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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 MOTION FOR
PARTIAL SUMMARY JUDGMENT
(CLAIMS 31 AND 75; 35 AND 79; 36
AND 80; 37 AND 81; 38 AND 82; 45
and 90)**

Honorable Adele Ponce

18
19 **PLAINTIFF'S SEPARATE STATEMENT OF FACTS**

20 Pursuant to Ariz. R. Civ. P. 56(c)(3), Plaintiff Lisa Marx submits the following separate
21 statement of material facts in support of her Motion for Partial Summary Judgment.

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;

Marx Decl. ¶ 3]

2. The Association is an Arizona nonprofit corporation. [TARA000019–TARA000025 – Articles of Incorporation]

3. The Association is governed by its Declaration of Restrictions, By-Laws, and Articles of Incorporation. [TARA000001–TARA000012 – Declaration; TARA000013–TARA000018 – By-Laws; TARA000019–TARA000025 – Articles]

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

CLAIMS 31 AND 75

SAC Claim 31: In early 2024, Association performed sprinkler line repairs without open-meeting approval, violating Declaration § 9.E. and Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

SAC Claim 75: In early 2024, Association performed sprinkler line repairs without open-meeting approval, violating A.R.S. § 33-1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

5. On January 30, 2024, Mark Gottmann and Dennis Anderson excavated an 80-foot trench in the Association's common area in front of Aster Court, over the pressurized water main serving the sprinkler system. [EX 30 – Photographs, 1/30/2024; EX H OSBORN – Affidavit of Robert and Karin Osborn ¶ 2; Marx Decl. ¶4]

6. On January 30, 2024, Gottmann and Anderson told Plaintiff they had arranged with the Association's landscaper Ruben to excavate the trench for the sprinkler repair. [EX 82 – Feb. 1, 2024 email to the Board]

- 1 7. The January 20, 2024 Board meeting notice contains no agenda item for any
2 discussion, vote, or approval of trench excavation. [TARA000039 – Notice of Board
3 Meeting, January 20, 2024]
- 4 8. The January 20, 2024 Board Meeting Minutes contain no motion, second,
5 discussion, or majority vote authorizing trench excavation. [TARA000040-
6 TARA000041 – Board Meeting Minutes, January 20, 2024]
- 7 9. The February 17, 2024 Board meeting notice contains no agenda item for any
8 discussion, vote, or approval of trench excavation. [TARA000042 – Notice of Board
9 Meeting, February 17, 2024]
- 10 10. The February 17, 2024 Board Meeting Minutes contain no motion, second,
11 discussion, or majority vote authorizing trench excavation. [TARA000043-
12 TARA000044 – Board Meeting Minutes, February 17, 2024]
- 13 11. On February 1, 2024, Plaintiff emailed the Board about the January 30, 2024 work
14 and asked, “When did this decision get made in an open meeting of the association?”
15 [EX 82 – Feb. 1, 2024 email to the Board]
- 16 12. On March 17, 2024, the Association emailed the Spring 2024 Newsletter, which
17 stated that “A very old 80 ft section of sprinkler system pipe that is under pressure was
18 replaced in front of Aster Court.” [EX 16 – Email with Spring 2024 Newsletter,
19 3/17/2024; EX 17 – Spring 2024 Newsletter, 3/17/2024]

20
21 **CLAIMS 35 AND 79**

22 **SAC Claim 35:** Around July of 2024 – Association retained legal counsel without an
23 open-meeting approval, violating Declaration § 9.E., Restatement (Third) of Prop.:
24 Servitudes §§ 6.13–6.14.

1 **SAC Claim 79:** Around July of 2024 – Association retained legal counsel without an
2 open-meeting approval, violating A.R.S. § 33-1248. Violation of Restatement (Third) of
3 Prop.: Servitudes §§ 6.13–6.14.

