

Claim 1- VIOLATION OF THE OPEN MEETING LAWS
STATEMENT OF FACTS AND BREACH

Contrary to the provisions of:

ARS 33-1248 (A)(D)(E) and (F), ARS 10-11601. A, D, and E. 4 and 5., Tara Condominium Declaration of Restrictions 9.B, Tara Condominium Declaration of Restrictions 9.E., Tara Condominium By-Laws 1.02, Tara Condominiums By-Laws 1.04, and ARS 33-1247:

The Tara Board of Directors and Mark Gottmann personally, failed to act in good faith, were negligent in their duties, acted arbitrarily, capriciously, and practiced an abuse of discretion when they violated their fiduciary Duty of Care, Duty of Loyalty and Duty to Act Within the Scope of Authority by violating state statutes and the Tara Declaration of Restrictions when they repeatedly violated the Open Meeting Laws and took actions in the association without the authority of a majority vote of the board in an open meeting and denied members the right to be heard before any action was taken.

The board failed to keep written records of all actions taken by the members or board of directors without a meeting and a record of all actions taken by a committee of the board of directors on behalf of the corporation.

These actions are not in the best interest of the community as they are in violation of the laws.

1. Upon resignation of the new Chairperson, Tina Shepherd, on January 31, 2024, the Tara Board Secretary, Mark Gottmann, on 2-1-24 at 5:27

p.m., **announced** that he **assumed** the role of Chairperson without an open meeting and without any documentation in the next meeting minutes. No emergency declared. Take notice on Ex. 6; The notice of the February 17, 2024 Board meeting, that now self-appointed Chairperson Gottmann cited a portion of the open meeting law ARS 33-1248. **(See exhibits 1, 6 and 7)**

2. On 2-1-24 at 5:34 p.m. seven minutes after unilaterally taking over the chairmanship, Mark Gottmann, sent an email to Lisa Marx stating,

“You are not part of a landscaping committee as that Committee does not exist.”

Mark unilaterally removed Lisa Marx from the Landscaping Committee that she had led the prior three years and whose position on the committee she declared that she still wanted to be a participant of regardless of being a board member or not. He also dissolved the Landscaping Committee that was seeking new members as of the January 20, 2024 Board meeting. Renee Snow is documented in the meeting minutes as volunteering to be on the Landscaping Committee. This action took place without a meeting and no documentation of the action was put in the February board meeting agenda or meeting minutes. Homeowners were not afforded the opportunity to address the issue before the board took formal action. There isn't any documentation that there was a board vote. No emergency was declared.

Ex. 3, January 20, 2024 agenda states, “Looking for volunteers

for Landscaping Committee”. Ex. 4 Minutes of the January 20, 2024 meeting further documents the landscaping committee and that Renee Snow volunteered to be a part of it. The February meeting (Ex. 6) sites ARS 33-1248 regarding open meetings yet action of the board is taking place without a meeting. A board member does not have legal authority to act on behalf of the association unilaterally outside of an open meeting. **(See exhibits 2, 3, 4, 6, 7, 82)**

3. On 2-5-24, Mark Gottmann sent out an e-mail announcing, “Please welcome our new Board Member at Large at Tara Condominiums Association: Stephanie Buschart Thank You, Mark Gottmann Chairman Tara Condominiums Association.”, There isn’t any documentation of this action on an agenda, in an open meeting of the board, or in meeting minutes. There isn’t any indication of a board vote. No emergency was declared. Stephanie has been allowed to attend Executive Meetings, be a part of establishing a quorum, vote on issues of the board, and be placed on the documents of the Corporation Commission all without ever being voted in as a board member in an open meeting. **(See exhibits 5, 6 and 7)**
4. In February of 2024 the Board moved \$5,198.69 from the Homeowners Equity line of the financials to the Major Maintenance Reserve Account

without a motion of the board and majority vote of the board in an open meeting giving them the authority to carry out action on behalf of the owners of the units. There isn't any written documentation of this action in any minutes. Homeowners were denied the right to give input. (EX 4,7, 67)

5. At the March 16, 2024 Tara Board meeting Mark Gottman, Chairperson, would not allow a statement to be read by Lisa Marx for correcting board meeting minutes prior to the board voting on them. While Lisa Marx repeatedly tried to make explanations about the corrections, Mark Gottmann repeatedly stated, "No" in cutting her off from speaking. Lisa Marx then stated, "So you are not going to allow there to be a statement about the corrections that need to be made?" Mark then stated, "No. The corrections that need to be made to the minutes are technically from board members." (See exhibit 23 audio)

6. At the March 16, 2024 board meeting, Chairperson Gottmann took unilateral action **announcing**:

The Tara Board has secured a "Workers Comp – If Any" policy to help cover any liability issues that may occur from homeowner volunteers that may help us doing small tasks in the community. This policy was suggested to us by Casey Bell, our insurance agent. The premium for the first year of this policy has been generously donated by an anonymous donor.

This action was made unilaterally by chairperson Gottmann in the form of an **announcement**. There isn't any documentation of a board vote and no

opportunity for input from unit owners was afforded at all. Ex. 9, Notice of the Special Meeting, does not make any mention of a “Workers Comp-If Any Policy” to be discussed or voted on by the board. Ex. 10, the Minutes of the Special Insurance Meeting do not contain any mention of the “Workers Comp-If Any Policy”. Ex. 11, the email containing the first Notice of the March 16, 2024 meeting sent out Wednesday March 13, 2024 at 7:24 p.m. (after the Special Insurance Meeting) and Ex. 12, the first notice of the March 16, 2024 meeting make no mention of the “Workers Comp-If Any Policy”. Ex. 13., on Thursday, March 14, 2024 at 2:37 p.m. is a new email sent out regarding the March 16, 2024 Board Meeting with an addition to the agenda. Ex. 14., the new notice for the March 16, 2024 meeting contains the first mention of a “volunteer” Workers Comp-If any policy”. No where between Wednesday the 13th 7:24 p.m. first notice of the March 16th, 2024 meeting and the 2nd notice on Thursday at 2:37 p.m. was an open meeting held by the board allowing members to give their input on the policy before the Board took formal action. No where is there a record from an open meeting that the board did take a formal vote on the issue as is required by the Tara Condominium Association C,C, and Rs point 9.E. “A majority vote of the Managers shall entitle said Board to carry out action on behalf of the owners of the units.” To this day there has been a refusal of

the Board to even give the information regarding the policy to the homeowners as is required. Ex. 15, Minutes for the March 16th meeting only includes an announcement by Mark Gottmann that the policy was secured. Donations by anonymous donors do not give a board any authority to take action without a meeting and circumvent proper process.

(See exhibits 9, 10, 11, 12, 13, 14, 15 and Audio 25)

7. At the March 16, 2024 board meeting, Chairperson Gottmann made a unilateral decision **announcing:**

Presentation on planting of Bermuda grass this spring. This will need to wait until the nighttime lows are consistently above 75 – 80 degrees.

Steps:

1. Broadleaf weed application by Tride and True on March 28 – Please keep children and pets off the grass until the application is dry

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2. Landscaper will dethatch the grass areas – we have since determined that the spring is not the time to dethatch Bermuda grass
 3. Fertilizer application
 4. Spread the Bermuda seed on all of the grass areas
 5. Spread a thin layer of soil topper on the bare spots to help the Bermuda seed to take hold
 6. Set the sprinklers to run six times a day for 2 min each cycle for a 2 week period to help the seed to germinate

Mark did not hold a formal vote which is required for the board to take

action on behalf of the unit owners in an open meeting, nor did he consider any input from the community before making the unilateral decision. **(See exhibits 11, 12, 13, 14, 15 and Audio 24)**

8. Per the Spring Newsletter emailed to members on 3-17-24 the board approved a repair to the roof over unit 13609 N. Newcastle. There isn't any record of this action on meeting agendas or minutes, no opportunity was afforded to members to speak about the issue before a board vote because the action took place without an open meeting. There isn't any indication that the issue was an emergency. There isn't any documentation of a board vote.

