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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 32, 76, 39 AND 84,
83, 44 AND 89**

Honorable Adele Ponce

18
19 **FOUNDATIONAL FACTS**

- 20 **1.** Tara Condominium Association, Inc. is an Arizona non-profit corporation
21 organized under A.R.S. § 10-3101 et seq., Arizona Corporation Commission File No.
22 1351119-2. [**TARA000019-TARA000025** – Articles of Incorporation]
- 23 **2.** The Association is governed by its Declaration of Restrictions recorded in the
24 Maricopa County Recorder's office at Docket 8008, Page 724, its By-Laws and Rules

1 and Regulations dated January 2018, and its Articles of Incorporation. [TARA000001-
2 TARA000012 – Declaration of Restrictions; TARA000013-TARA000018 – By-Laws
3 and Rules, January 2018; TARA000019-TARA000025 – Articles of Incorporation]

4 3. Plaintiff Lisa Marx is the owner of Unit 5 located at 13610 N. 111th Ave., Sun
5 City, Arizona 85351, and is a member of the Association subject to its governing
6 documents. [EX A – Marx Warranty Deed; TARA000001-TARA000012 – Declaration
7 of Restrictions § 1; Marx Decl. ¶ 2]

8 4. Mark Gottmann acted as Chairperson of the Board of Directors of the Tara
9 Condominium Association at all times relevant to this action. [TARA002084 –
10 February 1, 2024 Tara Executive Board Meeting Minutes; EX 3 DISCLOSURE –
11 Association’s Response to Plaintiff’s First Set of Interrogatories]

12
13 **SAC Claim 32:** In 2024, Association conducted Association business and performed
14 landscaping work with favoritism as to selectively decide who could participate
15 without open-meeting approval, violating Declaration § 9.E. Restatement (Third) of
16 Prop.: Servitudes §§ 6.13–6.14.

17 **SAC Claim 76:** In 2024, Association conducted Association business and performed
18 landscaping work with favoritism as to selectively decide who could participate
19 without open-meeting approval, violating A.R.S. § 33-1248. Violation of Restatement
20 (Third) of Prop.: Servitudes §§ 6.13–6.14. Also violating A.R.S. § 10-11601.

21 5. Declaration § 9.E provides: “A majority vote of the Managers shall entitle said
22 Board to carry out action on behalf of the owners of the units.” [TARA000004 –
23 Declaration of Restrictions § 9.E]

24 6. The January 20, 2024 Board Meeting notice listed as an agenda item "Looking for

1 volunteers for Landscaping Committee," with Plaintiff serving as chair of that
2 committee. [TARA000039 – 2024-01-20 Notice of Board Meeting]

3 7. The January 20, 2024 Board Meeting Minutes record that Renee Snow
4 volunteered to serve on the Landscaping Committee at that open meeting.
5 [TARA000040-TARA000041 – 2024-01-20 Tara Board Meeting Minutes]

6 8. The February 17, 2024 Board meeting notice and minutes contain no agenda
7 item, motion, discussion, or vote to dissolve the Landscaping Committee or remove
8 Plaintiff. [TARA000042 – 2024-02-17 Notice of Board Meeting; TARA000043-
9 TARA000044 – 2024-02-17 Tara Board Meeting Minutes]

10 9. The February 1, 2024 Executive Board Meeting Minutes show that the Board
11 voted in closed executive session to send Plaintiff an email removing her from the
12 Landscaping Committee and dissolving the committee. [TARA002084 – 2024-02-01
13 Tara Executive Board Meeting Minutes]

14 10. The February 1, 2024 Executive Board Meeting Minutes contain no record of any
15 communication being sent to Renee Snow regarding the dissolution of the committee.
16 [TARA002084 – 2024-02-01 Tara Executive Board Meeting Minutes]

17 11. The Spring 2024 Newsletter, transmitted to all members by email on March 17,
18 2024, states that "Dennis and Mark, and resident volunteers have been busy around the
19 grounds, filling up depressions in the grass areas of the community," and does not
20 identify Plaintiff among those participants. [EX 16 – Spring 2024 Newsletter Email
21 dated March 17, 2024; EX 17 – Spring 2024 Newsletter]

22 12. The Spring 2024 Newsletter states that "Dennis and Mark painted the trunks of
23 all of the citrus trees in the community with the help of Debbie Nihei, per the arborist
24 at All American Arborists," and does not identify Plaintiff among those participants.

