025 with a \$25,000 deductible and pay
7 the invoice by July 31 to receive the prepayment discount.” [TARA000057-
8 TARA000059 – 2024-07-20 Tara Board Meeting Minutes]

9 8. The July 20, 2024 Board meeting minutes contain no agenda item, no discussion,
10 no motion, and no vote proposing or calling for a membership vote on any amendment
11 to By-Law § 2.05 or By-Law § 1.09. [TARA000057-TARA000059 – 2024-07-20 Tara
12 Board Meeting Minutes]

13 9. No membership vote on any proposed amendment to By-Law § 2.05 or By-Law §
14 1.09 was held at any special meeting of the membership prior to implementing the
15 deductible change. [TARA000057-TARA000059 – 2024-07-20 Tara Board Meeting
16 Minutes; Marx Decl. ¶ 6]

17 10. The 2024-2025 American Family Insurance Certificate of Liability Insurance
18 confirmed the Association's master policy deductible had been changed to \$25,000.00
19 effective August 1, 2024. [TARA002155 – 2024-08-01-2025-08-01 AFICS Certificate of
20 Liability Insurance Association] (small print paragraph)

21 11. On July 22, 2024, the Association issued an “Annual Notice of Master Policy
22 Owner Deductible Responsibility” formally notifying all owners that the deductible
23 had increased to \$25,000.00. [TARA003549 – Owner's Annual Notice, July 22, 2024 –
24 Deductible Responsibility]

1 **12.** The 2024–2025 Unit Owner Insurance Letter notified all owners of the new
2 \$25,000.00 deductible requirement. [TARA002160 – 2024–2025 AFICS Unit Owner
3 Insurance Letter]

4 **13.** Plaintiff personally received the 2024–2025 Unit Owner Insurance Letter notifying
5 her that her personal insurance rider obligation under By-Law § 2.05 had increased
6 from \$10,000.00 to \$25,000.00 effective August 1, 2024. [TARA002160 – 2024–2025
7 AFICS Unit Owner Insurance Letter; Marx Decl. ¶ 5]

8 **14.** The Association's master property insurance policy certificate for the term August
9 1, 2024 to August 1, 2025 states a “Building All Perils Deductible \$25,000 Except Water,
10 \$25,000 Per Unit.” [TARA002155 – Certificate of Liability Insurance, 2024–2025]

11 **15.** On July 22, 2024, the Association sent unit owners, including Plaintiff, an Owner's
12 Annual Notice stating a deductible amount of \$25,000 and providing a signature line
13 for the owner to accept liability for the deductible. [TARA003549 – Owner's Annual
14 Notice - Deductible Responsibility]

15 **16.** On July 17, 2024, Chairperson Mark Gottmann emailed the other Board members
16 the American Family Insurance renewal proposal and wrote: “We will want to choose
17 the \$25,000 level for both.” [TARA002282–TARA002285 – July 17, 2024 Email
18 Exchange re Water Deductible]

19 **Claim 42:** On or about October 19, 2024 – Association conducted Association business
20 and secured an assessment agreement outside a public meeting, refusing to call a
21 meeting to turn in budget votes and passed the budget, violating By-Law 1.09, and
22 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

23 **Claim 87:** On or about October 19, 2024 – Association conducted Association business
24 and secured an assessment agreement outside a public meeting and refused to call a

1 meeting to turn in budget votes and passed the budget, violating A.R.S. § 33-1248.

2 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

3 **Claim 127:** The Association failed to provide an in-person voting opportunity and
4 omitted the ballot return time, thereby denying Plaintiff her statutory right to cast a
5 ballot in person violating A.R.S. § 33-1250 and Restatement (Third) of Prop.: Servitudes
6 §§ 6.13–6.14.

7 **17.** On October 10, 2024, Chairperson Mark Gottmann and Budget Committee chair
8 Stephanie Buschart emailed the Budget Committee members two draft 2025 budgets
9 and stated: “We need to agree on a budget to present to the board for a vote by the end
10 of this month and send out ballots to be returned by the end of Nov so we can get the
11 new assessments to Colby the first week of Dec so the January statements have the new
12 assessments.” [TARA006617 – October 10, 2024 Budget Committee email from
13 Gottmann and Buschart]

14 **18.** At the October 19, 2024 Budget Committee meeting, Chairperson Gottmann
15 stated on the record that he had conversations with Board members outside the
16 meeting and reached a consensus to recommend a \$50 monthly assessment increase
17 together with a \$900 one-time assessment. [EX 10 – TRANSCRIPT and EX 10 AUDIO,
18 October 19, 2024 Budget Committee Meeting, 1:06–2:04, EX 10 AUTHENTICATION
19 OF TRANSCRIPT Budget Meeting OCT. 19, 2024]

20 **19.** At the October 27, 2024 Board meeting, the Board moved and voted five to zero
21 to, “approve the 2025 Budget from the Tara Budget Committee including a \$50 increase
22 in the monthly assessment to go into effect on January 1, 2025.” [TARA000074–
23 TARA000075 – October 27, 2024 Tara Board Meeting Minutes]
24