Additionally, the roof is a part of the common element and according to ARS 33-1247 "Upkeep of the condominium". Exhibits 11, 12, 13, 14 and 15 have no mention of a roof repair being discussed or approved in an open meeting just the day before the newsletter was sent out making the announcement of the repair on March 17, 2024, see Ex. 16 and 17. In a condominium, roofs are a part of the common area and the association is responsible to maintain them.

The new homeowner was made to pay half of the cost of the repair to the common element to the sum of about \$575. This homeowner had no

responsibility for the damage done to the roof and therefore should not have even been a part of the equation.

The new homeowner's rights could have been advocated for if the issue was addressed in an open meeting. All proper protocol regarding notices, open meetings, input from the community and a vote of the board were ignored. No emergency was declared nor mentioned in any meeting minutes. The requests for information in Exhibits 18 – 20 regarding work done without an open meeting fell on deaf ears. **(See exhibits 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 58, 59 and 60)**

9. Per the Spring Newsletter emailed to members on 3-17-24, the board allowed repairs to be made to a 6 ft. length of roof overhang between 13631 and 13633 N. Newcastle and the whole length of 111th Ave's building. It is stated that the work was done, "with the assistance of resident volunteers." The resident volunteers were in fact Mark Gottmann and Dennis Anderson, board members, as is evidenced in photos. No emergency was declared and there isn't any documentation of the actions in any meeting agenda nor minutes. Members were not afforded the opportunity to speak about the issue as nothing regarding the issue took place in an open meeting. There isn't any documentation of a board vote.

Board members or "volunteers" should never have been allowed to touch

anything regarding the roof as the roof is under warranty by Legacy Roofing. Board members and “volunteers” are not licensed, bonded nor insured to be doing roof repairs. The board members are acting outside of their scope of authority. They could have jeopardized the warranty. The two board members, Mark Gottmann and Dennis Anderson, are acting like they own the property personally and can do whatever they want whenever they want. They are acting as unauthorized handymen. They are not acting as board members. **(See exhibits 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 28)**

10. Per the Spring Newsletter emailed to members on 3-17-24, the board allowed repairs to be made to a vent pipe on the roof of the south building of Aster Court and reattached an A/C condensation line on the same roof as well as re-securing loose nails in the carport fascia at 13609 N. Newcastle. There isn't any documentation of the actions in a meeting agenda or meeting minutes. The community was not afforded the opportunity address the issue with the board before the board took action as there wasn't an open meeting addressing the issue. There isn't any documentation of a board vote. No emergency was indicated. The board members are acting outside of their scope of authority. They are creating a liability to the association as unlicensed, uninsured workers.

The two board members, Mark Gottmann and Dennis Anderson, are acting like they own the property personally and can do whatever they want whenever they want. They are acting as unauthorized handymen. They are not acting as board members.

Additionally, vent pipes and condensation drip lines are the responsibility of individual homeowners to hire repairmen. The board never should be including personal homeowner's repairs in the community newsletter that involves the common elements. **(See exhibits 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20)**

11. Per the Spring Newsletter emailed to members on 3-17-24, the board allowed repairs to an 80 ft pressurized section of the sprinkler lines with two unlicensed and uninsurance board members doing a large portion of the work over a 5 weeks period of time. There isn't any documentation of the actions in a meeting agenda or meeting minutes. The community was not afforded the opportunity to address the issue with the board before the board took action as there wasn't an open meeting addressing the issue. There isn't any documentation of a board vote. No emergency was indicated. The board members are acting outside of their scope of authority taking on repair projects that should have been done by licensed and insured workers. They are creating a liability to our association and not

looking out for the best interests of the association. **(See exhibits 3, 4, 6, 7, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 30)**

12. Per the Spring Newsletter emailed to members on 3-17-24, Dennis, Mark and resident volunteers were filling depressions in the grass areas of the community and painting citrus tree trunks in the community. This was done without any notice to the community of the project so others could volunteer, and after Mark unilaterally dissolved the Landscaping Committee. There isn't any documentation of the actions in a meeting agenda or meeting minutes. The community was not afforded the opportunity to address the issue with the board before the board took action as there wasn't an open meeting addressing the issue. There isn't any documentation of a board vote. No emergency was indicated. Mark handpicked people who were allowed to work on the projects and excluded people he did not want participating. He is not acting impartially, but is showing favoritism to some members of the community over others. **(See exhibits 3, 4, 6, 7, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 29)**

13. On May 6, 2024, Chairperson Gottmann sent out an email to the community announcing a community website. No agendas, meeting minutes or board votes addressing this issue have been provided. No opportunity for

community input was provided before making a formal decision of the board in an open meeting. Nothing stated indicates an emergency. **(See Exhibits 21 and 22)**

14. Additional projects have been in progress on the property including but not limited to Mark and Dennis spraying weeds when we had a contract in place for weed treatment that was not being utilized during the warranty period, Mark, Tina and Dan working on digging up the grass around the base of trees and putting down mulch and Dennis Anderson refinishing the wood shutters in Del Mar Court. None of these actions have been on an agenda and addressed in an open meeting allowing members to make comments before the board takes formal action. None of these projects are in meeting minutes and no formal vote of the board is documented in an open meeting authorizing such activities. No emergency was declared. **(See exhibits 3, 4, 6, 7, 11, 12, 13, 14, 15, 18, 19, 20, 26, 27, and 29)**

15. On June 15, 2024 at the board meeting Mark Gottmann refused to allow corrections to be made to the minutes even after numerous people protested about him not allowing members to make corrections. I, Lisa Marx stated, "The community is supposed to be allowed to make a comment to the board to correct things." Mark spoke over the protest and stated, "On the board meeting minutes, no. That is board business and it is

for the board members. That's the way we are doing it." These actions are not in the best interest of the community and demonstrate Mark's inability to listen to input from the people he is supposed to be representing. **(See exhibit 31-33 and audio clip ex. 39)**

16. On the June 15, 2024 meeting agenda Mark stated, "Introduction of Budget committee members" and in the meeting he gave an Introduction of the budget committee to work on creating the 2025 budget. The committee will be chaired by Stephanie Buschart and the members are Mark Gottmann, Judy Rice, Tina Marie Shepherd, Debbie Nihei, Robert Kreuter, and Sher Rawlings. Budget committee meetings will be announced and homeowners will be welcome to attend. Prior to the announcement of the Budget Committee members, nothing was stated to the community in a newsletter or agenda seeking participation of volunteers to serve on the Budget Committee. There wasn't any discussion in an open meeting regarding the need for the committee. No emergency was declared. Historically, the meetings and committees were open to all members of the community. **(See exhibits 31,32, 33, 37 and 38 and audio clip Ex. 40)**

17. On June 21, 2024, Mark Gottmann sent out an e-mail announcing,

"Please welcome our new Board Member at Large at Tara Condominiums Association: Sher Rawlings Thank You, Mark Gottmann Chairman Tara Condominiums Association."

There isn't any documentation of this action on an agenda, in an open meeting of the board, or in meeting minutes. There isn't any indication of a board vote. No emergency was declared.

Sher is listed as a Board member on the July 20, 2024 Insurance Meeting. For the July 27, 2024 meeting, 5 weeks after Mark puts Sher Rawlings on the Board unilaterally, he puts on the agenda, "Ratify appointment of Sheryl Rawlings to the Tara Condominium Board of Directors at large." He establishes the quorum with a person not even voted onto the Board yet and then she is allowed to vote on approving two sets of minutes while not an official board member. When it gets to the part of the meeting that voted on Sher as a Board member, Mark holds the vote and then lets Sher vote for herself to be placed on the board. Lisa Marx challenged the vote and stated how can a person vote for themselves to be a board member? Mark acknowledges this is correct, but then still does not tally the vote correctly documenting in the record 3 yes votes and 1 abstain.

