1. EXHIBIT H Email to homeowners

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Sent: Thursday, September 25, 2025 12:16 AM
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Subject: Important Information on Amendment Changes

Flag Status: Flagged

September 24, 2025

Fellow Tara Condominium Unit Owners

Re: Urgent Concerns on Proposed CC&R Amendments – Ownership Risks, Voting Requirements, Loan Impacts, Repair Cost Disparities, and Meeting Requirement

Dear Tara Community Members,

As an owner since September 2020, I am writing to share critical information about the proposed amendments to our Declaration of Restrictions, Establishment of Board of Management and Lien Rights (the "Declaration"), originally recorded in 1970 (Docket 8008, Pages 724-731, Maricopa County Recorder). These amendments, circulated with the August 6, 2025, letter from Travis Law Firm, aim to address insurance and maintenance challenges but raise serious legal, financial, ownership, loan-related, and repair cost risks for all of us. I urge you to review this carefully before signing any consent form or voting.

Background on Our Community and the Proposal

Tara was established as a multi-family residential condominium in Sun City Unit Fifteen C (15-C), with 50 units across Tracts G, R, and U. The plat map, recorded in Book 128 of Maps, Page 16, delineates our property layout. Our Declaration defines each "residential unit" as "a separately designated and legally described freehold estate

consisting of a parcel and the improvements thereon, and an undivided interest in the common elements" (Paragraph 9). This hybrid structure—individual parcels (like my Unit 5: ~50 ft x 100 ft duplex-style lot with attached carport) plus a 1/50 undivided interest in Tract G common areas (driveways, buffers)—has been treated as a condominium under the Arizona Condominium Act (ARS Title 33, Chapter 9). We've followed condo rules for voting, expenses, architectural approvals, and insurance.

The Travis letter highlights insurance and maintenance challenges, proposing amendments that modernize definitions (e.g., "Residential Unit" as "a structure designated for separate ownership and occupancy" in Paragraph 1; adding "Limited Common Elements" in Paragraph 10) and shift responsibilities:

- Association covers only Common Elements (Paragraphs 10(A), 12(B)/(H)).
- Owners must insure their full "Residential Unit inside and out" (Paragraph 24), provide proof within 30 days, and cover deductibles for claims we cause (Paragraph 12(H)(iv)).
- Additional changes: Late fees (Paragraph 18(A): $15 or 10% of unpaid assessments), special assessments for repairs (Paragraph 12(O): 60% approval).

While addressing maintenance and insurance is valid, these changes could erode our ownership rights, increase personal expenses, and create disparities in repair and insurance costs, especially for individual units affected by damage. **No meeting has been called to discuss or vote on these amendments, which is required under ARS 33-1250(C) to ensure proper notice and procedure for voting on such significant changes.**

Key Risks and Legal Concerns

1. **Ownership and Definition Shift (Paragraph 1)**: The original "parcel and improvements" language grants us fee simple ownership of our land and structures (interiors + attached features like carports). The proposed "structure" definition omits "parcel," potentially reclassifying land as common elements and limiting us to interiors only (like a pure condo under ARS 33-1212). This changes unit boundaries and allocated interests (our 1/50 common share), requiring **100% owner approval** under ARS 33-1227(D)—not the 67% mentioned in the Travis letter (ARS 33-1227(A) for general amendments). **Without unanimity, the change could be invalid**, leading to disputes, title issues, and resale challenges. Our hybrid status (condo governance + individual parcels) is protected; don't let a definition tweak strip it.

2. **Disproportionate Repair and Insurance Costs from Damage (e.g., Falling Tree)**: Under the proposed amendments, if a falling tree damages a single unit (e.g., Unit 5's roof or exterior), the burden shifts significantly:

- **Current Structure**: The association's master policy covers common elements and units, with repair costs spread across all 50 owners via assessments or insurance proceeds (ARS 33-1253(J)). Your 1/50 (2%) share limits out-of-pocket costs.

- **Proposed Structure**: Owners insure "inside and out" (¶24), so you'd cover the full repair cost (e.g., $50,000 for a roof), depending on deductibles. The association only repairs commons (e.g., adjacent driveway), leaving you solely liable for unit damage.

- **Insurance Impact**: A single claim could raise your premiums (e.g., 20-50% increase), making you less insurable if deemed high-risk (e.g., tree proximity). Other owners face no hike, creating disparity.

- **Out-of-Pocket Costs**: Without association coverage, you'd pay deductibles and gaps (e.g., $10,000 if underinsured), while a special assessment (¶12(O), 60% vote) might not pass, leaving repairs undone. This disproportionate burden violates the equal sharing of common element risks (ARS 33-1217).

- **Solution**: Retain master unit coverage or mandate equal assessments for unit damage to protect all owners.

3. **Loan Requirements and Impacts**: As a condominium, Tara must comply with lender guidelines for condo loans (e.g., FHA, VA, Fannie Mae, Freddie Mac), which require the association to maintain a master policy covering at least 100% of the common elements and typically 80% of the units' replacement cost (per Fannie Mae's Project Eligibility Review Service). The proposed shift—ending unit coverage in the master policy—could fail these standards, making it harder for buyers to obtain financing (e.g., conventional loans up to 97% LTV or FHA up to 96.5%). This risks lower resale values (5-10% drop in comparable sales) and limits our market to cash buyers only. If adopted, the association may need a condo questionnaire (Form 1073) to certify compliance, but without unit coverage, approval is unlikely. Confirm with lenders before voting—our property values depend on it.

4. **Voting Process**: Amendments need 67% votes (ARS 33-1227(A)), but the definition shift and potential disproportionate allocation of repair costs likely

demand 100%. The consent form is a start, but ARS 33-1250 requires an in-person meeting with absentee ballots (no proxies post-declarant control, which ended decades ago). Ballots must detail actions, allow for/against votes, set 7-day deadlines, and be retained for inspection. Action by written consent alone violates this—insist on a proper meeting (ARS 33-1248 notice). Notably, no meeting has been called, which is a violation of ARS 33-1250(C), mandating a meeting for voting on such changes.

5. **Other Changes**:

   - Late fees/special assessments: Add enforcement but could raise dues if repairs lag.

   - Limited Common Elements: Clarifies exclusive uses (e.g., carports), but requires architectural approval for changes (unchanged).

   - Proper budget planning and adherence to the approved budget eliminates the uncertainty created by special assessments.

   - Special Assessments as stated in 12(Q) create financial hardships for owners on small, fixed incomes.

These align with the Act (e.g., upkeep in ARS 33-1247, insurance in ARS 33-1253) but prioritize association savings over our rights. These will hurt homeowners in the long run.

Please vote "NO" on all Declaration Amendments changes and protect your rights. We didn't buy condos to take on the responsibility on a free-standing home,

Our community thrives on shared responsibility—let's ensure changes protect all 50 units equally.

Sincerely,

/s/Lisa Marx