4 **13.** At the times of the acts alleged in Claims 35 through 38, Mark Gottmann acted as
5 Chairperson of the Board of Management. [**TARA002084** – February 1, 2024 Executive
6 Session Minutes; **EX 3 Disclosure** – Association's Disclosure verification]

7 **14.** The 2024 TLF General Counsel Agreement between the Association and The
8 Travis Law Firm was signed by Mark Gottmann, acting as Chairperson, on June 29,
9 2024. [**EX 1 TRAVIS** – 2024 TLF General Counsel Agreement]

10 **15.** The June 15, 2024 Board meeting notice contains no agenda item for any
11 discussion, vote, or approval of retaining legal counsel or entering into any general
12 counsel agreement. [**TARA000052** – Notice of Board Meeting, June 15, 2024]

13 **16.** The June 15, 2024 Board Meeting Minutes contain no motion, second, discussion,
14 or majority vote authorizing the retention of legal counsel or the execution of any
15 general counsel agreement. [**TARA000053–TARA000054** – Board Meeting Minutes,
16 June 15, 2024]

17 **17.** The Travis Law Firm's July 2024 invoice reflects a “New File Fee” charged on
18 July 1, 2024. [**EX 77** – Travis Law July Invoice Voucher, “New File Fee” July 1, 2024]

19 **18.** No open Board meeting notice or minutes from any meeting in 2024 preceding
20 the June 29, 2024 execution of the General Counsel Agreement contains any motion,
21 second, discussion, or majority vote authorizing the retention of legal counsel.

22 [**TARA000039** – Notice, January 20, 2024; **TARA000042** – Notice, February 17, 2024;
23 **TARA000049** – Notice, March 16, 2024; **TARA000052** – Notice, June 15, 2024]
24

1 **19.** The Association paid The Travis Law Firm for legal services in 2024.
2 **[TARA000069-TARA000070 – Board Meeting Minutes, September 21, 2024; EX 86 –**
3 **Travis Law September Invoice Voucher \$255.50; EX 88 – Travis Law October Invoice**
4 **Voucher \$438.00]**

5
6 **CLAIMS 36 AND 80**

7 **SAC Claim 36:** Around October of 2024 – Association paid \$255 law firm invoice
8 without open meeting notice and/or approval, violating Declaration § 9.E.,
9 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

10 **SAC Claim 80:** Around October of 2024 – Association paid \$255 law firm invoice
11 without open meeting notice and/or approval, violating A.R.S. § 33-1248. Violation of
12 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

13 **20.** The Travis Law Firm invoice dated September 24, 2024, was in the amount of
14 \$255.50 for legal services. **[EX 86 – Travis Law September Invoice Voucher \$255.50]**

15 **21.** The Association's "Invoice for Payment" reimbursement form for the \$255.50
16 Travis Law Firm invoice was signed by Mark Gottmann and Dennis Anderson. **[EX 86**
17 **– Travis Law September Invoice Voucher \$255.50]**

18 **22.** At the September 21, 2024 Board meeting, the Board moved to approve payment
19 of The Travis Law Firm July 2024 invoice in the amount of \$1,417.00 and August 2024
20 invoice in the amount of \$1,095.00; the motion was made by Mark Gottmann, seconded
21 by Dennis Anderson, and carried by a vote of 4 Yes, 0 No, 0 Abstain. **[TARA000069–**
22 **TARA000070 – Board Meeting Minutes, September 21, 2024]**

23 **23.** The \$1,417.00 and \$1,095.00 Travis Law Firm invoices were posted to Account
24 504 – Legal/Collection in the September and October 2024 financial statements.

1 [TARA000365-TARA000386 – September 2024 Financials; TARA000387-
2 TARA000409 – October 2024 Financials]

3 24. The September 21, 2024 Board meeting notice contains no agenda item for the
4 \$255.50 Travis Law Firm invoice. [TARA000068 – Notice of Board Meeting, September
5 21, 2024]

6 25. The September 21, 2024 Board Meeting Minutes contain no motion, second, or
7 vote authorizing payment of the \$255.50 Travis Law Firm invoice. [TARA000069-
8 TARA000070 – Board Meeting Minutes, September 21, 2024]

9 26. The October 2024 financial statement shows the \$255.50 Travis Law Firm invoice
10 combined with the prior August balance and deducted from Association operating
11 funds, posted to Account 504 – Legal/Collection. [TARA000387-TARA000409 –
12 October 2024 Financials]

13 27. The October 27, 2024 Board meeting was the last Board meeting held in 2024; its
14 notice and minutes contain no agenda item, motion, or vote authorizing payment of the
15 \$255.50 Travis Law Firm invoice. [TARA000073 – Notice of Board Meeting, October
16 27, 2024; TARA000074-TARA000075 – Board Meeting Minutes, October 27, 2024]
17

18 CLAIMS 37 AND 81

19 SAC Claim 37: Around November of 2024 – Association paid \$438 law firm invoice
20 without open meeting notice and/or approval, violating Declaration § 9.E.,
21 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

