

1 Lisa Marx  
2 13610 N. 111<sup>th</sup> Ave.  
3 Sun City, AZ 85351  
4 602-748-7781  
5 aimtodogood@gmail.com  
6 Pro Per

7  
8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
9 **IN AND FOR THE COUNTY OF MARICOPA**  
10

11  
12 Lisa Marx  
13 Plaintiff,  
14  
15 vs.  
16  
17 Tara Condominiums Association, Inc.,  
18 Mark Gottmann and Dennis Anderson  
19 Defendant.

Case No. CV 2025-012980  
**FIRST AMENDED COMPLAINT**  
**(1) Breach of Contract**  
**(2) Violation of A.R.S. § 33-1248**  
**(3) Violations of A.R.S. § 33-1250**  
**(4) Violations of A.R.S. § 33-1258**  
**(5) Violations of A.R.S. § 33-1212**  
**(6) Violations of A.R.S. § 33-1247**  
**(7) Violations of A.R.S. § 33-1253**  
**(8) Violations of A.R.S. § 10-11601**  
**(9) Declaratory Judgment A.R.S. §§**  
**12-1831 et seq.**

Honorable Randall H. Warner

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## I. INTRODUCTION

1. Plaintiff, Lisa Marx (“Plaintiff”), brings this civil action against Tara Condominium Association, Inc. (“Association”) and individual Defendants Mark Gottmann (hereafter “Gottmann”) and Dennis Anderson (hereafter “Anderson”) for among other things breach of contract, ultra vires acts, and violations of the Arizona Condominium Act, A.R.S. §§ 33-1201 et seq. Plaintiff alleges that Defendants, acting without lawful authority and in violation of the Association’s Declaration, Bylaws, and statutory duties, engaged in unauthorized expenditures, denied statutory inspection rights under A.R.S. § 33-1258, and made governance decisions without proper notice, agenda, discussion, vote or approval.
2. These actions caused direct and individualized harm to Plaintiff – some distinct from any injury to other members – including loss of voting and participation rights, removal from volunteer committee positions, monetary losses, diminished property value, and interference with the use and enjoyment of her property. Pursuant to *Restatement (Third) of Prop.: Servitudes* §§ 6.13–6.14 (Am. L. Inst. 2000) (requiring uniform, non-discriminatory enforcement of restrictions) and Arizona case law, Defendants are liable for ultra vires acts causing such harm, and Plaintiff seeks damages and statutory remedies, under State of Arizona statutes and the association declarations.
3. All headings, titles, and the like are for convenience purposes only, and should not be used for any other purpose.

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## II. JURISDICTION

4. The Tara Condominium Association, Inc. (“Association”) (“Defendant”) is an Arizona nonprofit corporation incorporated on March 9, 2007, under the laws of the State of Arizona, and upon information and belief is currently in good standing with the Arizona Corporation Commission.
5. The Tara Condominium development was originally established on February 19, 1970, as evidenced by its Declaration of Horizontal Property Regime recorded in Docket 8008, Page 724, records of the Maricopa County Recorder.
6. The Association is governed by at least its Declaration of Covenants, Conditions, and Restrictions (“Declaration”), By-Laws, and the Arizona Condominium Act, A.R.S. §§ 33-1201 et seq.
7. Tara Condominium Association is a condominium association operating in Maricopa County, Arizona.

## III. PARTIES

8. Plaintiff, Lisa Marx (“Plaintiff”), is an individual residing in and owning the fee simple Unit No. 5 within the Tara Condominium Association, Inc., and Maricopa County AZ since 2020.
9. Defendant, Mark Gottmann (“Gottmann”) is an individual, and currently Chairperson, Secretary, Treasurer and Director of the Tara Condominium Association residing in Maricopa County, Arizona.

1 10. Defendant, Dennis Anderson (“Anderson”) is an individual and currently  
2 Director of the Tara Condominium Association residing in Maricopa County,  
3 Arizona.

#### 4 IV. VENUE

5  
6 11. This Court has subject matter jurisdiction over this action pursuant to A.R.S. §  
7 12-123, as the Superior Court of Arizona has original jurisdiction over civil  
8 actions where the amount in controversy exceeds the jurisdictional limit of the  
9 justice courts.

10  
11 12. The amount in controversy herein exceeds \$50,000, exclusive of interest, costs,  
12 and attorney’s fees.

13 13. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401 because the  
14 real property at issue is located in this county and the Defendants reside and  
15 conduct business there.

16  
17 14. Upon information and belief, all acts herein described took place in Maricopa  
18 County.

19 15. This case is subject to Tier 2 discovery under Ariz. R. Civ. P. 26.2(c)(3)(B)  
20 because Plaintiff seeks more than \$50,000 and less than \$300,000 in damages.

21  
22 16. The Declaration and By-Laws constitute a binding contract between Plaintiff  
23 and the Association, enforceable under Arizona law, as cited in *Johnson v. Pointe*  
24 *Cnty. Ass’n, Inc.*, 205 Ariz. 485, ¶ 23, 73 P.3d 616, 620 (Ct. App. 2003)

1                    *Restatement (Third) of Prop.: Servitudes* § § 6. 13-6.14 (Am. L. Inst. 2000)  
2                    (requiring uniform, non-discriminatory enforcement of restrictions).

3  
4                    17. As members of the Board of Directors, these Defendants owe(d) fiduciary  
5                    duties of care, loyalty, and obedience to the Association and its  
6                    shareholders/members, including Plaintiff. These duties required Defendants  
7                    to act within the scope of their authority, as defined by the governing  
8                    documents and Arizona statutes, and to refrain from actions that would cause  
9                    harm to individual members, including Plaintiff.

10                    18. Plaintiff has complied with all material obligations under the Declaration, By-  
11                    Laws, and applicable statutes or has been excused from performance.

12  
13                    19. The Association, acting through the Board and possibly others materially  
14                    breached the governing documents and applicable statutes by engaging in ultra  
15                    vires acts, failing to perform required duties, and making decisions contrary to  
16                    the governing documents and law. (*Prieve v. Flying Diamond Airpark, LLC*, 252  
17                    Ariz. 195, 198-99 ¶ 13 (App. 2021).; *Albers v. Edelson Tech. Partners L.P.*, 201  
18                    Ariz. 47 (App. 2001) *Restatement (Third) of Prop.: Servitudes* § § 6. 13-6.14 (Am. L.  
19                    Inst. 2000))

20                    20. Each breach and violation caused harm to Plaintiff, including but not limited to  
21                    financial losses, loss of property value, interference with use and enjoyment of  
22                    the property, and deprivation of contractual rights under the governing  
23                    documents. (*Prieve*, 252 Ariz. at 200 ¶ 15)

1 21. The Declaration, By-Laws, and applicable Arizona statutes formed a valid and  
2 enforceable contract between Plaintiff and the Association.