During the September 21, 2024 Board Meeting at the point where the board was wanting to approve the July 27, 2024 meeting minutes as written and dispersed, I brought up these errors that needed to be corrected: Sher Rawlings should not have been listed as a member of the board establishing the quorum as she was not voted onto the board until later in the meeting July 27, 2024, Sher could not vote to approve

the June 15, 2024 meeting minutes nor the July 20, 2024 meeting minutes because she had not been voted on to be a board member yet. Mark replied, "Ugh, ugh, she was actually appointed by the board in an Executive Board meeting, um, before that. So yes, she was a board member at that time."

This opens up a whole new violation of the open meeting law, including taking action in an Executive meeting that is not one of the 5 points indicated under ARS 33-1248 (A) 1-5. All 5 of the Executive Meeting called thus far (2-16-24, 5-22-24, 6-20-24, 6-28-24 and 7-19-24) were all called under the cause of 33-1248.2, correctly stated ARS 33-1248 (A)2 Pending or contemplated litigation. **(See exhibit 34, 43, 48, 49, 50, 51, and 52, audio clips Ex. 42, 44, 47)**

18. Mark Gottmann stated in the June 21, 2024 meeting that Sher Rawlings was appointed to the board in an Executive Board Meeting which would be a violation of the Open Meeting Laws as it does not fall under one of the 5 points indicated under ARS 33-1248 (A) 1-5. Additionally, the Executive Meeting was held under the guise of ARS 33-1248.2, thus falsely representing the purpose of the meeting and in violation of the Open Meeting Laws. ARS 33-1248 A. in the last sentence states, "Any portion of a meeting may be closed only if that portion of the meeting is limited to

consideration* of one or more of the following...” and then it lists the five reason to hold an Executive Meeting. **(See exhibits 48, 49, 50, 51, audio clips Ex. 42, 47)

19. On June 15, 2024 at the board meeting Mark Gottmann announced:

“Update planting of Bermuda grass this spring. We spread Gypsum on the bare spots and raked the bare spots to work the gypsum in a couple of days before the grass seeding. Our landscaper spread the Bermuda grass seed on all of the grass areas on May 31. We spread Soil Topper on all of the bare spots to provide some cover, starter fertilizer and mulch. We set up a watering schedule of watering every 2 hours to keep the soil moist to give the grass a chance to sprout. The grass is starting to sprout. We will continue the daily watering at the suggestion of our landscaper until the end of Wednesday.”

There wasn't any vote of the board in an open meeting allowing members of the community to address the board before a vote to plant the Bermuda grass or to spend money on Gypsum, soil toppers, or grass seed to the sum of \$1,125.99 according to the two vouchers provided. **(See exhibits 31, 32,33, 35, 36 and audio clip Ex. 41)**

20. In July of 2024, the Tara Condominium board entered into an agreement hiring the Travis Law Firm to Represent the Tara Condominium Association outside of an open meeting and with no prior knowledge of the action given to association owners to address the issue with the Board. No emergency was

declared. The first mention of having obtained an attorney was made by Mark Gottmann in an open meeting of the Board on July 27, 2024 in regards to a statement made to the board regarding the appointment of Sher Rawling and then a ratification 5 weeks later, "That's your opinion, Lisa. It is not the opinion of our legal advice." In response to a different motion, a question was asked to the Board, "Is any Board permitted to violate a statute?" Mark Gottmann stated, "Um, we have been in communication with our lawyer and this, this, this, this, this, this this motion is approved by him."

There were mentions of the board taking a class led by the attorney and numerous other references of the attorney approving the actions of the board on different occasions since the July 27, 2024 meeting. None of this consultation or teaching was approved in an open meeting. The July invoice shows that the "New File Fee" was charged July 1, 2024. For almost a full month the board had been using an attorney that was never approved of in an open meeting with a board vote, before Mark Gottmann started using the excuse that an attorney approved the things he was doing, therefore he could do them at the July 27th meeting.

On September 17, 2024, two days before the Notice of the September 21, 2024 Board Meeting was sent out, Mark Gottmann sent out a defamatory letter to the community blaming Lisa Marx for the Board's need to hire an attorney. In

that letter, he used her name 9 times personally to justify his actions. He claims the board took the “high road”, yet there are countless violations of the open meeting laws, records requests, not treating all members fairly, showing preferential treatment, and flat-out character assassination of Lisa Marx to the community in numerous ways.

On September 20, 2024, I email requested the itemized statements through August 2024 for the Travis Law Firm. (EX 75) This was due by 10-4-24 and not received timely. I received the July Invoice on October 21, 2024. (EX 76 and 77) The August statement was sent out by Mark 3-16-25, 5 months late. (EX 78 and 79) During the September 21, 2024 Board meeting a motion was put forth to approve the July and August 2024 Invoices for the Travis Law Firm (EX 55) when using an attorney was never authorized by a majority vote of the board in an open meeting. The board approved the payment of the two vouchers. The July invoice for \$1,417 was paid in the September 2024 Financials. The August voucher of \$1,095 was paid out of the October 2024 financials along with another Travis Law Firm invoice in the sum of \$255. (EX 77, 79, 84, 85, 86)

21. The Tara Board paid two more invoices to the Travis Law Firm without a majority vote of the board in an open meeting to employ the services of the firm nor pay the bills and allowing the members to address the Board beforehand. One of the bills was for \$255 and combined with the August

bill of \$1,095 for a total of \$1,350 deducted from the October 2024 Financials. The other bill was for \$438 and deducted from the November 2024 Financials. There would not have been a need to hire an attorney if Mark followed the plain and simple laws written instead of trying to circumvent them every chance he could with the help of an attorney. Mark has proven himself to be negligent in honoring his fiduciary duties and has blatantly snubbed the laws and has done his own thing violating the rights of all of the rest of the homeowners to fulfill his own agenda. He should be held personally responsible to pay the legal bill incurred. (Ex 85, 86, 87, 88, 56, Audio Ex. 44 at 57sec., EX. 57)

22. Mark Gottmann called an Executive Board Meeting for July 19, 2024 under ARS 33-1248.2, falsely representing the purpose of the meeting and in violation of the Open Meeting Laws according to the invoice dated July 31, 2024 from the Travis Law Firm that states, "July 19, 2024 Examine email from Director Gottman re topics for Board training; review By-Laws & Rules; Attend Meeting with Directors re Board training and questions" This was 1.5 hours of time at a charge of \$547.50 without a majority vote of the board in an open meeting and allowing homeowners the right to address the issue before a vote of the board sanctioning such activity or expense. The association had no prior knowledge of the board's unforthcoming

actions. ARS 33-1248 A. in the last sentence states, “ Any portion of a meeting may be closed only if that portion of the meeting is limited to *consideration of one or more of the following...” and then it lists the five reason to hold an Executive Meeting. Attending a Meeting with Directors re Board training and questions, does not fall under the stated statute’s reasons for holding an Executive Meeting. (EX. 52, 77)

23. Mark Gottmann placed on the agenda for the July 27, 2024 meeting the following statement: “ 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”. After numerous protests from the community, he spoke over people to hold the vote to approve the action as written.

Approving previous maintenance work by the board and volunteers and money spent during the prior 7 months of the year and in violation of the open meeting laws does not rectify the denial of the homeowners to be able to address the board in an open meeting prior to the board taking formal action.

