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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,

Case No. CV 2025-012980

12 vs.

13 Tara Condominiums Association, Inc.,

**PLAINTIFF'S SEPARATE
STATEMENT OF FACTS IN
SUPPORT OF PLAINTIFF'S
MOTION FOR PARTIAL
SUMMARY JUDGMENT
RE: CLAIMS 30, 47, 74, 103, AND 108;
48 AND 92**

Honorable Adele Ponce

18
19 Pursuant to Ariz. R. Civ. P. 56(c)(3), Plaintiff Lisa Marx submits the following Separate
20 Statement of Facts in support of her Motion for Partial Summary Judgment on Claims
21 30, 47, 74, 103, and 108; 48 and 92

22 **FOUNDATION (APPLICABLE TO ALL CLAIMS)**

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

1 **Marx Decl. ¶ 3]**

2 **2.** The Articles of Incorporation of the Tara Condominiums Association, Paragraph
3 4 (“Character of Affairs”), state that the purpose of the Corporation is to uphold and
4 enforce the provisions of the Declaration of Restrictions recorded at Docket 8008, Page
5 724, and all amendments thereto, and to perform the powers and duties imposed or
6 granted by its By-Laws. [TARA000019 - TARA000025 – Articles of Incorporation, ¶ 4]

7 **3.** The Declaration of Restrictions, § 9.E, provides: “A majority vote of the Managers
8 shall entitle said Board to carry out action on behalf of the owners of the units.”

9 [TARA000004 – Declaration of Restrictions, § 9.E]

10 **4.** The Declaration of Restrictions, ¶ 12.B, provides that the Board of Management
11 shall have the right and power “[t]o use and expend the assessments collected to
12 maintain, care for and preserve the common elements, buildings, grounds and
13 improvements (other than interior of the buildings).” [TARA000004 - TARA000006 –
14 Declaration of Restrictions, ¶ 12.B]

15 **5.** The Declaration of Restrictions, ¶ 13, provides: “In the event any common areas
16 or common element (exclusive of any party wall), carport or storage facility is damaged
17 or destroyed through the negligent or culpable act of an owner or any guests, agents, or
18 members of his family, such owner does hereby irrevocably authorize the Board of
19 Management to repair said damaged area or element . . . The owner shall then repay
20 the Board of Management in the amount actually expended for said repairs.”

21 [TARA000006 - TARA000007 – Declaration of Restrictions, ¶ 13]

22 **6.** The Declaration of Restrictions, ¶ 13.A, provides: “Each unit owner further
23 agrees that these charges for repairs, if not paid within ten (10) days after completion of
24 the work, shall become a lien upon said owner’s residence unit and percentage

ownership of the common elements and shall continue to be such lien until fully paid.”

[TARA000006 - TARA000007 – Declaration of Restrictions, ¶ 13.A]

7. The By-Laws of the Tara Condominiums Association, § 1.08, “ADMINISTRATION OF REGULATIONS,” provide: “It shall be the duty of the Board of Management to impartially administer the regulations governing the use and occupancy of the units.” [TARA000013 - TARA000018 – Tara By-Laws, § 1.08]

SAC Claim 30: In early 2024, Association approved roof repairs at 13609 N. Newcastle without open-meeting approval, violating Declaration § 9.E. and Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14. Loss of member governance participation rights affecting common area alterations.

SAC Claim 47: On or about February 24, 2024, the Tara Condominium Association, through its Board, approved a roof repair to a common element and unlawfully assessed half the cost to an individual unit owner and half to the Association, without an open meeting. This violated the Declaration of Restrictions 9.E., By-Law § 1.08, Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

SAC Claim 74: In early 2024, Association approved roof repairs at 13609 N. Newcastle without open-meeting approval, violating Declaration § 9.E. and Servitudes § 6.13. Loss of member governance participation rights affecting common area alterations. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14. Violation of A.R.S. § 33-1248.

SAC Claim 103: On or about February 24, 2024, the Tara Condominium Association, through its Board, approved a roof repair to a common element and unlawfully assessed half the cost to an individual unit owner and half to the Association. It violated A.R.S. § 33-1212. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–

1 6.14.