3  
4 22. As a direct and proximate result of the breaches by the Association, Plaintiff  
5 sustained direct, individualized harm and damages including but not limited  
6 to:

- 7 a. Deprivation of statutory governance and participation rights under A.R.S.  
8 § 33-1248.
- 9  
10 b. Loss of contractual and statutorial committee service and decision-making  
11 rights under the State Statutes. Declaration, Bylaws, and Articles of  
12 Incorporation.
- 13 c. Loss of voting rights on matters materially affecting Plaintiff's property  
14 interests.
- 15  
16 d. Denial of inspection rights under A.R.S. § 33-1258.
- 17  
18 e. Loss of use and enjoyment of common elements.
- 19  
20 f. Monetary loss from increased assessments and diversion of funds.
- 21  
22 g. Diminution in property value caused by unauthorized governance actions.
- 23  
24 h. Out-of-pocket repair costs for items the Association was obligated to  
maintain.
- i. Interference with quiet enjoyment.

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- j. Loss of architectural/design approval participation rights under the Declaration.
- k. Unequal and discriminatory treatment in violation of the Declaration and Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- l. Time and labor expended addressing and remedying Defendants' unlawful acts.
- m. Emotional distress and reputational harm.
- n. Loss of statutory remedies due to withheld information.
- o. Increased future financial liability from unauthorized expenditures.
  - i. Unlawful assessments or fees;
  - ii. Loss in property value;
  - iii. Legal costs incurred to enforce contractual rights.

23. The Tara Condominium Association repeatedly violated A.R.S. § 33-1258(A) by failing to provide access to requested records within ten (10) business days.

24. Plaintiff incorporates all previous allegations by reference as though fully set forth herein.

25. Under Restatement (Third) of Property: Servitudes §§ 6.13-14, and controlling Arizona precedent, including *Prieve*, 252 Ariz. at 198-99 ¶ 13, and *Albers*, 201 Ariz. at 47, directors and officers who engage in *ultra vires* conduct may be held

1 personally liable to an individual member where the harm is direct and not  
2 shared equally among all unit owners.

3  
4 **V. ALLEGATIONS AGAINST THE ASSOCIATION**  
5 **COUNT I: BREACH OF DECLARATIONS**

- 6 26. On or about February 1, 2024 - Association did not hold a board vote or open  
7 meeting to elect the position of Chairperson in violation of Declaration § 9. E.,  
8 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- 9  
10 27. On or about February 1, 2024 -the Association conducted Association business  
11 without an open-meeting, including removing Plaintiff from the Landscaping  
12 Committee and dissolved the committee violating Declaration § 9. E.,  
13 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- 14  
15 28. On or about February 5, 2024 - Association announced a new board member  
16 without proper meeting or notice, in violation of Declaration § 9. E.,  
17 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- 18  
19 29. On or about February 2024 - The Association moved \$5,198. 69 from the  
20 Homeowners Equity line to the Major Maintenance Reserve Account without  
21 open-meeting approval, violating Declaration § 9. E, Restatement (Third) of  
22 Prop.: Servitudes §§ 6.13-6.14.
- 23  
24 30. On or about March 16, 2024 - The Association refused to allow Plaintiff to read  
a statement correcting board meeting minutes, violating Restatement (Third) of  
Prop.: Servitudes §§ 6.13-6.14.

- 1 31. On or about March 16, 2024 – The Association announced a “Workers Comp If  
2 Any” policy without open-meeting approval, violating Declaration § 9. E,  
3 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
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- 5 32. Multiple times during 2024 – Association announced and paid  
6 for Bermuda grass plan without open meeting or approval, violating  
7 Declaration § 9. E., Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
8
- 9 33. In early 2024, Association approved roof repairs at 13609 N. Newcastle without  
10 open-meeting approval, violating Declaration § 9. E. and Restatement (Third) of  
11 Prop.: Servitudes §§ 6.13-6.14. Loss of member governance participation rights  
12 affecting common area alterations.  
13
- 14 34. In early 2024, Association performed sprinkler line repairs without open-  
15 meeting approval, violating Declaration § 9. E. and Restatement (Third) of  
16 Prop.: Servitudes §§ 6.13-6.14.  
17
- 18 35. In 2024, Association conducted Association business and performed  
19 landscaping work with favoritism as to selectively decide who could  
20 participate without open-meeting approval, violating Declaration § 9.  
21 E. Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
22
- 23 36. On or about June 21, 2024 – The Association announced the appointment of a  
24 board member without an open meeting vote, violating Declaration § 9. E.,  
Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

- 1 37. On or about June 20, 2024, upon belief, the Association appointed a new board  
2 member in executive session only which is not permitted, violating Declaration  
3 § 9. E. and Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
4
- 5 38. Around July of 2024 - Association retained legal counsel without an open-  
6 meeting approval, violating Declaration § 9. E., Restatement (Third) of Prop.:  
7 Servitudes §§ 6.13-6.14.
- 8 39. Around October of 2024 - Association paid \$255 law firm invoice without open  
9 meeting notice and/or approval, violating Declaration § 9. E., Restatement  
10 (Third) of Prop.: Servitudes §§ 6.13-6.14.  
11
- 12 40. Around November of 2024 - Association paid \$438 law firm invoice without  
13 open meeting notice and/or approval, violating Declaration § 9. E.,  
14 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- 15 41. On or about July 27, 2024 - Association approved prior and unknown  
16 maintenance and landscaping work without open meeting notice or approval  
17 Declaration § 9. E., Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
18
- 19 42. On or about June 12, 2024 - The Association spent Association funds without  
20 open-meeting notice, vote or approval, violating Declaration § 9. E.,  
21 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
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- 1 43. On or about October 12, 2024 – It is believed that the Association held Budget  
2 Committee work sessions without open meetings notice, vote, or approval.  
3 Declaration § 9. E., Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
4
- 5 44. In the latter half of 2024, Association held Budget Committee meetings  
6 conducted by at least one Board Member instead of the appointed chair,  
7 violating By-law 1.03 and Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- 8 45. On or about October 19, 2024 – Association conducted Association business  
9 and secured an assessment agreement outside a public meeting, refusing to call  
10 a meeting to turn in budget votes and passed the budget, violating By-Law  
11 1.09, and Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
12
- 13 46. Upon information and belief, on or about Fall of 2024 – The Association spent  
14 Association funds on lighting without an open meeting notice, vote or  
15 approval, violating Declaration 9.E., Restatement (Third) of Prop.: Servitudes §§  
16 6.13-6.14.
- 17 47. On or about March 2025 – The Association hired a landscaping company  
18 without open meeting notice, vote, discussion, or approval, violating  
19 Declaration § 9. E., Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
20
- 21 48. Upon information and belief, on or about January 2025 – The Association spent  
22 \$500 to satisfy a demand letter without open meeting notice, discussion, vote,  
23 or approval, violating Declaration § 9. E., Restatement (Third) of Prop.:  
24 Servitudes §§ 6.13-6.14.