Additionally, approving the expenditure of unknown maintenance projects with unknown costs for some future date does not satisfy the requirements

of the items being placed on an agenda for an open meeting and allowing members to speak before the board takes formal action. This type of action has no transparency with the community and amounts to allowing 2 of 5 board members to decide privately what projects need to be done on the property with the community money and without input from the other board members or the community. It also amounts to the board voting to violate the open meeting laws, which it does not have a right to change, ignore or violate. This is not in the best interest of the community. **(Ex. 45, 46 and Audio Ex. 57)**

24. Mark Gottmann placed on the agenda for the July 27, 2024 meeting the following statement: "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". Again, protest to Mark's intended actions were brought forth and it was very clearly stated to him why the board should not be taking this type of action. Mark ignored what was stated and held the vote to approve the action as written. Approving previously done landscaping work done by the board and volunteers and approving the money spent during the prior 7 months of the year and in violation of the open meeting laws does not rectify the denial of the homeowners to be able to address the board in an open

meeting prior to the board taking formal action. Additionally, approving the expenditure of unknown landscaping projects with unknown costs for some future date does not satisfy the requirements of the items being placed on an agenda for an open meeting and allowing members to speak before the board takes formal action. This type of action has no transparency with the community and amounts to allowing 2 of 5 board members to decide privately what projects need to be done on the property with the community money and without input or a vote from the other board members or the communities' input. This is not in the best interest of the community. **(Ex. 45, 46 and Audio Ex. 57)**

25. In June of 2024, the Tara board authorized the transfer of a large sum of community funds to a second bank account with Colby without anything being addressed in an open meeting of the board, no vote and no opportunity for community members to address the issue before the board took action. **(Ex. 61)**

26. On a receipt dated June 12, 2024 and paid July of 2024, Dennis Anderson spent \$50.79 of association funds for Home Depot supplies without a motion of the board and majority vote of the board in an open meeting giving them the authority to carry out action on behalf of the owners of the units. There isn't any written documentation of this action in any minutes.

Homeowners were denied the right to give input. (EX 32, 46, 68, 83)

27. At the October 12, 2024 Budget Committee Meeting, Mark came with the budget fully prepared ahead of time and the conversations indicated that the committee members met and discussed the issues with Mark in violation of the open meeting laws. The purpose of a committee is to gather the members together in a duly called meeting to work out the details of their task in the presence of the homeowners that wish to attend and give input to the process, not do the work behind closed doors and then present it to homeowners. (EX 63 audio, 80, 81)

Mark states during the meeting, "No grass in the fall or spring." He is making a unilateral decision here as the chairperson of the board forgetting that he is working on a committee. "No grass in the fall or spring" was not voted on in an open meeting. He is stepping outside of his scope of authority.

At 42 minutes, Robert Krueter is speaking and his words indicate the fact that the committee was addressing this budget outside of the Budget Committee meeting.

At 45 minutes, Stephanie Buschart is talking about how the committee worked hard. That was all done outside of the meeting.

28. Mark did not follow through with the appointment that he made of having

Stephanie Buschart be the chairperson of the Budget Committee. He led the meeting the whole time in violation of our By-laws that states in "1.03 DUTIES OF THE CHAIRPERSON- The Chairperson shall preside at all meetings. He/she shall appoint needed committees, the committee chairperson and shall serve as an advisor to such committees." The meeting notice states: "Agenda: Planning the 2025 Budget for the Tara Condominiums Association." It was obvious from the speech given that Mark had everything established as to the budget and basically just informed the attendees of the way things would be. (EX 32, 62, 64, 80, 81)

29. Budget Committee Meeting October 19, 2024 Mark talks about the fact that he spoke with at least 3 other committee members, (Bob, Sher and Judy) and they changed their minds to go with \$50 increase and a \$900 assessment. This is what they will present to the board. This should have been done inside of a duly called Budget Committee Meeting that allows homeowner participation. (EX 69 audio, 70)

30. On a receipt dated September 18, 2024 and paid in November of 2024, Mark Gottmann spent \$49.50 of association funds for light bulbs without a motion of the board and majority vote of the board in an open meeting giving them the authority to carry out action on behalf of the owners of the units. There isn't any written documentation of this action in any minutes.

Homeowners were denied the right to give input. (EX 46, 55, 71, 72, 74)

31. In March of 2025, the Tara board spent funds to hire Lopez Lawn to cut the ornamental orange trees without a motion of the board and majority vote of the board in an open meeting giving them the authority to carry out action on behalf of the owners of the units. There isn't any written documentation of this action in any minutes. Homeowners were denied the right to give input. (Ex. 73)

32. In October of 2024, according to information in an email sent to Lisa Marx from Mark Gottmann regarding requested documents, Dennis Anderson acted outside his scope of authority without a majority vote of the board in an open meeting that allows members to address the board before a board vote by removing an old light fixture in front of a unit creating a liability issue for the association. Dennis Anderson is an unlicensed, uninsured, unqualified person with no bond handling electricity issues on the common areas of the association that is already compromised according to insurance companies because of having aluminum wiring. (EX 89)

33. In January of 2025, the Tara Board spent Association funds in the sum of \$500 to satisfy a "Demand Letter" sent by Lisa Marx without a vote of the board in an Open Meeting. (EX 90, 91)

CLAIM 2. FAILURE TO TURN OVER RECORDS TIMELY

STATEMENT OF FACTS AND BREACH

Contrary to the provisions of **ARS 33-1258, ARS 10-11601 A, B, D. and E 4 and 5,**

Complaint:

The Tara Board of Directors and Mark Gottmann personally, failed to act in good faith, were negligent in their duties, acted arbitrarily, capriciously, and practiced an abuse of discretion when they willfully violated their fiduciary Duty of Care, Duty of Loyalty and Duty to Act Within the Scope of Authority by violating state statutes when they repeatedly failed to comply with requests to review association records in the 10 business day time frame allotted by ARS 33-1258 A. and failed to keep a written record of some corporate records. Nothing requested to be reviewed fell under the criteria of the exemptions stated in 33-1258 B.

The disclosure of financial and association records must be consistent with the guidelines set out in the state's statutes to promote accountability and trust within the community. The failure to comply has created great distrust in the Board for their lack of transparency. The actions of Mark Gottmann are not in the best interests of the Association.

The Tara Condominium Association has **repeatedly** violated the provisions of A.R.S. 33-1258(A) as is stated in the following examples.

1. On or about 2-22-24, the board denied an email request dated 2-19-24 to review specific association documents that are not included in subsection B of this statute. **(See Exhibits 92 through 96)** The denial stated,

“A member of the Association is entitled to see reasonable financial information only. A member does not have a right to see contracts entered into by the Board nor information concerning specific members. We respectfully refuse your request to see the above information. The Tara Condominiums Association Board of Directors”

2. On or about 3-26-24, the board denied an email request dated 3-21-24 to review specific association documents that are not included in subsection B of this statute. **(See Exhibits 97 - 98.)**

The denial stated, “Lisa, After consultation with a third party Consultant (not Sun City COA), the entire Tara Condominiums Association Board of Directors is in agreement in respectfully rejecting your request to see the above information as you are no longer a board member. The Tara Condominiums Association Board of Directors”

3. On or about 4-4-24 the board partially denied an email request dated 3-29-24 to review specific association documents that are not included in subsection B of this statute. **(See Exhibits 99-103)** To be perfectly clear, the following financial items were requested for January and February: 1. Balance Sheet 2. Budget Comparison Report 3. Reserve Statement 4. General Ledger Report 5. AP Distribution Report. The partial denial was that the General Ledger Report, AP Distribution Report and Bank statement were not provided. The corrected

Balance Sheet, Budget Comparison Report and Reserve Statements were finally provided 5-4-24, but not within the 10 business days allowed by law.

4. On or about 4-23-24 and 4-26-24 emails were sent to the Tara Board with requests to review documents. They did not comply with the 10 business days to fulfill a request for examination of documents at all in that my request was completely ignored. **(See Exhibits 104)**
5. On or about 5-1-24, the board partially denied an email request dated 4-27-24 to review specific association documents that are not included in subsection B of this statute. **(See Exhibits 105 through 108.)** The only documents provided when they were correct according to the board on 5-4-24 were the January - March 2024 Balance Sheets, Budget Comparison Reports and Reserve Statements. All other documents were denied as quoted,

“The entire Tara Condominiums Association Board of Directors is in agreement in respectfully rejecting your request to see this information as you are no longer a board member. The standard financial packet will be sent to all homeowners as soon as Judy Rice is satisfied they are correct. The Tara Condominiums Association Board.”