1 **20.** On or about October 31, 2024, the Association distributed the 2025 Budget
2 Ratification ballot by email directing that completed ballots be returned solely by mail
3 to the Condominium Owners Association of Sun City no later than November 20, 2024.
4 **[TARA003927; TARA003929 – October 31, 2024 Budget Vote email and Tara 2025**
5 **Budget Ballot]**

6 **21.** The ballot did not specify a time of day by which a completed ballot had to be
7 delivered in order to be counted. **[TARA003929 – Tara 2025 Budget Ballot]**

8 **22.** The ballot provided no opportunity for in-person voting and no notice of any
9 meeting at which owners could cast ballots in person. **[TARA003929 – Tara 2025**
10 **Budget Ballot]**

11 **23.** The ballot stated: “A majority no vote (51% of owners or 26 owners) requires the
12 association to return to the previous year budget and pull from reserves for any deficits
13 until a new budget can be passed. AZ Condo Act 33-1243.” **[TARA003929 – Tara 2025**
14 **Budget Ballot]**

15 **24.** On November 3, 2024, Plaintiff sent the Board a written letter quoting A.R.S. §§
16 33-1250(C), 33-1250(D), and 33-1243(D) verbatim, identifying that the ballot provided
17 no in-person voting, specified no return time to the Board, directed ballots to a third
18 party rather than the Board, and misstated § 33-1243(D), and stating that “[t]he board
19 needs to call a meeting for the ballots to be returned in person to fulfill the
20 requirements of the law.” **[EX 178 – Plaintiff's November 3, 2024 letter to the Board]**

21 **25.** In response to Plaintiff's First Set of Requests for Admissions, the Association
22 admitted that the Board received Plaintiff's November 3, 2024 letter and stated that “the
23 Board determined that no meeting or other action was required in response.” **[EX 1**
24

1 **Disclosure** — Association's Response to First Set of Requests for Admissions,
2 December 29, 2025]

3 **26.** No Board meeting notice, agenda, minutes, or recorded vote for any meeting held
4 between November 3, 2024 and November 20, 2024 at which the Board discussed or
5 voted on Plaintiff's November 3, 2024 letter was produced by the Association in
6 discovery. [Marx Decl. ¶ 9]

7 **27.** The Board set no date for a meeting of the unit owners to consider ratification of
8 the 2025 budget. [TARA000074-TARA000075 — Association meeting minutes
9 produced in discovery; Marx Decl. ¶ 9]

10 **28.** The mail-only process concluded on November 20, 2024 with the adoption of the
11 2025 budget and the \$50 per month assessment increase. [TARA003929; TARA003728
12 — Tara 2025 Budget Ballot and budget vote results]

13 **29.** At the Association's January 11, 2025 annual meeting, the matters submitted to
14 the members for a ballot vote were the approval of prior meeting minutes and the
15 election of directors; no vote of the membership was taken to ratify the 2025 budget or
16 the \$50 monthly assessment increase. [TARA002077-TARA002081 — January 11, 2025
17 Annual Meeting Minutes]

18 **Claim 98:** On or about December 16, 2024, Association refused Plaintiff's request for a
19 printed ballot, Annual Meeting package, to call an open meeting to turn in ballots, and
20 printed communications, restricting delivery methods without authority, violating
21 A.R.S. § 33-1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

22 **Claim 126:** On or about December 16, 2024, the Association refused Plaintiff's request
23 for a printed ballot, Annual Meeting package, to call an open meeting to turn in ballots,
24

1 and printed communications, restricting delivery methods without authority, violating
2 A.R.S. § 33-1250 and Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

3 **30.** On December 9, 2024, the Association emailed owners the 2025 annual-meeting
4 packet, stating, “Please see the following documents: Minutes from last year's annual
5 meeting, to be approved on the enclosed ballot,” and attaching the 2025 Board-member
6 ballot and annual-meeting materials. [TARA003742–TARA003743 – December 9, 2024
7 email transmitting the 2025 annual-meeting packet and ballot; **Marx Decl. ¶ 11]**

8 **31.** The December 9, 2024 email stated that the ballot “needs to be filled out and
9 returned” by mail to the Sun City COA, and provided no option to return the ballot in
10 person. [TARA003742–TARA003743 – December 9, 2024 email]

11 **32.** The Board-member ballot transmitted on December 9, 2024 stated that it “must be
12 received by the COA **no later than December 30, 2024,**” specified no time of day,
13 directed that it be “returned by mail to” the Sun City COA, and stated “THIS BALLOT
14 IS IRREVOCABLE ONCE SUBMITTED.” [TARA003744 – December 9, 2024 Board-
15 member ballot (first version)]

16 **33.** On December 11, 2024, Plaintiff emailed Board Chairman Mark Gottmann stating
17 that denying members the right to turn in ballots in person violated A.R.S. § 33-1250,
18 set out the text of subsection (C) including its requirement that the ballot specify the
19 time and date by which the ballot must be delivered to the board of directors, and
20 asked the Board to “resubmit ballots that are correct and allow for in person voting.”
21 [TARA003735 – December 11, 2024 email from Lisa Marx to Mark Gottmann; **Marx**
22 **Decl. ¶ 12]**