- 1 49. 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  
3 first. (By-Law 1.09) Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
4
- 5 50. On or about February 24, 2024, the Tara Condominium Association, through its  
6 Board, approved a roof repair to a common element and unlawfully assessed  
7 half the cost to an individual unit owner and half to the Association, without an  
8 open meeting. This violated the Declaration of Restrictions 9.E., By-Law § 1. 08,  
9 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- 10 51. On or about January 2024, the Tara Condominium Association, acting through  
11 its Board, released a lien against owners James Watkins and Nancy Aldis for  
12 property damage for which they alone were obligated to pay, without receiving  
13 payment. This action forgave a personal debt and wrongfully shifted that  
14 obligation to all other unit owners, in violation of the Declaration of  
15 Restrictions 13, and 13(A), By-Law § 1. 08, By-Law § 1. 06, Declaration § 9. E,  
16 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- 17
- 18 52. On or about February 2024, The Association established and enforced a  
19 meeting speaking time-limit rule without proper process, equal application and  
20 selective enforcement using it to cut off Plaintiff from speaking. Violation of  
21 the Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- 22
- 23 53. On or about February 17, 2024, The Association, through its Board, interrupted  
24 Plaintiff's comments during open discussion on open-meeting violations and  
stated that the meeting was to adjourn and then allowed others to speak

1 instead, violating the By-Laws 1.08. Upon information and belief, there were no  
2 plans to adjourn the meeting, the statement was solely for the purpose of a  
3 selective attempt to silence the Plaintiff and create a chilling effect regarding  
4 the Plaintiff's participation in meetings. Similar occurrences happened multiple  
5 times and in multiple ways. Violating Restatement (Third) of Prop.: Servitudes  
6 §§ 6.13-6.14.

7  
8 54. On or about June 15, 2024, Association appointed a Budget Committee  
9 without open volunteer solicitation or meeting discussion, violating Bylaw §  
10 1.03, 1.08, and Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

11 55. In 2024 and 2025, upon information and belief, the Association hosted social  
12 events and purchased gifts for favored members, excluding others including  
13 Plaintiff, violating By-Laws 1.08, Restatement (Third) of Prop.: Servitudes §§  
14 6.13-6.14.

15  
16 56. In 2025, the Association made landscaping decisions without notice to members  
17 to participate, open meetings, and vote to approve, violating By-Law 1.08 and  
18 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

19 57. In 2024 and 2025 Association dismissed Plaintiff's multiple emails reporting  
20 property deterioration, information requests and needs for proper maintenance  
21 The Association neglected these common areas violating By-Law 1.08 and  
22 Restatement (Third) of Prop.: Servitudes § 6.13.  
23  
24

1 58. On or about February 1, 2024, The Association gave approval to the  
2 Association's insurance agent or representative to file claims on the Master  
3 Insurance policy regarding water damage to the unit from two plumbing leaks  
4 in the unit at 13601 N. Newcastle rather than requiring the homeowner to file  
5 under their HO-6 policy with no notice, open meeting, discussion, vote of the  
6 board or official record in the minutes contrary to Declaration 9. E., 12.B, 12.J,  
7 15. and violating Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

8  
9 59. On or about February 1, 2024, The Association gave approval for damages to  
10 the unit at 13601 N. Newcastle to be claimed on the Master Insurance Policy  
11 rather than requiring the homeowner to file under their HO-6 policy without  
12 notice, an open meeting, discussion or a board vote, violating Declaration 9. E.,  
13 12.B, 12.J, 15. and violating Restatement (Third) of Prop.: Servitudes §§ 6.13-  
14 6.14.

15 60. On or about February 1, 2024, the Association by failing to administer the  
16 insurance statutes impartially, showing improper administration and  
17 favoritism toward the homeowner with regard to insurance payments and thus  
18 shifting the financial burden to other owners, contrary also to By-Law 1.08 and  
19 violating Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

20  
21 61. On or about February 1, 2024 and then multiple times thereafter, the  
22 Association showing willful intent misled homeowners in meetings,  
23 correspondence, and budget discussions by attributing increased insurance  
24 premiums and coverage to national market factors rather than disclosing claims

1 against the Master Policy as the Association hid the violations of the  
2 Declaration 9. E., 12.B, 12.J, 15. and Restatement (Third) of Prop.: Servitudes §§  
3 6.13-6.14.  
4

5  
6 **VI. COUNT II: ASSOCIATION VIOLATION OF A.R.S. 33-1258**  
7

8 62. In 2024 – Association denied records request to Plaintiff, limiting access  
9 to “reasonable financial information.” Violation of Restatement (Third) of  
10 Prop.: Servitudes §§ 6.13-6.14.

11 63. In 2024 – Association denied records requests to Plaintiff excluding non-  
12 exempt contracts. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-  
13 6.14.

14 64. In 2024 – Association denied records requests regarding committee removal.  
15 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
16

17 65. In 2024 - Association denied records requests for General Ledger, AP  
18 Distribution, and bank statements, providing partial records a month late.  
19 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
20

21 66. In 2024 – Association in multiple times and multiple requests denied Plaintiff’s  
22 records request requests entirely and other times with limited production.  
23 Including but not limited to requests for Budget Committee volunteer  
24

1 information, Architectural Forms, Violation Letters, and bank statements.  
2 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

3  
4 67. The refusal to give Plaintiff any significant records as requested are not only  
5 egregious violations but show willful contempt for the statute. Plaintiff cannot  
6 even begin to list every record they did not release as required by the statute,  
7 but the Plaintiff alleges the list is extensive. Violation of Restatement (Third) of  
8 Prop.: Servitudes §§ 6.13-6.14.

9  
10 68. In 2024, the Association at multiple times failed to respond to records requests  
11 by statutory deadline. Violation of Restatement (Third) of Prop.: Servitudes §§  
12 6.13-6.14.