6. On or about June 7, 2024 the board denied an email request dated June 3, 2024 to review specific association documents that are not included in subsection B of the statute by stating,

“A member of the Association is entitled to see reasonable financial information only. We respectfully refuse your request to see the information below. The Tara Condominiums

Association Board of Directors.”

(See Exhibits 109 and 110.)

7. The June 12, 2024 request for information on when a notice was put out to request volunteers for the budget committee was ignored. Mark is not treating all residents without partiality and fairly. He handpicks who he wants to do things in the community and excludes those he does not like or who will not be controlled by him like a puppet. **(See Exhibits 111)**
8. On or about July 6, 2024 the board partially denied an email request dated June 28, 2024 to review documents by denying the Architectural Change Forms and Violation letters that are not included in subsection B of this statute. On 9-3-24, I received the Balance Sheet and Income Statement for June 2024. On 9-4-24 they sent the GL and AP Distribution reports, 8+ weeks past when they were due by law. **No bank statements have been provided. (See Exhibits 112, 113, 120 and 121.)**
9. On or about July 23, 2024 the board was asked again for the May and June 2024 Financials. September 3, 2024 the June financials were provided, but not within the 10 business days allowed by law. September 4th the GL and AP reports for June were finally given, but not within the 10 business days allowed by law. No Bank Statements were provided. **(See Exhibits 114, 115, 118 and 119, 120 and 121)**

10. On 8-13-24 a Records Request was sent to Mark Gottmann for July 2024 records. A second request was sent for the records on September 16, 2024. He replied and stated they had not received the records yet from Colby which was not true according to Colby. Colby sent them on 8-12-24. Received July Homeowner Financials Nov. 10, 2024, but not within the 10 business days allowed by law. Received July GL, AP, Bank Statements and Vouchers Dec. 10, 2024, almost 4 months past due by law. No Architectural Change Forms for July of 2024 or violation letters for July of 2024. **(See Exhibits 116, 117, 118, 119,123, 133, 134 and 138)**

11. On 9-9-24, a Records Request was sent to Mark for the August Financials. He replied 9-16-24,

“You will receive the Tara August 2024 Balance Sheet, Income Statement, Reserve Summary, General Ledger Report, AP Distribution Report, and vouchers when we receive the August financials from Colby and Judy has approved them.”

Sept. 20, 2024 another request was sent for August as well as documents not received January - August. Received August Homeowner Financials 12-4-24, over 3 months past due. Email from Mark with August GL, AP, Bank Statements, Vouchers received 12-10-24, over 3 months past due, but not within the 10 business days allowed by law. No Architectural Change Forms

for August of 2024 or violation letters for August of 2024. **(See Exhibit 122, 124, 125, 137, 139)**

12. On 9-20-24, a request to review documents still not seen for January through August was sent to the board. Due by 10-4-24. No response. **(Exhibit 125)**

13. On 9-20-24, a request to review itemized copy of legal invoice for Travis Law firm through August 2024. On Oct. 21, 2024, Mark sent the Invoice/voucher for the July 31, 2024 Travis Law Firm bill for \$1,417.00, but not within the 10 business days allowed by law. No August itemized statement was provided until 3-16-25, but not within the 10 business days allowed by law, yet they approved payment of it 9-21-24 at board meeting when hiring an attorney and incurring the debt that was never voted on in a Board meeting in the first place. **(See Exhibit 126, 128, 155, 156)**

14. On 10-4-24, a request to review September records. On 10-21-24, Mark sent the following reply:

“We have not received and approved September 2024 financials yet. We will get these to them as soon as Judy approves them. I have attached the September vouchers. Maintenance items for September are: Painted bare spots on the patio overhangs on 2 units, no addresses given. Scrapped, sanded, spackled, and painted all of the shutters in Aster Court and on Silverbell.”

NO financials or bank statement, only one law firm voucher missing a “submitted date”, no violation letters or Architectural Change forms. Colby’s email dated

October 17, 2024 says, "Monthly Financials has already released to Board members that has registered with Colby to receive Financials." I reply to Mark's email,

"The financials for September have been sent out according to Colby. The statute does not say that the financials have to be "approved" before they are sent out."

January 3, 2025 the September financials were sent out by Mark, way past the 10 business days allowed by law. January 5, 2025 Mark sent out the AP/ GL and Bank Statements; 2 ½ months late. **(See Exhibit 127, 128, 129, 130, 131, 140, 141**

15. 11-3-24 Email Requesting to review October Records (Due by November 18, 2024). Received Oct. monthly financials, GL, AP, Bank statements, vouchers and repair list March 16, 2025 (4 months late) No Architectural Change Forms for October of 2024 or violation letters for October of 2024. **(See Exhibit 132, 154, 155)**

16. 12-4-24 Emailed request to review November 2024 Records (Due by 12-18-24). Received monthly financials, GL, AP and bank statements March 16, 2025 (3 months late) No Architectural Change Forms for November of 2024 or violation letters for November of 2024. **(See Exhibit 135, 154, 157)**

17. 12-4-24 Emailed Mark regarding refusing to allow inspection of requested records. No response. **(See Ex. 136)**

18. Jan. 4, 2025 email requesting to view Dec. 2024 records. Received monthly

financials March 23,2025. Received GL, AP, bank statements March 25, 2025. (2 months late). No Architectural Change Forms for December of 2024 or violation letters for December of 2024. **(See Ex. 142, 158, 159)**

19. 1-13-25 Requested to review landscaping and pest control contracts and warranties. Mark replied and we met. No current contracts. He stated they were verbal. **(See EX 143, 144)**

20. 1-15-25 Requested to see contracts for landscaping, pest control and weeds. Only weed control was a current invoice/bid. Nothing was signed. No warranty or terms. No written, current contracts for 2025 were provided. He again brought out the 2024 contracts. **(See EX 145, 146, 147, 148, 149, 150, 151)**

21. 2-2-25 Email Requesting to review January 2025 records and other items were not provided timely. Received January 2025 monthly financials, GL, AP, bank statements, vouchers, Travis contract, and list of repairs April 3, 2025. No Architectural Change Forms or violation letters for January 2025. **(See EX 152, 246)**

22. 2-2-25 Email Requesting answers to numerous questions were not provided. **(EX 153)**

23. 3-3-25 Email Requesting to review February 2025 records and other items were not provided timely. **(See EX 160)**

**CLAIM 3. CHANGING THE INSURANCE DEDUCTIBLE WITHOUT
AMENDING THE BY-LAWS
STATEMENT OF FACTS AND BREACH**

Contrary to the provisions of A.R.S. 33-1248 (A)(D)(E) and (F), ARS 33-1250 (C) and point 4., By-Law 1.09 and By-Law 2.05

Complaint:

The Tara Board of Directors led by Mark Gottmann acted arbitrarily, capriciously, and practiced abuse of discretion when they violated their fiduciary Duty of Care, Duty of Loyalty and Duty to Act Within the Scope of Authority by willfully, intentionally, and recklessly breaching the By-Laws for the Tara Condominium Association and violated state statutes by failing to call an open meeting for a ballot vote of the association in regards to proposing a change to By-Law 1.09 to increase the insurance deductible to \$25K and allowing the homeowners to vote on the change. Any change would have required a 51% vote of the homeowners. Mark Gottmann unilaterally renegotiated the Master Insurance Policy deductible increasing it to \$25,000 and had the board vote to accept the change in the July 20, 2024 meeting without first getting the By-Law change approved by homeowners.