2 **SAC Claim 108:** On or about February 24, 2024, the Tara Condominium Association,
3 through its Board, approved a roof repair to a common element and unlawfully
4 assessed half the cost to an individual unit owner and half to the Association, without
5 an open meeting. This violated A.R.S. § 33-1247 by assessing a unit owner for a
6 common element without authority. Violation of Restatement (Third) of Prop.:
7 Servitudes §§ 6.13–6.14.

8 8. Legacy Repair Quote #924, sent January 26, 2024, identifies the recipient as “Tara
9 Condominiums, 13609 North Newcastle Drive, Sun City, Arizona 85351,” describes the
10 work as “SHINGLE ROOF REPAIR,” and states a total of \$1,150.00. [EX D Roof
11 FULLEN – Legacy Repair Quote #924, EX F Roof FULLEN – Affidavit of Cynthia
12 Fullen, ¶ 7]

13 9. The minutes of the February 1, 2024 Executive Board Meeting state: “Judy
14 reported on update on Roof repair issues at [redacted] Damage caused by removal of
15 patio cover by previous owner. Who is responsible for repairs? Tara or the homeowner,
16 that remains to be decided.” [TARA002084 – February 1, 2024 Executive Board
17 Meeting Minutes]

18 10. On February 13, 2024, Mark Gottmann, Chairperson, and Board member
19 Stephanie Buschart met with Cynthia Fullen at her home. [EX A Roof FULLEN; EX F
20 Roof FULLEN – Fullen witness disclosure and affidavit]

21 11. At the February 13, 2024 meeting, Gottmann and Buschart provided Fullen with
22 the Legacy Repair letter dated January 23, 2024 and an estimate of \$1,150.00. [EX D
23 Roof FULLEN – Legacy Repair letter and estimate, EX F Roof FULLEN – Affidavit of
24 Cynthia Fullen, ¶ 7]

1 **12.** At the February 13, 2024 meeting, Gottmann stated that the Association was not
2 prepared to pay the total cost of the roof repair and suggested that the cost be shared
3 on a 50/50 basis between Fullen and the Association. **[EX F Roof FULLEN – Affidavit**
4 **of Cynthia Fullen, ¶ 4]**

5 **13.** On February 13, 2024 at 5:23 p.m., Mark Gottmann, writing from the Tara Condo
6 Assoc email account and signing as “Mark Gottmann, Chairman, Tara Condominiums
7 Association,” emailed Cynthia Fullen: “It was nice to meet you this afternoon. I have
8 attached the letter and estimate from the roofer.” **[EX D Roof FULLEN – Gottmann**
9 **email, February 13, 2024, EX F Roof FULLEN – Affidavit of Cynthia Fullen, ¶ 7]**

10 **14.** On February 16, 2024, Mark Gottmann issued a Notice of an Executive Board
11 Meeting scheduled for February 18 at 4:30 PM, stating that “The Board of Directors will
12 be meeting in Executive Session pursuant to A.R.S. Section 33-1248.2,” and that “This
13 meeting is only open to the Board of Directors.” **[TARA002087 – Notice of an**
14 **Executive Board Meeting, February 16, 2024]**

15 **15.** The Notice of a Board Meeting of the Tara Condominium Owners’ Association
16 for February 17, 2024 contains no reference to the roof repair at 13609 N. Newcastle,
17 any repair estimate, or any cost split with a unit owner. **[TARA000042 – Notice of**
18 **Board Meeting, February 17, 2024]**

19 **16.** On February 17, 2024, the Association held a Board Meeting with all board
20 members present; the unit owners present included Lisa Marx and Cynthia Fullen.
21 **[TARA000043 – TARA000044 – February 17, 2024 Board Meeting Minutes]**

22 **17.** The February 17, 2024 Board Meeting Minutes contain no reference to the roof
23 repair at 13609 N. Newcastle, and contain no motion, second, discussion, or vote
24

1 concerning that repair. [TARA000043 – TARA000044 – February 17, 2024 Board
2 Meeting Minutes]