13  
14 69. Upon information and belief, Association has landscaping and pest  
15 control contracts but when requested, Association stated no current  
16 landscaping/ pest control contracts existed; verbal only after request for  
17 documents. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

### 18 **VII. COUNT III. VIOLATION OF STATUTE 33-1248**

19  
20 70. On or about February 1, 2024 - Association did not hold a board vote or open  
21 meeting to elect the position of Chairperson in violation of A.R.S. 33-1248.  
22 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

23  
24 71. On or about February 1, 2024 -the Association conducted Association business  
without an open-meeting, including removing Plaintiff from the Landscaping

1 Committee and dissolved the committee violating A.R.S. 33-1248. Violation of  
2 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

3  
4 72. On or about February 5, 2024 – Association announced a new board member  
5 without proper meeting or notice, in violation of A.R.S. 33-1248. Violation of  
6 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14

7  
8 73. On or about February 2024 – The Association moved \$5,198. 69 from the  
9 Homeowners Equity line to the Major Maintenance Reserve Account without  
10 open-meeting approval, violating A.R.S. 33-1248. Violation of Restatement  
11 (Third) of Prop.: Servitudes §§ 6.13-6.14.

12  
13 74. On or about March 16, 2024 – The Association refused to allow Plaintiff to read  
14 a statement correcting board meeting minutes, violating Servitudes § 6.14, §  
15 6.13. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

16  
17 75. On or about March 16, 2024 – The Association announced a “Workers Comp If  
18 Any” policy without open-meeting approval, violating A.R.S. 33-1248.  
19 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

20  
21 76. Multiple times during 2024 – Association announced and paid for Bermuda  
22 grass plan without open meeting or approval, violating A.R.S. 33-1248.  
23 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

24  
25 77. In early 2024, Association approved roof repairs at 13609 N. Newcastle without  
26 open-meeting approval, violating Declaration § 9. E. and Servitudes § 6.13. Loss

1 of member governance participation rights affecting common area alterations.  
2 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

3  
4 78. In early 2024, Association performed sprinkler line repairs without open-  
5 meeting approval, violating A.R.S. 33-1248. Violation of Restatement (Third) of  
6 Prop.: Servitudes §§ 6.13-6.14.

7  
8 79. In 2024, Association conducted Association business and performed  
9 landscaping work with favoritism as to selectively decide who could  
10 participate without open-meeting approval, violating A.R.S. 33-1248. Violation  
11 of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

12  
13 80. On or about June 21, 2024 – The Association announced the appointment of a  
14 board member without an open meeting vote, violating A.R.S. 33-  
15 1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

16  
17 81. On or about June 20, 2024, The Association appointed a new board member in  
18 executive session only which is not permitted, violating A.R.S. 33-1248.  
19 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

20  
21 82. Around July of 2024 – Association retained legal counsel without an open-  
22 meeting approval, violating A.R.S. 33-1248. Violation of Restatement (Third) of  
23 Prop.: Servitudes §§ 6.13-6.14.

24  
83. Around October of 2024 – Association paid \$255 law firm invoice without open  
meeting notice and/or approval, violating A.R.S. 33-1248. Violation of  
Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

1 84. Around October of 2024 – Association paid \$438 law firm invoice without open  
2 meeting notice and/or approval, violating A.R.S. 33-1248. Violation of  
3 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
4

5 85. On or about July 27, 2024 – Association approved prior and unknown  
6 maintenance and landscaping work without open meeting notice or approval  
7 A.R.S. 33-1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
8

9 86. On or about June 2024 – Association transferred Association funds to a second  
10 bank account without an open meeting notice, vote or approval,  
11 violating A.R.S. 33-1248. Violation of Restatement (Third) of Prop.: Servitudes  
12 §§ 6.13-6.14.

13 87. On or about June 12, 2024 – The Association spent Association funds without  
14 open-meeting notice, vote or approval, violating A.R.S. 33-1248. Violation of  
15 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
16

17 88. On or about October 12, 2024 – Association held Budget Committee work  
18 sessions held without open meetings notice, vote, or approval. Violating A.R.S.  
19 33-1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

20 89. In the latter half of 2024, Association held Budget Committee meetings  
21 conducted by at least one Board Member instead of the appointed chair,  
22 violating A.R.S. 33-1248. Violation of Restatement (Third) of Prop.: Servitudes  
23 §§ 6.13-6.14.  
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- 1 90. On or about October 19, 2024 – Association conducted Association business and  
2 secured an assessment agreement outside a public meeting and refused to call a  
3 meeting to turn in budget votes and passed the budget, violating A.R.S. 33-  
4 1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- 5  
6 91. Upon information and belief, on or about Fall of 2024 – The Association spent  
7 Association funds on lighting without an open meeting notice, vote or  
8 approval, violating A.R.S. 33-1248. Violation of Restatement (Third) of Prop.:  
9 Servitudes §§ 6.13-6.14.
- 10  
11 92. On or about March 2025 – The Association hired a landscaping company  
12 without open meeting notice, vote, discussion, or approval, violating A.R.S. 33-  
13 1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- 14  
15 93. Upon information and belief, on or about January 2025 – The Association spent  
16 \$500 to satisfy a demand letter without open meeting notice, discussion, vote,  
17 or approval, violating A.R.S. 33-1248. Violation of Restatement (Third) of Prop.:  
18 Servitudes §§ 6.13-6.14.
- 19  
20 94. On or about July 20, 2024 – The Association changed insurance deductible  
21 without holding a vote of the membership to change the By-law requirement  
22 first. Violating A.R.S. 33-1248. Violation of Restatement (Third) of Prop.:  
23 Servitudes §§ 6.13-6.14.
- 24  
25 95. On or about January 2024, the Tara Condominium Association, acting through  
its Board, released a lien against owners James Watkins and Nancy Aldis for

1 property damage for which they alone were obligated to pay, without receiving  
2 payment. This action forgave a personal debt and wrongfully shifted that  
3 obligation to all other unit owners, in violation of A.R.S. 33-1248. Violation of  
4 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

5  
6 96. On or about February 2024, The Association established and enforced a  
7 meeting speaking time-limit rule without proper process, equal application and  
8 selective enforcement using it to cut off Plaintiff from speaking. Violation  
9 of A.R.S. 33-1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-  
10 6.14.

11 97. On or about February 17, 2024, The Association, through its Board, interrupted  
12 Plaintiff's comments during open discussion on open-meeting violations and  
13 stated that the meeting was to adjourn and then allowed others to speak  
14 instead, violating A.R.S. 33-1248. Upon information and belief, there were no  
15 plans to adjourn the meeting, the statement was solely for the purpose of a  
16 selective attempt to silence the Plaintiff and create a chilling effect regarding  
17 the Plaintiff's participation in meetings. Similar occurrences happened multiple  
18 times and in multiple ways. Violation of Restatement (Third) of  
19 Prop.: Servitudes §§ 6.13-6.14.