1 [EX 17 – Spring 2024 Newsletter]

2 13. The Spring 2024 Newsletter identifies as "resident volunteers" the individuals
3 who repaired a broken vent pipe on the roof of the south building of Aster Court,
4 reattached an A/C condensation line on the same roof, and re-secured loose nails in the
5 carport Facia at 13609 N Newcastle Dr., without identifying those individuals by name
6 or stating that any community-wide solicitation for volunteers was issued for that
7 work. [EX 17 – Spring 2024 Newsletter]

8 14. The Spring 2024 Newsletter states that Legacy Repair LLC repaired the roof on
9 the south side of Aster Court at the direction of the Board, and that an 80 foot section of
10 sprinkler system pipe was replaced in front of Aster Court, without identifying any
11 open Board meeting notice, agenda item, motion, or vote authorizing that work. [EX 17
12 – Spring 2024 Newsletter]

13 15. The Spring 2024 Newsletter identifies by first name the specific individuals who
14 performed landscaping work on the common elements – Dennis, Mark, and Debbie
15 Nihei. [EX 17 – Spring 2024 Newsletter]

16 16. Renee Snow's sworn affidavit states that Dennis Anderson and Mark Gottmann
17 performed work on the common areas of the Association without a vote of the Board
18 and without an open meeting. [EX G SNOW – Affidavit of Renee Snow, ¶ 14]

19 17. On March 9, 2024, Mark Gottmann and Dennis Anderson performed work on the
20 facia of the common-element buildings, as shown by security-camera images time-
21 stamped that date.[EX 28 – March 9, 2024 of Gottmann and Anderson work on facia]

22 18. The March 16, 2024 Board meeting notice contains no agenda item for any
23 community-wide solicitation for volunteers, any discussion of members' participation,
24

1 any description of any work to be done by volunteers, nor any vote of the Board
2 sanctioning those activities. [TARA000049 – 2024-03-16 Not. of March Bd Meeting]

3 **19.** The March 16, 2024 Board meeting minutes contain no agenda item for any
4 community-wide solicitation for volunteers, any discussion of members' participation,
5 any description of any work to be done by volunteers, nor any vote of the Board
6 sanctioning those activities. [TARA000050-TARA000051 – 2024-03-16 Tara Board
7 Meeting Minutes]

8 **20.** No open Board meeting notice or minutes from any meeting in 2024 contains any
9 agenda item for any community-wide solicitation for volunteers to help with
10 landscaping or maintenance, any discussion of members' participation, any description
11 of any work to be done by volunteers, nor any vote of the Board sanctioning those
12 activities. [TARA000039-TARA000075 – 2024 Board Meeting Notices and Minutes]

13 **21.** Renee Snow's sworn affidavit states that after mid-2023 Gottmann and Anderson
14 took control of landscaping, and that by February 2024 Gottmann disbanded all
15 committees and stated that volunteers would only be those he personally selected. [EX
16 G SNOW – Affidavit of Renee Snow, February 13, 2026, ¶¶ 4, 8]

17 **22.** By-Law § 1.03 provides that the Chairperson "shall appoint needed committees,
18 the committee chairperson and shall serve as an advisor to such committees."
19 [TARA000013-TARA000018 – By-Laws § 1.03, January 2018]

20 **23.** On April 23, 2024, Plaintiff emailed the Board and all Board members asking
21 when the Board voted in an open meeting to approve the various landscaping,
22 maintenance, and repair projects performed by Gottmann, Anderson, and other
23 individuals in 2024. [EX 18 – Plaintiff's April 23, 2024 email to Board]

24 **24.** On April 26, 2024, Plaintiff sent a follow-up email requesting to view all email

1 correspondence between Board members regarding each project and all documents
2 containing any Board votes approving those projects. [EX 19 – Plaintiff's April 26,
3 2024 email to Board]

4 **25.** Plaintiff's April 23, 2024 email specifically asked when a community-wide call for
5 volunteers had been issued, when an announcement had been made to the community
6 that people were meeting to do work on the property, and why Plaintiff had been
7 unilaterally removed from committees for volunteering work while others were
8 permitted to participate. [EX 18 – Plaintiff's April 23, 2024 email to Board, Question 8]

9 **26.** On April 27, 2024, Plaintiff submitted a formal statutory records request under
10 A.R.S. § 33-1258 seeking financial documents, all vouchers, contracts, invoices, and
11 records for each landscaping and repair project performed in 2024, and specifically
12 requesting copies of all requests to the community for volunteers. [EX 20 – Plaintiff's
13 April 27, 2024 records request, Items 12 and 16]

14 **27.** Plaintiff's records requests produced no minutes, notices, motions, votes, or other
15 records from any open Board meeting authorizing any of the 2024 landscaping,
16 maintenance, or repair projects described in ¶¶ 11 through 20, and produced no copies
17 of any community-wide solicitation for volunteers. [EX 18; EX 19; EX 20 – Plaintiff's
18 April 2024 emails and records request; TARA000039–TARA000075 – 2024 Board
19 Meeting Notices and Minutes]