(Ex 166)

Mark Gottmann was not acting in good faith, nor in the best interest of the association and breached his fiduciary duties when he failed to:

1. Act in a timely manner to the three (3) letters from American Family Insurance dated May 29, 2024 regarding the "Offer to renew your insurance policy is enclosed," "Important information pertaining to your Renewal" and "Notice of Increase in Premium." (Ex 161)
2. He waited until July 16, 2024 to try and address it with the members of the Association in the form of an "Emergency" meeting he called for July 17, 2024. He was sent an email letter July 16, 2024 at 10:04 p.m. by Lisa Marx notifying him that his "Emergency" meeting notice was in violation of the open meeting laws. (Ex 162, 163, 164)
3. On July 17, 2024, 3 ½ hours before the scheduled meeting, he sent out an email to the homeowners canceling the "emergency" meeting and scheduling a regular board meeting on July 20, 2024 to address the insurance issue. (Ex 165)
4. The July 20, 2024 meeting minutes record a blatant lie in regards to when the Tara board received the quote from American Family stating, "Tara received our quote for our Master Insurance Policy from American Family Insurance on July 11, 2024 for the August 1, 2024 through July 31, 2025 year." This is a complete contradiction to the three (3) letters dated May 29, 2024. He later states, "Now, historically, American Family gets these quotes to us a lot earlier than they did this year. But we only have 20 days to make a decision here." (Ex 161, 166, 167,168)

5. This breach of fiduciary and failure to act in good faith then led to the arbitrary and capricious action of changing the insurance deductible without first holding a ballot vote of the homeowners to change the By-Laws. (Ex 169, 171, 172, 173)

Additionally, Mark Gottmann breaches his fiduciary duty and fails to act in good faith by concealing material facts from the homeowners in regards the fact that a large portion of the increase in premiums is due to two claims against the master policy. Insurance agent, Casey Bell, was asked in an email July 22, 2024, "Does any of the increase in our insurance have to do with the fact that there was a claim or that the board has two cases against them with the ADRE?" He answers in an Email dated July 23, 2024 in four words, "In addition to losses,..." The exact cost of the increase due to the losses cannot be determined without a breakdown of the costs from the insurance company. (EX 170)

Mark Gottmann is dismissive towards Judy Rice when she brings up the two claims to Mark Gottmann in the July 20, 2024 insurance meeting: Judy states, "That we have had a loss and that any time you have a loss, that does go into the calculation." Mark then states at 22:50 - "Right. Yeah. OK." (EX 168, 170) As a result of the association covering two claims on the master policy that should have been the responsibility of the individual homeowner, insurance companies will not even consider insuring us for three years. If our insurance is dropped and we are left uninsured for a period of

time, this will make it even more difficult to get reinsured with even greater financial loss to the association because of an insurance lapse. Mark Gottmann and the board should be held responsible for these damages as they did not operate in good faith and within their Scope of Authority in changing the By-Law without a vote of the Homeowners.

Mark Gottmann was not acting in good faith when failing to act within the scope of authority of the governing documents when changing the insurance deductible to \$25K thus rendering the actions taken unenforceable and not legal. The actions taken have caused great harm to the community financially and have the potential of creating even more harm when the Master Policy is dropped by the current carrier, American Family as is predicted in the summer of 2025.

Claim 4- Denial of Right to Vote in Person on Budget Vote

STATEMENT OF FACTS AND BREACH

Contrary to the provisions of:

ARS 33-1243 D., ARS 33-1250 (C) and point 4.

Complaint

The Tara Board of Directors and Mark Gottmann personally acted arbitrarily, capriciously, and practiced abuse of discretion when they violated their fiduciary Duty of Care, Duty of Loyalty and Duty to Act Within the Scope of Authority by

willfully, intentionally, and recklessly breaching the Declaration of Restrictions for the Tara Condominium Association and violated state statutes by refusing to set a date for a meeting of the unit owners to consider ratification of the 2025 budget not fewer than fourteen or more than thirty days after mailing of the summary, thus denying the rights of the members of our associations to cast a ballot in person; a fundamental right afforded by the law. Additionally, the Board did not include a “time” on the ballot for when it should be returned to the “board of directors”.

The Board of Directors, Mark Gottmann, did not act in good faith nor in the best interest of the association by failing to fulfill their fiduciary duty to Act with Care and within their Scope of Authority which is to follow state statutes and governing documents even after they were sent a letter Sunday, November 4, 2024 from Lisa Marx (EX 178) informing them of the problems with the ballot and the need for them to follow the state statutes with the ballot and requesting them to call a meeting. (EX 174, 175, 176, 177)

This blatant refusal to follow the laws has led to an illegal budget vote which should render it invalid. The implementation of the illegal vote has in return caused financial harm to homeowners in the form of a \$50 increase in dues which should be the responsibility of the board members and Mark Gottmann personally for violating the laws.

Claim 5. Inequitable and Illegal Distribution of Common Expenses

STATEMENT OF FACTS AND BREACH

Contrary to the provisions of:

ARS 33-1247(A) Upkeep of the condominium, ARS 10-11601. A, D, and E. 4 and 5. Corporate records, Declaration of Restrictions 9.E., Declaration of Restrictions 10, Declaration of Restrictions point 13 and 13. A, Declaration of Restrictions 12B. and By-Law 1.08 "ADMINISTRATION OF REGULATIONS

Complaint

1. The Tara Board of Directors led by Mark Gottmann failed to act in good faith, violated their fiduciary Duty of Care, Duty of Loyalty and Duty to Act Within the Scope of Authority by willfully, intentionally, and recklessly breaching the Declaration of Restrictions for the Tara Condominium Association and violated state statutes by charging an individual homeowner \$575 for damages to the "common element" that the homeowner had no responsibility for causing as the damage was on the roof area before the new homeowner purchased their unit. The board was given the pertinent information to understand their obligations in a letter and email dated February 24, 2024 from Lisa Marx and chose to be dismissive and ignore the information.

The Board's breach of their fiduciary duty took place when the board violated the open meeting laws relative to actions of the board being done in an open meeting with a notice and agenda provided, and allowing members to speak before the

board takes formal action; and in violation of Restriction 9.E. stating, "A majority vote of the Managers shall entitle said Board to carry out action on behalf of the owners of the units". The board had no authority to take action outside of an open meeting and without a majority vote for the managers in an open meeting. They were abusing their power as a board and inflicted harm on a new member of the community that bore no responsibility.

Per the Spring Newsletter (Ex 184) emailed to members on 3-17-24 the board approved a repair to the roof over unit 13609 N. Newcastle. There isn't any record of this action in meeting agendas or minutes thus violating the board's duty according to ARS 10-11601. A: "A corporation shall keep as permanent records minutes of all meetings of its members and board of directors, a record of all actions taken by the members or board of directors without a meeting and a record of all actions taken by a committee of the board of directors on behalf of the corporation." (EX 179, 180, 181, 182)

Additionally, the roof is a part of the common element and according to ARS 33-1247 "Upkeep of the condominium, the association should have been held responsible for the repairs to the roof.

Exhibits 179, 180, 181, and 182 have no mention of a roof repair being discussed or approved in an open meeting just the day before the newsletter was sent out making

the announcement of the repair on March 17, 2024, (see Ex. 183 and 184). In a condominium, roofs are a part of the common area and the association is responsible to maintain them. The new homeowner was made to pay half of the cost of the repair to the common element in the sum of \$575. (Ex 186) This homeowner had no responsibility for the damage done to the roof and therefore should not have even been a part of the equation. The new homeowner's rights could have been advocated for if the issue was addressed in an open meeting. All proper protocol regarding notices, open meetings, input from the community and a vote of the board were ignored. No emergency was declared nor mentioned in any meeting minutes. The requests for information in Exhibits 189 - 191 regarding work done without an open meeting fell on deaf ears. These actions all demonstrate how the board has failed to operate in the best interest of the Association.

The homeowner should be reimbursed their funds by Mark Gottmann personally and the association should be reimbursed their money by Mark Gottmann as the board had no authority to take action outside of an open meeting and by a majority vote of the board allowing homeowners the right to speak before the board takes action. **(See exhibits 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190 and 191)**

2. The Tara Board of Directors led by Mark Gottmann failed to act in good faith, violated their fiduciary Duty of Care, Duty of Loyalty and Duty to Act Within the

Scope of Authority by willfully, intentionally, and recklessly breaching the Declaration of Restrictions for the Tara Condominium Association by releasing a lien against James Watkins and Nancy Aldis for damages to the common area that they were responsible to have paid prior to the lien amount being released. This action then placed an inequitable distribution of common area expenses from the debts of James Watkins and Nancy Aldis on the other 49-unit owners to pay.