3 **18.** On February 17, 2024 at 3:27 p.m., Cynthia Fullen emailed the Association and
4 Mark Gottmann: “Wanted to let you know that we will accept the 50-50 split of the
5 expense for our roof repair as long as it is not more than the estimated cost. Please let
6 me know the Board’s decision . . .” [EX D Roof FULLEN – Fullen email, February 17,
7 2024, EX F Roof FULLEN – Affidavit of Cynthia Fullen, ¶ 7]

8 **19.** On February 18, 2024, the Board convened the “Executive Board Meeting” with
9 four board members present: Stephanie Buschart, Dennis Anderson, and Mark
10 Gottmann in person, and Judy Rice by telephone. The meeting lasted two minutes.
11 [TARA002086 – February 18, 2024 Executive Session Minutes]

12 **20.** The minutes of the February 18, 2024 Executive Board Meeting state: “The
13 question before the board is whether or not to agree to a 50/50 split of the cost to repair
14 the roof edge at [redacted] with the homeowner. The estimate from Legacy Repair, LLC
15 is \$1150.” [TARA002086 – February 18, 2024 Executive Board Meeting Minutes]

16 **21.** The minutes of the February 18, 2024 Executive Board Meeting further state:
17 “The board voted 4 to 0 to accept the 50/50 split of the bill with the homeowner.”
18 [TARA002086 – February 18, 2024 Executive Board Meeting Minutes]

19 **22.** On February 24, 2024, Plaintiff sent a written letter to the Board addressing the
20 common area responsibilities applicable to the roof repair at 13609 N. Newcastle. The
21 letter states: “I would like a written response to this letter with a full explanation of the
22 actions the board is going to take regarding the maintenance and repairs of the roof.”
23 [EX 60 – Plaintiff’s February 24, 2024 Letter to the Board; Marx Decl. ¶ 6]
24

1 **23.** On February 24, 2024, Plaintiff sent an email to the Board regarding the
2 Association's responsibilities applicable to the roof repair at 13609 N. Newcastle. [EX
3 **188 – Plaintiff's February 24, 2024 Email to the Board; Marx Decl. ¶ 6]**

4 **24.** The Board did not respond in writing to Plaintiff's February 24, 2024 letter or to
5 Plaintiff's February 24, 2024 email. [Marx Decl. ¶ 9]

6 **25.** Legacy Repair issued Invoice #668, dated February 29, 2024, to "Cynthia Fullen,
7 13609 North Newcastle Drive," for "SHINGLE ROOF REPAIR" in the total amount of
8 \$575.00, bearing the notation: "*** 50% INVOICE PER MARK GOTTMANN ***" [EX E
9 **Roof FULLEN – Legacy Repair Invoice #668, EX F Roof FULLEN – Affidavit of**
10 **Cynthia Fullen, ¶ 7]**

11 **26.** Cynthia Fullen paid Invoice #668 in the amount of \$575.00 on March 1, 2024. [EX
12 **E Roof FULLEN – Legacy Repair Invoice #668; EX F Roof FULLEN – Affidavit of**
13 **Cynthia Fullen, ¶ 5]**

14 **27.** On March 8, 2024, the Association paid Legacy Repair LLC \$575.00 on Invoice
15 #667, described as "Shingle Roof Repair," and posted the payment to Account 321 –
16 Reserve-Roofing. [TARA000229 - TARA000249 – 2024-03 March2024TaraFinancials
17 (TARA000248, TARA000236), General Ledger Report, Account 321 – Reserve-Roofing]

18 **28.** Plaintiff's Request for Production No. 2 sought "All signed minutes from Tara
19 Board meetings held from January 1, 2024, through April 30, 2025, including any
20 attachments, agendas, exhibits, or related documents." The Association responded that
21 it "has conducted a reasonable search for responsive documents and has produced all
22 non-privileged responsive documents currently known." [EX 4 DISCLOSURE –
23 Association's Response to Plaintiff's First Set of Requests for Production, March 16,
24 2026]