20  
21 98. On or about June 15, 2024, Association appointed a Budget Committee without  
22 open volunteer solicitation or meeting discussion, violating A.R.S. 33-1248.  
23 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
24

- 1 99. In 2024 and 2025, upon information and belief, the Association hosted social  
2 events and purchased gifts for favored members, excluding others including  
3 Plaintiff, violating A.R.S. 33-1248. Violation of Restatement (Third) of Prop.:  
4 Servitudes §§ 6.13-6.14.
- 5  
6 100. In 2025, the Association made landscaping decisions without notice or  
7 opening to members to participate, violating A.R.S. 33-1248. Violation of  
8 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- 9  
10 101. On or about December 16, 2024, Association refused Plaintiff's request for  
11 a printed ballot, Annual Meeting package, to call an open meeting to turn in  
12 ballots, and printed communications, restricting delivery methods without  
13 authority, violating A.R.S. 33-1248. Violation of Restatement (Third) of Prop.:  
14 Servitudes §§ 6.13-6.14. Violation of Restatement (Third) of Prop.: Servitudes §§  
15 6.13-6.14.
- 16  
17 102. In 2024 - The Association announced multiple contracts, policies, and  
18 association business without open meeting or approval, violating A.R.S. 33-  
19 1248.
- 20  
21 103. On or about February 1, 2024, the Association filed a claim under the  
22 Master Policy for damage in Unit 13601 N. Newcastle caused by plumbing  
23 failures inside the unit, which were the homeowner's responsibility, contrary to  
24 the Declaration 12.B, 12.J, 15. without notice, an open meeting, discussion, vote  
of the board or minutes, violating A.R.S. 33-1248, By-Law 1.08, and  
Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

1 104. On or about February 1, 2024, The Association gave approval to the  
2 Association's insurance agent or representative to file claims on the Master  
3 Insurance policy regarding water damage to the unit from two plumbing leaks  
4 in the unit at 13601 N. Newcastle rather than requiring the homeowner to file  
5 under their HO-6 policy with no notice, open meeting, discussion, vote of the  
6 board or official record in the minutes contrary to A.R.S. § 33-1248 and  
7 violating Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

8  
9 105. On or about February 1, 2024 and then multiple times thereafter, the  
10 Association showing willful intent misled homeowners in meetings,  
11 correspondence, and budget discussions by attributing increased insurance  
12 premiums and coverage to national market factors rather than disclosing claims  
13 against the Master Policy, making notice on an agenda, open discussion, board  
14 vote and official records in the minutes, thus being very evasive about the  
15 violations of A.R.S. § 33-1248 and Restatement (Third) of Prop.: Servitudes §§  
16 6.13-6.14.

#### 17 **VIII. COUNT 4: VIOLATION OF STATUTE A.R.S. 33-1212**

18  
19 106. On or about February 24, 2024, the Tara Condominium Association,  
20 through its Board, approved a roof repair to a common element and unlawfully  
21 assessed half the cost to an individual unit owner and half to the Association. It  
22 violated ARS 33-1212. Violation of Restatement (Third) of Prop.: Servitudes §§  
23 6.13-6.14.  
24

1 107. On or about February 1, 2024, the Association filed a claim under the  
2 Master Policy for damage in Unit 13601 N. Newcastle caused by plumbing  
3 failures inside the unit, which were the homeowner's responsibility, contrary to  
4 the Declaration 12.B, 12.J, 15. without notice, an open meeting, discussion, a  
5 board vote, or official record in the minutes violating A.R.S. 33-1212, By-Law  
6 1.08, and Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

7  
8 108. On or about February 1, 2024, The Association gave approval to the  
9 Association's insurance agent or representative to file claims on the Master  
10 Insurance policy regarding water damage to the unit from two plumbing leaks  
11 in the unit at 13601 N. Newcastle rather than requiring the homeowner to file  
12 under their HO-6 policy with no notice, open meeting, discussion, vote of the  
13 board or official record in the minutes contrary to A.R.S. § 33-1212 and  
14 violating Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

15 109. On or about February 1, 2024, the Association by failing to administer the  
16 insurance statutes impartially, showing improper administration and  
17 favoritism toward the homeowner with regard to insurance payments and thus  
18 shifting the financial burden to other owners, contrary also to A.R.S. § 33-1212  
19 and violating Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

20  
21 110. On or about February 1, 2024 and then multiple times thereafter, the  
22 Association showing willful intent misled homeowners in meetings,  
23 correspondence, and budget discussions by attributing increased insurance  
24 premiums and coverage to national market factors rather than disclosing claims

1 against the Master Policy as the Association hid the violations of A.R.S. § 33-  
2 1212 and Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

3  
4 **IX. COUNT V: VIOLATION OF STATUTE 33-1247**

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

11 112. The Association not only ignored Plaintiff's multiple emails reporting  
12 property deterioration and requesting information but allowed the common  
13 areas to deteriorate. This violated the A.R.S. § 33-1247. Violation of Restatement  
14 (Third) of Prop.: Servitudes §§ 6.13-6.14.

15 113. On or about February 1, 2024, the Association filed a claim under the  
16 Master Policy for damage in Unit 13601 N. Newcastle caused by plumbing  
17 failures inside the unit, which were the homeowner's responsibility, contrary to  
18 the Declaration 12.B, 12.J, 15. without notice, an open meeting, discussion, a  
19 board vote, or official record in the minutes violating A.R.S. 33-1247, By-Law  
20 1.08, and Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

21 114. On or about February 1, 2024, The Association gave approval to the  
22 Association's insurance agent or representative to file claims on the Master  
23  
24

1 Insurance policy regarding water damage to the unit from two plumbing leaks  
2 in the unit at 13601 N. Newcastle rather than requiring the homeowner to file  
3 under their HO-6 policy with no notice, open meeting, discussion, vote of the  
4 board or official record in the minutes contrary to A.R.S. § 33-1247 and  
5 violating Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

6  
7 115. On or about February 1, 2024, the Association by failing to administer the  
8 insurance statutes impartially, showing improper administration and  
9 favoritism toward the homeowner with regard to insurance payments and thus  
10 shifting the financial burden to other owners, contrary also to A.R.S. § 33-1247  
11 and violating Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

12 116. On or about February 1, 2024 and then multiple times thereafter, the  
13 Association showing willful intent misled homeowners in meetings,  
14 correspondence, and budget discussions by attributing increased insurance  
15 premiums and coverage to national market factors rather than disclosing claims  
16 against the Master Policy as the Association hid the violations of A.R.S. § 33-  
17 1247 and Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

## 18 **X. COUNT VI: VIOLATION OF STATUTE 33-1253**

19  
20 117. On or about February 1, 2024, the Association filed a claim under the  
21 Master Policy for damage in Unit 13601 N. Newcastle caused by plumbing  
22 failures inside the unit, which were the homeowner's responsibility, contrary to  
23 A.R.S. §§ 33-1253 without notice, an open meeting, discussion, a board vote on  
24

1 minutes in an official record violating Restatement (Third) of Prop.: Servitudes  
2 §§ 6.13-6.14.