20 **28.** On May 12, 2025, Association counsel sent Plaintiff a cease and desist letter
21 stating that “individual unit owners do not have authority per the Declaration to take
22 any maintenance action on the common elements without Board authorization,” and
23 specifically ordering Plaintiff to cease “Washing and/or using a leaf blower to clean
24 your carport and carports of other owners; Washing the alleyways; Applying weed

1 killer and pest control products in front of your unit and other units; Removing weeds;
2 [and] Applying a blacktop sealer on the center area cracks in the alleyway behind your
3 unit,” citing Declaration Article 12 Sections B, F and K, and threatening injunctive relief
4 and breach of contract suits. **[EX 2 TRAVIS – Travis Law Firm Cease and Desist**
5 **Letter to Plaintiff, May 12, 2025]**

6 **29.** On the same date, May 12, 2025, Association counsel sent unit owner Mildred
7 Edwards a cease and desist letter demanding that she cease all maintenance of the
8 common elements. **[EX 3 TRAVIS – Travis Law Firm Cease and Desist Letter to**
9 **Mildred Edwards, May 12, 2025]**

10 **30.** On May 12, 2025, Plaintiff responded to Association counsel's cease and desist
11 letter in writing, asking the Board whether it had sent violation letters to any other
12 homeowners for cleaning carports, washing alleyways, applying weed killer, or
13 maintaining plants on the common elements, and citing By-Law § 3.01 which states
14 that every owner has an obligation to cooperate to maintain the beauty of the grounds.
15 **[EX 4 TRAVIS – Plaintiff's Response to Travis Law Firm Letter, May 12, 2025]**

16 **31.** On May 17, 2025, Mildred Edwards responded in writing to Association
17 counsel's cease and desist letter stating that she did not apply blacktop sealer on the
18 common elements but only held a flashlight and supplies, asking the Board whether it
19 had sent violation letters to other homeowners for the same maintenance activities, and
20 stating that the attorney letters had never been approved by the whole board in an
21 open meeting. **[EX 5 TRAVIS – Mildred Edwards Response, May 17, 2025]**

22 **32.** The blacktop sealer applied to the service driveway crack formation cited in the
23 Association’s May 12, 2025 cease and desist letter was purchased by Plaintiff using her
24 own personal funds. **[DAMAGES EX. B – Out of Pocket Expenses for Common Area**

Maintenance; **Marx Decl. ¶ 7]**

33. The July 27, 2024 Board Meeting agenda contained an item stating "Approval of miscellaneous maintenance work performed previously and through the end of 2024 by Dennis Anderson, Mark Gottmann, and volunteers not exceeding \$250 per project."

[TARA000063 - TARA000064 - 2024-07-27 Notice of Board Meeting July 27, 2024]

34. The July 27, 2024 Board Meeting agenda contained a separate item stating "Approval of miscellaneous landscaping work performed previously and through the end of 2024 by Mark Gottmann, Dennis Anderson, and volunteers not exceeding \$250 per project." [TARA000063 - TARA000064 - 2024-07-27 Notice of Board Meeting]

35. At the July 27, 2024 Board meeting, community members objected to the retroactive approval motions, and the Board held the vote and approved both motions as written, purporting to authorize both work already performed and work to be performed through the end of 2024. [TARA000065-TARA000067 – 2024-07-27 Tara Board Meeting Minutes; EX 7 TRANSCRIPT Board Meeting July 27, 2024; EX 7 AUDIO Board Meeting July 27, 2024, EX 7 AUTHENTICATION]

SAC Claim 39: On or about June 12, 2024 – The Association spent Association funds without open-meeting notice, vote or approval, violating Declaration § 9.E., Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

SAC Claim 84: On or about June 12, 2024 – The Association spent Association funds without open-meeting notice, vote or approval, violating A.R.S. § 33-1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

36. On July 2, 2024, Dennis Anderson submitted an expense voucher to the Association for \$50.79 for a June 12, 2024 purchase at Home Depot described as brown

1 paint. [EX 68 – D. Anderson July 2, 2024 Expense Voucher]

2 37. The July 2024 Tara Financial Statement shows a payment of \$50.79 charged to
3 Account 544 – Repairs & Maintenance. [TARA000304-TARA000342 (TARA000308)
4 – 2024-07 Tara Financials July 2024]

5 38. The June 15, 2024 Board meeting notice contains no agenda item for any
6 discussion, vote, or approval of the \$50.79 Home Depot purchase or any related
7 maintenance expense. [TARA000052 – Notice of Board Meeting June 15, 2024]

8 39. The June 15, 2024 Board Meeting Minutes contain no motion, second, discussion,
9 or majority vote authorizing the \$50.79 Home Depot purchase or any related
10 maintenance expense. [TARA000053-TARA000054 – 2024-06-15 Board Meeting Mins.]