1 **29.** No minutes of any open meeting of the Board authorize the roof repair at 13609
2 N. Newcastle or the 50/50 cost split. **[EX 4 DISCLOSURE – Association’s Response**
3 **to Plaintiff’s First Set of Requests for Production No. 2; Marx Decl. ¶ 4]**

4 **SAC Claim 48:** On or about January 2024, the Tara Condominium Association, acting
5 through its Board, released a lien against owners James Watkins and Nancy Aldis for
6 property damage for which they alone were obligated to pay, without receiving
7 payment. This action forgave a personal debt and wrongfully shifted that obligation to
8 all other unit owners, in violation of the Declaration of Restrictions 13, and 13(A), By-
9 Law § 1.08, By-Law § 1.06, Declaration § 9.E, Restatement (Third) of Prop.: Servitudes
10 §§ 6.13–6.14.

11 **SAC Claim 92:** On or about January 2024, the Tara Condominium Association, acting
12 through its Board, released a lien against owners James Watkins and Nancy Aldis for
13 property damage for which they alone were obligated to pay, without receiving
14 payment. This action forgave a personal debt and wrongfully shifted that obligation to
15 all other unit owners, in violation of A.R.S. § 33-1248. Violation of Restatement (Third)
16 of Prop.: Servitudes §§ 6.13–6.14.

17 **30.** On November 24, 2023, the Board sent James Watkins and Nancy Aldis a
18 violation letter. The letter states that the areas in front of their carport “were marked up
19 with paint by utilities in regards to a project that you did on the building that you live
20 in,” that “The asphalt was newly sealed on October 6, 2023,” that “This project
21 benefitted you alone and therefore it is your responsibility alone to repair the damages
22 to the asphalt,” and that “All costs not paid within the 10 days allowed will become a
23 lien as stated.” The letter gives the owners the right to respond in writing by certified
24 mail within 21 business days and the right to petition the Arizona Department of Real

1 Estate for an administrative hearing pursuant to A.R.S. § 32-2199.01. [EX 192 –
2 Violation letter to Aldis and Watkins, November 24, 2023; **Marx Decl. ¶ 7]**

3 **31.** On December 26, 2023, the Board sent James Watkins and Nancy Aldis a letter
4 stating: “the Tara Board hired a vendor to come in and clean up the paint as was told to
5 you in the letter. The cost for this repair is \$323.63 and is due and payable in the next
6 ten days.” The letter further states that if payment is not delivered by January 5, 2024,
7 “a lien will be placed against your property for the \$323.63 plus the costs of the lien and
8 the lien release for some future date as stated in our C,C, and Rs point 13.” [EX 194 –
9 Letter to James Watkins for money due regarding paint removal, December 26, 2023;
10 **EX 195 – Signed portion of the December 26, 2023 letter; Marx Decl. ¶ 7]**

11 **32.** Dayflipper, LLC issued Invoice #2355, completion date December 26, 2023, to
12 Tara COA for “Removal of spray paint on asphalt,” in the total amount of \$300.00. [EX
13 **201 – Dayflipper, LLC Invoice #2355; Marx Decl. ¶ 7]**

14 **33.** The Association issued a voucher dated December 27, 2023 in the amount of
15 \$23.63 for sealant, charged to Account 544 – Maintenance & Repairs. [EX 200 – Invoice
16 for Payment, December 27, 2023; **Marx Decl. ¶ 7]**

17 **34.** On January 5, 2024, the Association executed a Notice and Claim of Lien against
18 the property of Nancy J. Aldis and James M. Watkins at 13602 N. Silverbell Drive,
19 Parcel # 200-58-378, stating: “The lot owner(s), currently owes \$383.63 in delinquent
20 fees incurred from damage done to the Tara Association property and lien charges
21 which are a personal obligation of the owner(s) according to the Tara Declaration
22 points 13 and 13A.” The lien was recorded on January 9, 2024 as Lien #2024-0012143.
23 [EX 197 – Notice and Claim of Lien, January 5, 2024; EX 198 – Notice of Claim of Lien
24 letter to Watkins and Aldis; EX 202 – Recording Fee, January 5, 2024; **Marx Decl. ¶ 7]**