3  
4 118. On or about February 1, 2024, The Association gave approval to the  
5 Association's insurance agent or representative to file claims on the Master  
6 Insurance policy regarding water damage to the unit from two plumbing leaks  
7 in the unit at 13601 N. Newcastle rather than requiring the homeowner to file  
8 under their HO-6 policy with no notice, open meeting, discussion, vote of the  
9 board or official record in the minutes contrary to A.R.S. § 33-1253 and  
10 violating Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

11 119. On or about February 1, 2024, the Association by failing to administer the  
12 insurance statutes impartially, showing improper administration and  
13 favoritism toward the homeowner with regard to insurance payments and thus  
14 shifting the financial burden to other owners, contrary also to A.R.S. § 33-1253.  
15 and violating Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

16  
17 120. On or about February 1, 2024 and then multiple times thereafter, the  
18 Association showing willful intent misled homeowners in meetings,  
19 correspondence, and budget discussions by attributing increased insurance  
20 premiums and coverage to national market factors rather than disclosing claims  
21 against the Master Policy as the Association hid the violations of A.R.S. § 33-  
22 1253 and Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

23 **XI. COUNT VII: VIOLATION OF STATUTE A.R.S. 10-11601**  
24

- 1 121. On or about Jan. 13, 2025 – Association admitted no current  
2 landscaping/ pest control contracts existed; verbal only after request for  
3 documents. Violating A. R. S. § 10-11601 and Restatement (Third) of Prop.:  
4 Servitudes §§ 6.13-6.14.
- 5  
6 122. On or about Jan. 15, 2025 – Association produced only previous year  
7 contracts and one bid from request to review documents, upon information and  
8 belief, Association does not maintain current written contracts. Violating A.R.S.  
9 § 10-11601, and Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- 10 123. On or about June 15, 2024 – Association refused corrections to minutes to  
11 correctly record the actual meeting minutes despite member protests,  
12 violating A.R.S. § 10-11601 and Restatement (Third) of Prop.: Servitudes §§  
13 6.13-6.14.
- 14  
15 124. In 2024 and 2025 – Association conducted association business without any  
16 written record of it in meeting minutes, including but not limited to  
17 appointment of board members, hiring of vendors, reorganization of  
18 committees, expenses, transferring of funds, etc. violating ARS 10-11601 and  
19 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
- 20 125. On or about February 1, 2024, the Association filed a claim under the  
21 Master Policy for damage in Unit 13601 N. Newcastle caused by plumbing  
22 failures inside the unit, which were the homeowner’s responsibility, contrary to  
23 the Declaration, without notice, an open meeting, discussion or a vote; no  
24

1 record in the minutes. violating A.R.S. 10-11601, By-Law 1.08, and Restatement  
2 (Third) of Prop.: Servitudes §§ 6.13-6.14.

3  
4 126. On or about February 1, 2024, The Association gave approval to the  
5 Association's insurance agent or representative to file claims on the Master  
6 Insurance policy regarding water damage to the unit from two plumbing leaks  
7 in the unit at 13601 N. Newcastle rather than requiring the homeowner to file  
8 under their HO-6 policy with no notice, open meeting, discussion, vote of the  
9 board or official record in the minutes contrary to A.R.S. §10-11601 and  
10 violating Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

11 127. On or about February 1, 2024, the Association by failing to administer the  
12 insurance statutes impartially, showing improper administration and  
13 favoritism toward the homeowner with regard to insurance payments and thus  
14 shifting the financial burden to other owners, contrary also to A.R.S. § 10-11601  
15 and violating Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

16  
17 128. On or about February 1, 2024 and then multiple times thereafter, the  
18 Association showing willful intent misled homeowners in meetings,  
19 correspondence, and budget discussions by attributing increased insurance  
20 premiums and coverage to national market factors rather than disclosing claims  
21 against the Master Policy while the Association failed to keep official records  
22 and hid the violations of A.R.S. 10-11601 and Restatement (Third) of Prop.:  
23 Servitudes §§ 6.13-6.14.

24 **XII. COUNT VIII: VIOLATION OF STATUTE A.R.S. 33-1250**

1 129. On or about December 16, 2024, the Association refused Plaintiff's request  
2 for a printed ballot, Annual Meeting package, to call an open meeting to turn in  
3 ballots, and printed communications, restricting delivery methods without  
4 authority, violating A. R. S. § 33-1250 and Restatement (Third) of Prop.:  
5 Servitudes §§ 6.13-6.14.

6  
7 130. The Association failed to provide an in-person voting opportunity and  
8 omitted the ballot return time, thereby denying Plaintiff her statutory right to  
9 cast a ballot in person violating A. R. S. § 33-1250 and Restatement (Third) of  
10 Prop.: Servitudes §§ 6.13-6.14.

11 131. During the December 2024 election – The Association failed to allow in-  
12 person voting and omitted ballot return time on the ballot violating A. R. S. §  
13 33-1250 and Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

14  
15 **XIII. COUNT VIX: ALLEGATIONS AGAINST DIRECTOR GOTTMAN**

16 **COUNT 1. BREACH OF FIDUCIARY DUTY TO A SHAREHOLDER**

17  
18 132. During 2024 and 2025 – Gottman personally intercepted Plaintiff's request  
19 for Association records, and unilaterally and directly denied them before  
20 allowing them to reach the keepers of the records, the board, or any other  
21 party. Upon information and belief, targeting selectively one member for  
22 records denial is outside the scope of duties of Gottman as a Board Director.  
23 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.  
24

1 133. On or about February 2024, Gottmann unilaterally established and  
2 enforced a meeting speaking time-limit rule without proper process, equal  
3 application and selective enforcement using it to cut off only Plaintiff from  
4 speaking depriving Plaintiff of equal participation rights, suppressed her ability  
5 to present governance concerns, and diminished her ability to protect her  
6 property interests. Violation of Restatement (Third) of Prop.: Servitudes §§  
7 6.13-6.14.