23 **34.** On December 12, 2024, the Board emailed that “we should allow for Tara
24 homeowners to bring their ballots in person” to the January 11, 2025 annual meeting,

1 stated it had changed the ballot accordingly, and added that “It is recommended that
2 you send the ballot to be counted by the COA to remove any possibility of a conflict of
3 interest.” [TARA003582-TARA003583 – December 12-16, 2024 email chain]

4 **35.** The Board-member ballot transmitted on December 12, 2024 stated that it “must
5 be received by the COA **no later than January 9, 2024** ... or brought to the Tara annual
6 meeting on January 11, 2025,” specified no time of day, and stated “THIS BALLOT IS
7 IRREVOCABLE ONCE SUBMITTED.” [TARA003590 – December 12, 2024 Board-
8 member ballot (second version)]

9 **36.** On December 13, 2024, Plaintiff emailed the Board requesting “a printed copy of
10 all of the 2025 annual meeting package” and, going forward, “a printed copy of all
11 communication from the association.” [TARA003582-TARA003583 – December 12-
12 16, 2024 email chain; **Marx Decl. ¶ 13**]

13 **37.** On December 16, 2024, the Association replied to Plaintiff in a message signed
14 “The Tara Condominiums Association Board,” blind-copied to the Association’s four
15 other Board members: “No, we will not be providing you with a printed copy of all
16 communications from Tara. You have a working email address and printer.”

17 [TARA003584 – December 16, 2024 Board email produced in discovery]

18 **38.** On December 16, 2024, Plaintiff replied that she was “entitled to request all
19 communications in print, just as others in our community receive them in printed
20 form.” [TARA003582-TARA003583 – December 12-16, 2024 email chain; **Marx Decl.**
21 **¶ 14**]

22 **39.** On December 21, 2024, the Board emailed a reminder asking owners to “mail in
23 your Tara Board Candidate Ballot to the Sun City COA,” attaching a further version of
24

1 the ballot and the annual-meeting agenda. [TARA004190-TARA004191 – December
2 21, 2024 reminder email]

3 **40.** The Board-member ballot transmitted on December 21, 2024 stated that it “must
4 be received by the COA **no later than January 9, 2025** ... or brought to the Tara annual
5 meeting on January 11, 2025,” specified no time of day, and stated “THIS BALLOT IS
6 IRREVOCABLE ONCE SUBMITTED.” [TARA004192 – December 21, 2024 Board-
7 member ballot (third version)]

8 **41.** The original notice of the January 11, 2025 annual meeting sent out an agenda
9 with no item for collecting or counting ballots brought in person, and stated: “A packet
10 for the meeting will follow via email. Please contact the Board if you need a hard copy
11 of the packet.” [TARA006508 – Notice of Annual Meeting (original agenda)]

12 **42.** A revised notice of the January 11, 2025 annual meeting added agenda items for
13 “Collection of any Board of Director Ballots brought to annual meeting before 11 AM”
14 and “Counting of ballots by volunteers while meeting continues.” [TARA006547 –
15 Notice of Annual Meeting (revised agenda), December 21, 2024]

16 **43.** In prior years, the Association delivered printed annual-meeting packets by hand
17 to owners residing in the community and mailed printed packets to owners residing
18 out of town. [Marx Decl. ¶ 15]

19 **44.** Colby Management's Schedule of Services, effective January 1, 2023, lists a charge
20 for mailed monthly statements of “\$2.01 - Mailed” and for emailed statements of “\$0.86
21 - Emailed.” [EX 503 – Colby Management Schedule of Services, effective January 1,
22 2023]

23 **45.** The Association's December 2023 financial statements record \$809.83 in
24 homeowner-statement charges (account 506) for the year and payments to Lisa Marx

1 for "Annual Meeting Packets & Mailing Envelopes" (\$138.40) and "Postage for Annual
2 Meeting Packets" (\$16.56). [EX 504 – December 2023 Tara Condominiums Association
3 financial statements]

4 **46.** No open Board meeting, agenda, motion, or vote preceded the Association's
5 refusal to provide Plaintiff printed copies, and Plaintiff is aware of none. [Marx Decl. ¶
6 **16]**

7 RESPECTFULLY SUBMITTED this 11th day of July, 2026.

8 /s/ Lisa Marx

9 Lisa Marx, Plaintiff Pro Se

10 13610 N. 111th Ave.

11 Sun City, AZ 85351

12 602-748-7781

13 aimtodogood@gmail.com

14 **CERTIFICATE OF SERVICE**

15 I certify that on July 11, 2026, a true copy of the foregoing was served via e-file to the
16 Court and Defendant's Counsel and by email on counsel for Defendant:

17 Chuck Oldham – Chuck.Oldham@chdblaw.com

18 Ari Bowhay – Ari.Bowhay@chdblaw.com

19 /s/ Lisa Marx

20 Lisa Marx, Plaintiff Pro Se

21 13610 N. 111th Ave.

22 Sun City, AZ 85351

23 602-748-7781 aimtodogood@gmail.com
24