22 SAC Claim 81: Around October of 2024 – Association paid \$438 law firm invoice
23 without open meeting notice and/or approval, violating A.R.S. § 33-1248. Violation of
24 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

- 1 **28.** The Travis Law Firm invoice dated October 30, 2024, was in the amount of
2 \$438.00 for legal services rendered to the Association. [EX 88 – Travis Law October
3 Invoice Voucher \$438.00]
- 4 **29.** The Association's "Invoice for Payment" reimbursement form for the \$438.00
5 Travis Law Firm invoice was signed by Mark Gottmann and Stephanie E. Buschart. [EX
6 88 – Travis Law October Invoice Voucher \$438.00]
- 7 **30.** The October 27, 2024 Board meeting notice contains no agenda item for the
8 \$438.00 Travis Law Firm invoice. [TARA000073 – Notice of Board Meeting, October
9 27, 2024]
- 10 **31.** The October 27, 2024 Board Meeting Minutes contain no motion, second, or vote
11 authorizing payment of the \$438.00 Travis Law Firm invoice. [TARA000074-
12 TARA000075 – Board Meeting Minutes, October 27, 2024]
- 13 **32.** The October 27, 2024 Board meeting was the last Board meeting held in 2024 and
14 preceded the October 30, 2024 invoice; the Association produced no notice, agenda, or
15 minutes of any later 2024 meeting at which the \$438.00 payment was noticed or voted.
16 [TARA000073 – Notice of Board Meeting, October 27, 2024; TARA000074-
17 TARA000075 – Board Meeting Minutes, October 27, 2024]
- 18 **33.** The November 2024 financial statement, Account 504 – Legal/Collection,
19 reflects payment of the \$438.00 Travis Law Firm invoice deducted from Association
20 operating funds. [TARA000410-TARA000431 – November 2024 Financials]
21

22 **CLAIMS 38 AND 82**

23 **SAC Claim 38:** On or about July 27, 2024 – Association approved prior and unknown
24

1 maintenance and landscaping work without open meeting notice or approval, violating
2 Declaration § 9.E., A.R.S. § 33-1248, Restatement (Third) of Prop.: Servitudes §§ 6.13–
3 6.14.

4 **SAC Claim 82:** On or about July 27, 2024 – Association approved prior and unknown
5 maintenance and landscaping work without open meeting notice or approval, violating
6 A.R.S. § 33-1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

7 **34.** The July 27, 2024 Board meeting notice contained the following agenda item:
8 “Approval of miscellaneous maintenance work performed previously and through the
9 end of 2024 by Dennis Anderson, Mark Gottmann, and volunteers not exceeding \$250
10 per project.” [TARA000063–TARA000064 – Notice of Board Meeting, July 27, 2024]

11 **35.** The July 27, 2024 Board meeting notice contained the following agenda item:
12 “Approval of miscellaneous landscaping work performed previously and through the
13 end of 2024 by Mark Gottmann, Dennis Anderson, and volunteers not exceeding \$250
14 per project.” [TARA000063–TARA000064 – Notice of Board Meeting, July 27, 2024]

15 **36.** No prior open Board meeting notice or agenda identified any specific
16 maintenance or landscaping project, cost, contractor, or decision to be voted upon for
17 the previously performed work referenced in the July 27, 2024 agenda items.
18 [TARA000039; TARA000042; TARA000049; TARA000052; TARA000055; TARA000063
19 – 2024 Board Meeting Notices preceding July 27, 2024]

20 **37.** At the July 27, 2024 Board meeting, the Board approved a motion, moved by
21 Mark Gottmann and seconded by Dennis Anderson, to approve “miscellaneous
22 maintenance work performed previously and through the end of 2024 by Dennis
23 Anderson, Mark Gottmann, and volunteers not exceeding \$250 per project”; the motion
24 carried by a vote of Yes 4, No 0, Abstain 0. [TARA000065–TARA000067 – Board

1 Meeting Minutes, July 27, 2024; **EX 7 TRANSCRIPT** – July 27, 2024 Board Meeting; **EX**
2 **7 AUDIO** – July 27, 2024 Board Meeting; **EX 7 AUTHENTICATION**]