8  
9 134. On or about February 17, 2024, in a pattern of Gottmann's continual and  
10 selective targeting of the Plaintiff, Gottman interrupted Plaintiff's comments  
11 during open discussion on open-meeting violations and stated he was going to  
12 adjourned the meeting and then allowed others to speak instead. Upon  
13 information and belief, it was Gottman's sole purpose to silence  
14 Plaintiff. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

15  
16 135. On or about March 16, 2024, Gottmann continued to selectively target  
17 Plaintiff as he unilaterally cut Plaintiff off before her allotted time expired,  
18 suppressing her ability to present another member's statement. There exists no  
19 basis for Gottman selectively silencing Plaintiff. Violation of Restatement  
20 (Third) of Prop.: Servitudes §§ 6.13-6.14.

21 136. On or about September 17, 2024 and other times, Defendant Mark  
22 Gottmann, in his continual effort to both selectively target and harass Plaintiff  
23 using Association resources sent letters or the equivalent to all Association  
24

1 members publicly blaming Plaintiff for legal fees and other Association  
2 problems.

3  
4 137. On or about February 1, 2024 - Gottmann unilaterally and selectively  
5 removed Plaintiff from the Landscaping Committee and dissolved the  
6 committee without open-meeting approval, while violating multiple  
7 statutes. Plaintiff has a right to be treated lawfully and Defendant Gottman has  
8 a fiduciary duty to treat Plaintiff fairly in accordance with declarations and  
9 statutes. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

10 138. Upon information and belief, Gottmann hosted HOA social events and  
11 purchased gifts for members, Plaintiff was intentionally excluded from the  
12 invites by Director Anderson. Damages: Plaintiff suffered exclusion from  
13 community activities, division within the community, and diminished trust in  
14 governance. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

15  
16 **XIV. COUNT 10X. DIRECTOR ANDERSON BREACH OF**  
17 **FIDUCIARY DUTY TO A SHAREHOLDER**

18  
19 139. On or about the March 16, 2024 meeting, Anderson made verbal personal  
20 attacks against Plaintiff regarding the "Workers Comp – If Any" policy and  
21 failed to maintain decorum, in an attempt by Anderson for Plaintiff to suffer  
22 humiliation, impairment of her ability to present governance issues, and  
23 diminished participation rights as listed in the declarations and  
24 statutes. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

1 140. Upon information and belief, Anderson hosted HOA social events and  
2 purchased gifts for members, Plaintiff was intentionally excluded from the  
3 invites by Director Anderson. Damages: Plaintiff suffered exclusion from  
4 community activities, division within the community, and diminished trust in  
5 governance. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

### 6 **XV. COUNT 1: DECLARATORY JUDGMENT**

7  
8 141. Plaintiff incorporates by reference all preceding paragraphs and factual  
9 allegations as if fully set forth herein. Pursuant to A.R.S. §§ 12-1831 et seq., an  
10 actual justiciable controversy exists between the parties regarding the rights  
11 and obligations under the Association's Declaration, Bylaws, Articles of  
12 Incorporation, and applicable Arizona statutes, as Defendants' actions have  
13 caused direct, individualized harm to Plaintiff, including deprivation of  
14 governance rights, monetary losses, diminished property value, and  
15 interference with property enjoyment. Plaintiff seeks declarations to resolve  
16 these controversies and prevent further harm, even where other remedies may  
17 be available.

### 18 **XVI. (DECLARATION, BYLAWS, AND ARTICLES OF INCORPORATION)**

- 19  
20 1. The Declaration, Bylaws, and Articles of Incorporation form enforceable  
21 contracts between Plaintiff and the Association. *Johnson v. Pointe Community*  
22 *Ass'n, Inc.*, 205 Ariz. 485, ¶ 23 (App. 2003).  
23 2. An actual controversy exists as to whether Defendants breached these contracts  
24 through ultra vires acts exceeding their authority, including unauthorized

1 elections and appointments (e.g., Chairperson on February 1, 2024; board  
2 members on February 5, 2024, and June 21, 2024); removal of Plaintiff from the  
3 Landscaping Committee (February 1, 2024); unauthorized financial transfers and  
4 expenditures (e.g., \$5,198.69 transfer in February 2024; funds to second bank  
5 account in June 2024; \$255 law firm invoice in October 2024; \$500 demand letter  
6 payment in January 2025; lighting expenditures in Fall 2024); unauthorized  
7 contracts and policies (e.g., Bermuda grass plan in 2024; roof repairs at 13609 N.  
8 Newcastle in early 2024; sprinkler repairs in early 2024; landscaping hire in  
9 March 2025; "Workers Comp If Any" policy on March 16, 2024); improper  
10 assessments (roof repair on February 24, 2024); lien release without payment  
11 (January 2024); selective enforcement targeting Plaintiff (e.g., speaking limits and  
12 interruptions in February 2024, February 17, 2024, and March 16, 2024);  
13 favoritism in events and decisions (2024-2025); failure to maintain common  
14 elements (2024-2025); improper budget processes (October 12 and 19, 2024);  
15 insurance deductible change without vote (July 20, 2024); and refusal of printed  
16 ballots (December 16, 2024).

- 17 3. These acts violate Declaration § 9.E (open meetings/votes), Bylaws §§ 1.03, 1.06,  
18 1.08, 1.09 (maintenance, assessments, equal treatment), and Articles of  
19 Incorporation (governance procedures). *Prieve v. Flying Diamond Airpark, LLC*,  
20 252 Ariz. 195, 200 ¶ 15 (App. 2021).
- 21 4. Plaintiff requests the Court declare that: (a) Defendants breached the contracts  
22 through these ultra vires acts; (b) such acts are void and unenforceable; and (c)  
23 Plaintiff is entitled to enforce her contractual rights without further interference.  
24

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**XVII COUNT II: DECLARATORY JUDGMENT - VIOLATION OF A.R.S. § 33-1258  
(INSPECTION OF RECORDS)**

1. An actual controversy exists as to whether Defendants violated A.R.S. § 33-1258 by denying or delaying access to records within ten business days, including general ledgers, bank statements, contracts, violation letters, architectural forms, and budget information (multiple times in 2024), limiting access, and excluding non-exempt items.
2. Exemptions under § 33-1258(B) (e.g., privileged communications) do not apply. Restatement (Third) of Property: Servitudes §§ 6-13-6.14.
3. Plaintiff requests the Court declare that: (a) Defendants violated § 33-1258; (b) Plaintiff has a right to immediate access to all non-exempt records; and (c) Defendants' willful non-compliance entitles Plaintiff to statutory remedies, including costs and fees.