This negligent action is not in the best interest of the whole community. The lien was rightfully placed on James Watkins' property according to our Declaration of Restrictions points 13 and 13. A. in January of 2024 as a result of their failure to mitigate the damages of paint markings to the newly laid and sealed asphalt caused by the agents he hired to put solar on the roof of his unit.

The Board's actions of releasing a lien when no payment had been made by the homeowner is an arbitrary and capricious abuse of authority of the board and a blatant violation of their fiduciary duty to treat all members fairly and without favoritism. They have given this homeowner preferential treatment at the expense of all the other 49 homeowners who were not responsible for the damages to the common area. (EX 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, and 203)

Claim 6. Showing Partiality/ Preferential Treatment

STATEMENT OF FACTS AND BREACH

Contrary to the provisions of:

ARS 10-11601. A, D, and E. 4 and 5. Corporate records, Declaration of Restrictions 9.E., By-Law 1.03 DUTIES OF CHAIRPERSON and By-Law 1.08 "ADMINISTRATION OF REGULATIONS

Complaint

The Tara Board of Directors led by Mark Gottmann failed to act in good faith, violated their fiduciary Duty of Care, Duty of Loyalty and Duty to Act Within the Scope of Authority by willfully, intentionally, and recklessly violating state statutes and breaching the Declaration of Restrictions and By-Laws for the Tara Condominium Association while failing to treat all members of the community equally, creating a hostile environment in the community, by being dismissive about the concerns of particular members in the community they have publicly displayed disrespect for and violated trust in the community by failing to be transparent.

Mark Gottmann individually displays this willful, offensive and egregious behavior while he is in the position of authority as the Board Chairperson, thus abusing his power as a chairperson over the Tara Condominium Association in the following actions:

1. On 2-1-24, Mark Gottmann, sent an email to Lisa Marx stating, "You are not part of a landscaping committee as that committee does not exist." Mark

unilaterally, and outside of his scope of authority as board members have no authority to act unilaterally, removed Lisa Marx from the Landscaping Committee that she had led the prior three years and whose position on the committee she declared that she still wanted to be a participant of regardless of being a board member or not. He also dissolved the Landscaping Committee that was seeking new members as of the January 20, 2024 Board meeting.

Renee Snow is documented in the meeting minutes as volunteering to be on the Landscaping Committee. This action took place without a meeting and no documentation of the action was put in the February board meeting agenda or meeting minutes. Homeowners were not afforded the opportunity to address the issue before the board took formal action. There isn't any documentation that there was a board vote. No emergency was declared. All of this points to the surreptitiousness of Mark's actions. (EX 205, 206, 207, 208, 209, 210)

2. In February of 2024, Mark Gottmann started putting on the meeting agendas, "In open discussion, one person at a time has the floor for 2 minutes. Please be courteous and respectful to your fellow Association members."

Mark will allow others to speak way over the 2-minute limit he has set, yet will cut Lisa Marx off at two minutes or less and fails to enforce the one person at a time rule allowing rude and disruptive comments from other meeting attendees while she is trying to address the board. (EX 209, 210, 213 audio)

At the February 17, 2024 meeting Mark Gottmann prevented Lisa Marx from finishing reading a written and signed document she had prepared to address the violations of the open meeting laws, other issues and unilateral decisions to remove her from the Landscaping Committee and end the existence of the Landscaping Committee, even after others yielded their 2 minutes to her to speak. He talked over what she was trying to read, stated that what she was stating was not true and sent people home. Mark is dictating what can and cannot be told to the community about the actions Mark is taking.

3. At the March 16, 2024 meeting Lisa Marx speaks up to read a statement by Renee Snow. Both Stephanie Buschart and Mark Gottmann question, "For what purpose?" Since when does a statement have to be qualified by a purpose? Lisa stated that this is the public open discussion for the meeting. Renee could not be here because you changed the meetings from 8:00 until 10:00 and it was stated in the January meeting that they would be held at 8:00 so people were basing their schedules on that.

Mark rudely chimed in, "Things change".

Lisa proceeded to start reading the prepared statement for Renee Snow at 16 min and 12 seconds and was cut off at 17 min and 56 sec., 16 seconds shy of the two minutes allotted.

Further discussion regarding the “Workers Comp if Any” policy was continued by others saying the issue was taken care of after the insurance meeting by Casey Bell and that there are no violations because there is now “Workers Comp” insurance.

Then Dennis Anderson, very angrily spoke up and chided Lisa Marx by stating, “Which you didn’t do when you were on the board”. Mark shushed Dennis up.

Dennis would not talk to other people in the board meetings this way, but practices a gang mentality in the safety of the people they have bought the allegiance of to bully Lisa and try and shame and humiliate her.

Lisa went on to explain that that insurance is not liability insurance that workers need, it is for medical injuries that a volunteer could sustain doing volunteer work. (EX 215 audio)

Mark speaks very insultingly and condescendingly to Lisa Marx while trying to invalidate the information she is presenting about the Workers Comp- If Any Policy.

Lisa states that per our insurance agency, it does not cover people on ladders. Mark retorts back, “It does cover people on ladders. The ladder if it is above 16 feet it doesn’t cover it, but it does cover people on ladders. You gotta read

the policy correctly.” Where in the policy did Mark read this? None of the members of the community have even been allowed to see the policy.

This type of comment is completely uncalled for but it is being done in an open meeting to humiliate, bully, embarrass and insult Lisa Marx in front to the rest of the community with Mark’s supporters backing him up. (EX 216)

When Lisa Marx spoke up to read her own letter to the board, Stephanie Buschart speaks up with a real attitude, “You have already had your 2 minutes.”

Robert Krueter makes a comment about the meetings being recorded.

Again, Lisa Marx speaks up to read a prepared statement about why board minutes are important and Mark Gottmann allows her to speak. For the first 45 seconds of her reading there are people speaking out of order and being disruptive that Mark does not address as Chairperson. It gets louder when Lisa Marx addresses Mark that he needs to address the people.

He replies, “They are in the process of leaving, so.” The disruptive talk continues. People were not leaving. (EX 215 audio)

Stephanie Buschart cut Lisa Marx off from speaking at two minutes and then was joined by Mark Gottmann being dismissive and disrupting any further address of the inaccuracies of the board minutes by saying, “It’s time to go”. For the next 7 ½ + minutes, conversation ensues about the transients, no written statement as Mark

stated was required in his email February 14, 2024 stating, "We would also remind you that per Tara Bylaws Section 4000, item 4.01, suggestions and constructive criticism is solicited but complaints and suggestions should be made in writing and signed. This allows for thorough research and response."

No one stopped that particular discussion at 2 minutes. (See March 15, 2024 audio from 16 minutes on)

4. Mark shows preferential treatment to some member's comments over others in the March meeting minutes when he fails to state that a homeowner brought up the issue about the accuracy of Board Meeting Minutes, but posts other member's comments. (EX 233)
5. After personally and unilaterally removing Lisa Marx from the Landscaping Committee and dissolving the committee, (all illegal actions without an open board meeting) per the Spring Newsletter emailed to members after the fact on 3-17-24, Dennis, Mark and resident volunteers were filling depressions in the grass areas of the community and painting citrus tree trunks in the community; activities the landscaping committee would have addressed. These activities were done without opening up the community project to all members of the community and giving proper notice to all members. No official record of the actions was kept in violation of ARS 10-11601. A, D, and E. 4 and 5. (EX 245)

Additional projects throughout the rest of 2024 have been done on the property including but not limited to Mark and Dennis spraying weeds when we had a contract in place for weed treatment that is not being utilized during the warranty period, Mark, Tina and Dan working on digging up the grass around the base of trees and putting down mulch, various members spreading top soil and Dennis Anderson and Mark Gottman refinishing the wood shutters on the property.