3 **38.** At the same July 27, 2024 Board meeting, the Board approved a second motion,
4 moved by Mark Gottmann and seconded by Dennis Anderson, to approve
5 “miscellaneous landscaping work performed previously and through the end of 2024
6 by Mark Gottmann, Dennis Anderson, and volunteers not exceeding \$250 per project”;
7 the motion carried by a vote of Yes 4, No 0, Abstain 0. [**TARA000065-TARA000067** –
8 Board Meeting Minutes, July 27, 2024; **EX 7 TRANSCRIPT** – July 27, 2024 Board
9 Meeting; **EX 7 AUDIO** – July 27, 2024 Board Meeting; **EX 7 AUTHENTICATION**]

10 **39.** Plaintiff attended the July 27, 2024 Board meeting by telephone and addressed
11 the Board regarding the retroactive-approval agenda items and the prospective
12 approval of work through the end of 2024. [**EX 7 TRANSCRIPT** – July 27, 2024 Board
13 Meeting, pgs 21-24; **EX 7 AUDIO** – July 27, 2024 Board Meeting]

14 **40.** The July 27, 2024 Board Meeting Minutes do not identify any specific
15 maintenance or landscaping project, cost, date, location, or contractor for any of the
16 work approved at that meeting. [**TARA000065-TARA000067** – Board Meeting
17 Minutes, July 27, 2024]

18
19 **CLAIMS 45 AND 90**

20 **SAC Claim 45:** Upon information and belief, on or about January 2025 – The
21 Association spent \$500 to satisfy a demand letter without open meeting notice,
22 discussion, vote, or approval, violating Declaration § 9.E., Restatement (Third) of Prop.:
23 Servitudes §§ 6.13–6.14.

24 **SAC Claim 90:** Upon information and belief, on or about January 2025 – The

1 Association spent \$500 to satisfy a demand letter without open meeting notice,
2 discussion, vote, or approval, violating A.R.S. § 33-1248. Violation of Restatement
3 (Third) of Prop.: Servitudes §§ 6.13–6.14.

4 **41.** On December 27, 2024, Plaintiff sent a demand letter to Mark Gottmann
5 demanding payment of \$500.00. [EX 90 – Demand Letter to Mark Gottmann,
6 December 27, 2024]

7 **42.** The January 2025 Association financial statement recorded a \$500.00 debit to
8 Account 504 – Legal/Collection, posted January 31, 2025 and described as “Lisa Marx,
9 Invoice #: 1/28/25, Reimbursement.” [TARA000454–TARA000474 – January 2025
10 Financials (TARA000464); EX 91 – Reimbursement of \$500 for ALJ case]

11 **43.** The October 27, 2024 Board Meeting Minutes contain no discussion, motion, or
12 vote authorizing any payment of \$500.00 to Plaintiff. [TARA000074–TARA000075 –
13 Board Meeting Minutes, October 27, 2024]

14 **44.** The January 11, 2025 Annual Meeting minutes contain no discussion, motion, or
15 vote authorizing any payment of \$500.00 to Plaintiff. [TARA002077–TARA002081 –
16 Annual Meeting Minutes, January 11, 2025]

17 **45.** The February 22, 2025 Board Meeting Minutes contain no discussion, motion, or
18 vote authorizing any payment of \$500.00 to Plaintiff. [TARA000077–TARA000079 –
19 Board Meeting Minutes, February 22, 2025]

20 **46.** No 2025 Board meeting or Annual Meeting minutes reflect a majority vote of the
21 Board of Management authorizing the \$500.00 payment to Plaintiff. [TARA002077–
22 TARA002081 – Annual Meeting Minutes, January 11, 2025; TARA000077–
23 TARA000079 – Board Meeting Minutes, February 22, 2025]

24 **47.** No Board meeting notice, agenda, or minutes from 2025 reflect any disclosure to

1 the membership of the demand letter or the January 31, 2025 \$500.00 payment to
2 Plaintiff. [TARA002077-TARA002081 – Annual Meeting Minutes, January 11, 2025;
3 TARA000077-TARA000079 – Board Meeting Minutes, February 22, 2025]
4

5 RESPECTFULLY SUBMITTED this 19th day of July, 2026.

6 /s/ Lisa Marx

7 Lisa Marx

8 Plaintiff Pro Se

9 **CERTIFICATE OF SERVICE**

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

12 Chuck Oldham – Chuck.Oldham@chdblawn.com

13 Ari Bowhay – Ari.Bowhay@chdblawn.com
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