**XVIII. COUNT III: DECLARATORY JUDGMENT - VIOLATION  
OF A.R.S. § 33-1248 (OPEN MEETINGS)**

1. An actual controversy exists as to whether Defendants violated A.R.S. § 33-1248(A)-(D) by conducting business without open meetings, notice, agendas, or votes, including the acts in Count I; refusing statements (March 16, 2024); committee appointments without solicitation (June 15, 2024); legal counsel retention (July 2024); and selective restrictions on Plaintiff.
2. No exceptions (e.g., legal advice) apply. *Prieve*, 252 Ariz. at 198 ¶ 8.

- 1           3. Plaintiff requests the Court declare that: (a) Defendants violated § 33-1248; (b) all  
2           unauthorized actions are void; and (c) future meetings must comply with open  
3           requirements, including Plaintiff's participation rights.

4  
5           **XIX. COUNT IV: DECLARATORY JUDGMENT - VIOLATION OF**  
6           **A.R.S. § 33-1212 (UNIT BOUNDARIES AND RESPONSIBILITIES)**

- 7           1. An actual controversy exists as to whether the improper half-cost assessment for  
8           a common element roof repair (February 24, 2024) violated A.R.S. § 33-1212,  
9           which allocates maintenance responsibilities.  
10          2. Combined with § 33-1247(A), this shifted costs improperly.  
11          3. Plaintiff requests the Court declare that: (a) Defendants violated § 33-1212; (b) the  
12          assessment is invalid; and (c) common element costs must be borne by the  
13          Association alone.

14  
15                           **XX. COUNT V: DECLARATORY JUDGMENT -**  
16           **VIOLATION OF A.R.S. § 33-1247 (UPKEEP OF CONDOMINIUM)**

- 17          1. An actual controversy exists as to whether Defendants violated A.R.S. § 33-  
18          1247(A) by failing to maintain common elements (e.g., ignoring reports in 2024-  
19          2025; sinkholes, weeds, irrigation neglect) and improper assessments (February  
20          24, 2024). Restatement (Third) of Property: Servitudes § 6.13.  
21          2. Plaintiff requests the Court declare that: (a) Defendants violated § 33-1247; (b) the  
22          Association must promptly repair common elements; and (c) Plaintiff is excused  
23          from related costs.  
24

1 **XXI. COUNT VI: DECLARATORY JUDGMENT - VIOLATION OF**  
2 **A.R.S. § 33-1253 (INSURANCE)**

3  
4 An actual controversy exists as to whether Defendants violated A.R.S. § 33-1253  
5 by filing master policy claims for unit-specific damages (February 1, 2024),  
6 favoritism in administration, and misleading about premiums.

- 7  
8 1. This shifted burdens improperly under §§ 33-1253(A), (D).  
9 2. Plaintiff requests the Court declare that: (a) Defendants violated § 33-1253; (b)  
10 unit-specific claims must use HO-6 policies; and (c) premium increases from  
11 violations cannot be assessed to Plaintiff.

12 **XXII. COUNT VII: DECLARATORY JUDGMENT -**  
13 **VIOLATION OF A.R.S. § 10-11601 (CORPORATE RECORDS)**

- 14  
15 1. An actual controversy exists as to whether the Association violated A.R.S. § 10-  
16 11601(A)-(E) by failing to maintain records (e.g., verbal contracts admitted  
17 January 13, 2025; refused corrections June 15, 2024; lacking minutes for 2024-2025  
18 acts).  
19 2. Plaintiff requests the Court declare that: (a) Defendants violated § 10-11601; (b)  
20 all unrecorded acts are invalid; and (c) the Association must maintain and  
21 provide complete records.

22 **XXIII. COUNT VIII: DECLARATORY JUDGMENT -**  
23 **VIOLATION OF A.R.S. § 33-1250 (VOTING)**  
24

1. An actual controversy exists as to whether Defendants violated A.R.S. § 33-1250(C)-(D) by refusing printed ballots, omitting return times, denying in-person voting (December 16, 2024).
2. Plaintiff requests the Court declare that: (a) Defendants violated § 33-1250; (b) affected elections are invalid; and (c) future voting must include in-person options and printed materials.

### **XXIII. COUNT IX DECLARATORY JUDGMENT -**

#### **BREACH OF FIDUCIARY DUTIES AND PERSONAL LIABILITY**

1. An actual controversy exists as to whether Gottmann and Anderson breached fiduciary duties under A.R.S. § 10-3830(A) through selective targeting (e.g., records denials, interruptions, committee removal, public blaming September 17, 2024; verbal attacks March 16, 2024; event exclusions).
2. These ultra vires acts cause direct harm. *Prieve*, 252 Ariz. at 200 ¶ 15; *Albers v. Edelson Tech. Partners L.P.*, 201 Ariz. 47, 52 ¶ 16 (App. 2001); Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
3. Plaintiff requests the Court declare that: (a) Defendants breached fiduciary duties; (b) they are personally liable for resulting harms; and (c) such acts are outside their authority.

### **XXV. COUNT X: DECLARATORY JUDGMENT -**

#### **GENERAL RIGHTS AND OBLIGATIONS**

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1. An actual controversy exists as to Plaintiff's direct, individualized harms (not derivative) under the governing documents and statutes. A.R.S. § 12-1832.
  2. Plaintiff requests the Court declare that: (a) Plaintiff's harms entitle her to enforcement; (b) Defendants must comply with all cited provisions; and (c) future violations will entitle Plaintiff to immediate relief.

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## XXVI. PRAYER FOR RELIEF

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WHEREFORE, Plaintiff requests:

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- A. Declarations as set forth in each Count above;
  - B. Compensatory and consequential damages proven at trial;
  - C. Pre - and post-judgment interest;
  - D. Costs and fees under A.R.S. §§ 12-341, 12-341.01, 33-1258;
  - E. Such other relief as the Court deems just.

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DATED: August 15, 2025.

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Respectfully submitted,

1 /s/ Lisa Marx  
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4 Lisa Marx, Pro Per  
5 13610 N. 111th Ave.  
6 Sun City, AZ 85351  
7 602-748-7781  
8 aimtodogood@gmail.com  
9

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19 This 15th day of August, 2025, to:  
20

21 Charles H. Oldham, Esq.  
22

23 1400 E. Southern Avenue, Suite 400  
24

Tempe, AZ 85282-5691

1 Chuck.Oldham@chdblawn.com

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By: /s/Lisa Marx

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