1 35. James Watkins and Nancy Aldis did not respond in writing to the violation
2 letters, did not appeal any violation cited or penalty imposed, and did not petition the
3 Arizona Department of Real Estate for an administrative hearing. **[Marx Decl. ¶ 8]**

4 36. The Homeowner Activity Report for the period 4/1/2024 – 4/30/2024 shows the
5 account of James M Watkins and Nancy J Aldis with a prior balance of \$1,466.59,
6 payments of (\$260.00), an adjustment of \$0.00, and an ending balance of \$1,466.59.
7 **[TARA000250 - TARA000268 – 2024-04 TaraFinancialsApril2024 (TARA000254)]**

8 37. On May 20, 2024, Mark Gottmann issued a Notice of an Executive Board Meeting
9 scheduled for May 22 at 4:30 PM, stating that “The Board of Directors will be meeting
10 in Executive Session pursuant to A.R.S. Section 33-1248.2,” and that “This meeting is
11 only open to the Board of Directors.” **[TARA002088 – Notice of an Executive Board
12 Meeting, May 20, 2024]**

13 38. The May 20, 2024 notice did not state any agenda items. **[TARA002088 – Notice
14 of an Executive Board Meeting, May 20, 2024]**

15 39. On May 22, 2024, the Board held an Executive Board Meeting with four board
16 members present: Stephanie Buschart, Dennis Anderson, Mark Gottmann, and Judy
17 Rice. **[TARA006626 – May 22, 2024 Executive Board Meeting Minutes]**

18 40. The minutes of the May 22, 2024 Executive Board Meeting state: “The next item is
19 the lien on [redacted] property for 383.63 resulting from the covering of the spray
20 painting by utilities on the alleyway. Associations can only file a lien on a property for
21 failure to pay a monthly assessment or a special assessment, not fines for rule
22 violations.” **[TARA006626 – May 22, 2024 Executive Board Meeting Minutes]**

23 41. The minutes of the May 22, 2024 Executive Board Meeting further state: “A
24 motion was presented by Mark Gottmann to remove the lien on Jim Watkins account,”

1 seconded by Dennis Anderson, and the Board voted Yes: 4, No: 0, Abstain: 0.

2 [TARA006626 – May 22, 2024 Executive Board Meeting Minutes]

3 42. On May 28, 2024, a Certification of Satisfaction of Lien releasing the claim of lien
4 recorded on January 9, 2024 against Parcel # 200-58-378 was executed by Mark
5 Gottmann as Chairperson and recorded as instrument no. 20240336966. [EX 203 –
6 Certification of Satisfaction of Lien, May 28, 2024; Marx Decl. ¶ 7]

7 43. The Homeowner Activity Report for the period 5/1/2024 – 5/31/2024 shows the
8 account of James M Watkins and Nancy J Aldis with a prior balance of \$1,466.59,
9 payments of (\$260.00), an adjustment of (\$1,466.59), and an ending balance of \$0.00.

10 [TARA000269 - TARA000283 – 2024-05 TaraFinancialsMay2024 (TARA000273)]

11 44. No minutes of any open meeting of the Board authorize the release of the lien
12 against the Watkins and Aldis property or the removal of the amounts charged to their
13 account. [EX 4 DISCLOSURE – Association’s Response to Plaintiff’s First Set of
14 Requests for Production No. 2; Marx Decl. ¶ 5]

15
16 RESPECTFULLY SUBMITTED this 13th day of July, 2026.

17 /s/ Lisa Marx

18 Lisa Marx, Plaintiff Pro Se

19 13610 N. 111th Ave.

20 Sun City, AZ 85351

21 602-748-7781

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23

24 CERTIFICATE OF SERVICE

1 I certify that on July 13, 2026, a true copy of the foregoing was served via e-file to the
2 Court and Defendant's Counsel and by email on counsel for Defendant:

3
4 Chuck Oldham — Chuck.Oldham@chdblawn.com

5 Ari Bowhay — Ari.Bowhay@chdblawn.com
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