11 40. The July 27, 2024 Board meeting notice contains no agenda item for any
12 discussion, vote, or approval of the \$50.79 Home Depot purchase or any related
13 maintenance expense. [TARA000063-TARA000064 – Notice of Bd Mtg July 27, 2024]

14 41. The July 27, 2024 Board Meeting Minutes contain no motion, second, discussion,
15 or majority vote authorizing the \$50.79 Home Depot purchase or any related
16 maintenance expense.[TARA000065-TARA000067 – 2024-07-27 Board Meeting Mins.]

17
18 **SAC Claim 83:** On or about June 2024 – Association transferred Association funds to a
19 second bank account without an open meeting notice, vote or approval, violating
20 A.R.S. § 33-1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

21 42. On June 10, 2024, the Association opened a second bank account (First Citizens
22 Bank account ending 2431) and transferred \$11,513.77 into it from the Association's
23 existing account (ending 7645), as shown on the June 2024 bank statements.

24 [TARA000298 – June 2024 bank statement (account ending 2431); TARA000302 –

1 June 2024 bank statement (account ending 7645)]

2 **43.** Declaration § 9.E provides: “A majority vote of the Managers shall entitle said
3 Board to carry out action on behalf of the owners of the units.” [TARA000004 –
4 Declaration of Restrictions § 9.E]

5 **44.** The June 15, 2024 Board meeting notice and minutes contain no agenda item,
6 discussion, motion, or vote concerning opening a second bank account or transferring
7 funds, and no emergency was declared. [TARA000052 – June 15, 2024 Board Meeting
8 Notice; TARA000053–TARA000054 – June 15, 2024 Board Meeting Minutes]

9 **45.** No open Board meeting, agenda item, discussion, motion, or vote authorized
10 opening the second bank account or the transfer of Association funds into it.
11 [TARA000052 – June 15, 2024 Board Meeting Notice; TARA000053–TARA000054 –
12 June 15, 2024 Board Meeting Minutes]

13
14 **Claim 44:** On or about March 2025 – The Association hired a landscaping company
15 without open meeting notice, vote, discussion, or approval, violating Declaration § 9.E.,
16 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

17 **Claim 89:** On or about March 2025 – The Association hired a landscaping company
18 without open meeting notice, vote, discussion, or approval, violating A.R.S. § 33-1248.
19 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

20 **46.** In March 2025, Lopez Landscaping trimmed and gleaned six ornamental orange
21 trees in the common areas. [TARA000163–TARA000164 – Request Reply for March
22 2025 records]

23 **47.** In March 2025, Lopez Landscaping removed the dead branch in the Sumo
24 Lemon/orange tree in Del Mar Court at the direction of Chairperson Mark Gottmann.

1 [TARA000163-TARA000164 – Request Reply for March 2025 records]

2 48. The February 22, 2025 Board meeting notice contains no agenda item for the
3 trimming and gleaning of the ornamental orange trees, the dead branch removal in Del
4 Mar Court, or any Lopez Landscaping work. [TARA000076 – 2025-02-22 Notice of
5 Board Meeting February 22 2025]

6 49. The February 22, 2025 Board meeting minutes contain no discussion, no motion,
7 and no vote authorizing the trimming and gleaning of the ornamental orange trees, the
8 dead branch removal in Del Mar Court, or any Lopez Landscaping work.

9 [TARA000077-TARA000079 – 2025-02-22 Tara Board Meeting Minutes]

10 50. No majority vote of the Board of Management authorizing either Lopez
11 Landscaping action in March 2025 appears in any Board meeting minutes produced in
12 discovery. [TARA000077-TARA000079 – 2025-02-22 Tara Board Meeting Minutes;
13 Association meeting minutes produced in discovery]

14 51. The Association's Gardener Service Agreement with Lopez Lawn Service
15 provides that "Any trees serviced must have prior approval from the Board of
16 Directors in writing along with an estimate of additional costs." [EX 147, 148, 149 –
17 Gardener Service Agreement (Lopez Lawn Service), Scope of Service; Marx Decl. ¶ 8]
18 RESPECTFULLY SUBMITTED this 19th day of July, 2026.

19 /s/ Lisa Marx

20 Lisa Marx, Plaintiff Pro Se

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CERTIFICATE OF SERVICE

I certify that on July 19, 2026, a true copy of the foregoing was served via e-file to the Court and Defendant's Counsel and by email on counsel for Defendant:

Chuck Oldham – Chuck.Oldham@chdblawn.com

Ari Bowhay – Ari.Bowhay@chdblawn.com

/s/ Lisa Marx

Lisa Marx

Representing self