All of these were done without any prior notice on any agenda to the community so that others could volunteer. There isn't any documentation of the actions in meeting minutes, thus the failure of the board to keep official written records of all actions of the board. The community was not afforded the opportunity address the issues with the board before the board took action as there wasn't an open meeting addressing the issues, thus denying members their rights under the open meeting laws. There isn't any documentation of a board vote, thus a violation of the provisions of the Declaration of Restrictions 9., E. "A majority vote of the Managers shall entitle said board to carry out action on behalf of the owners of the units." No emergency was indicated. The board is NOT acting in good faith. (Ex 26, 27, 28, 29)

Mark handpicked people who were allowed to work on the community projects and excluded people he did not want participating. He is not acting impartially, but is showing favoritism to some members of the community over others. Essentially, he is operating a landscaping committee, but circumventing and violating the open

meeting laws for committees/ boards in his surreptitious process. These actions which lack transparency, show preferential treatment for some members of the community while excluding others. This in turn creates hostility, division and distrust in the community which is not in the best interest of the whole community

While Mark would be allowed to appoint a new chairperson for the Landscaping Committee as Board chairperson, he only has a right to be an advisor to such committee according to our By-Laws 1.03 DUTIES OF CHAIRPERSON- The chairperson shall preside at all meetings. He/She shall appoint needed committees, the committee chairperson and shall serve as an advisor to such committees.”

6. The Workers Comp-If Any Policy that was unilaterally obtained by Mark Gottmann in violation of the Open Meeting laws and announced at the March 16, 2024 Board Meeting, requires an official Motion of the Board of Directors to show that people are working in official capacity as board members or committee members for the Workers Compensation Insurance and Employers’ Liability Insurance for bodily injury or disease to be effective in covering a volunteer.

Technically, a Workers Compensation Insurance and Employers’ Liability Insurance policy that should be available to the whole community for volunteers, is only available to those who Mark handpicks to volunteer.

(EX 214 pages 17-18)

Dennis Anderson who has done a lot of the volunteer work on the shutters creates a large conflict of interest in asking for this insurance to be paid for by the community in the February 22, 2025 board meeting as Dennis is seen throughout the community and neighboring communities doing physical labor for individual homeowners. (EX 234)

7. On the June 15, 2024 meeting agenda Mark Gottmann stated, "Introduction of Budget Committee members" and in the meeting he gave an Introduction of the Budget Committee to work on creating the 2025 budget.

He states, "The committee will be chaired by Stephanie Buschart and the members are Mark Gottmann, Judy Rice, Tina Marie Shepherd, Debbie Nihei, Robert Kreuter, and Sher Rawlings. Budget committee meetings will be announced and homeowners will be welcome to attend." (EX 235, 236, 40 audio)

Prior to the announcement of the Budget Committee members, nothing was stated to the community in a newsletter or agenda seeking participation of volunteers to serve on the Budget Committee. This is not in the best interest of the community. Nothing was ever discussed in an open meeting stating the need for the committee. Mark is showing preferential treatment to only the people he would want on the Budget Committee and excludes those he does not like or who will not be controlled by him like a puppet.

While Mark would be allowed to appoint a chairperson for the Budget Committee, as Board chairperson he only has a right to be an advisor to such

committee according to our By-Laws 1.03 DUTIES OF CHAIRPERSON- The chairperson shall preside at all meetings. He/She shall appoint needed committees, the committee chairperson and shall serve as an advisor to such committees." Instead, Mark took full control over running the Budget Committee meetings, and came with two budgets prepared ahead of time leaving no room for actual committee work. It was obvious from the presentation Mark dictated that the work of the committee was done while violating the Open Meeting Laws as there wasn't any meeting where the committee members came together and actually worked together on formulating a budget.

Historically, the meetings and committees were open to all members of the community. There was great protest from community members regarding Mark's actions at the June 15, 2024 meeting. Mark cited 1.03 DUTIES OF CHAIRPERSON- The chairperson shall preside at all meetings. He/She shall appoint needed committees, the committee chairperson and shall serve as an advisor to such committees." The chairperson then stated, "I have the prerogative to choose who serves on the committees. Case closed. We are moving on." Members questioned him as to why they were not considered, but Mark ran roughshod over people and was dismissive to their concerns and did things his predetermined, dictated way. **(audio clip Ex.40)**

8. In the October 12, 2024 Budget Meeting Lisa Marx brings up the information regarding the "Walls In" policy and the fact that nowhere in the C,C and Rs does it state the association is responsible for "Walls In". At 18:00 minutes- Mark is giving an incorrect description of what the insurance is for. At 1 hour 9 min. Lisa explains the insurance and that we are paying double for the interior of the units. Mark is dismissive and defends his position. At 1 hour 12 min. Lisa is explaining the policy again and then Mark makes a statement regarding his lack of knowledge but also states that he does not think that what Lisa is explaining is correct. Never does he consider a second opinion from a source that does not create a conflict of interest. (EX 63 audio)
9. During the October 19, 2024 Budget Committee meeting, Lisa Marx brings up the Insurance issue again regarding the wording in the C, C, and Rs and states nowhere does it state that the association is responsible for "Walls-In". Mark again is dismissive and states, "That is your individual interpretation. Our lawyer thinks differently." (EX 69 audio)
- Lisa states, "I am not asking interpretation. I am asking where is the wording. You keep saying the same thing, but you don't show us."
- Mark states, "Our lawyer has told us that as it is worded right now, it needs to be Walls- In. And that's it."
- Lisa states, "Then ask the lawyer where is that wording?"

Mark goes on to other's questions.

At 17 min. Cynthia Fullen addresses the insurance wording again and Mark is dismissive, sticking to what the lawyer states.

Lisa states at 18:26, "Maybe it would be productive to get advice from a different attorney especially Beth Mulcahy who has put out information regarding that bill that passed last year because they specify that it has to say "shall" and it has to say the "Walls-In" and ours does not say that."

Again, Mark is dismissive and more concerned with making someone wrong and himself right than considering a second opinion and states, "No, No, your interpretation of that is wrong. They don't say that you have to have the word shall."

At 20:15 min. Mark defends his position again stating that it does not matter Walls-In, Walls-Out. The insurance companies deny us without even talking Walls-In, Walls-Out, so that does not even matter. He fails to state that it is because there are two claims against us. It does matter, because there is a big difference in the cost of the policies. (Ex.69 **Listen starting at 14 min of audio.**)

10. Mark Gottmann and Dennis Anderson have breached their fiduciary responsibility to act impartially and in the best interest of the entire community, not just a select few, by purchasing gifts on select holidays for the people in the community they show favoritism towards and putting on BBQs

and parties and only inviting the members of the community that they show favor towards. This creates division in the community and is used to manipulate the homeowner's allegiance to these two board members. This creates a conflict of interest on behalf of the board members. They are essentially buying votes and allegiances with free food and gifts. The parties happen multiple times of the year; spring, Memorial Day, July 4th, Labor Day, Halloween, Thanksgiving and Christmas. (EX 218, 222, 229 video, 230 and 231 video 238)

11. On January 7, 2025, Mark Gottmann is captured on security camera footage walking the property with the arborist. Mark is performing the duties of what would be the landscaping committee that would have multiple people involved in what needs to be done and learning from the arborist about what needs to be taken care of differently and how. Instead, Mark is doing this surreptitiously; avoiding all transparency and accountability with the community. No announcements were made to the community seeking volunteers. (See video footage EX 232)

12. Mark Gottmann is dismissive towards Judy Rice, a board member, and members of the community about the fact that "Open Discussion" should take place before a meeting adjourns at the 2-17-24, 3-16-24, and 6-15-24 board meetings. (EX 213 audio, 240 audio, 241 audio)

13. Mark Gottmann is dismissive towards Lisa Marx and the many emails requesting information, giving information or filing complaints about the deteriorating condition of the Tara property.
14. Mark Gottmann and the Tara Board is dismissive towards Lisa Marx and her request to put onto the Annual Meeting Agenda any of the items requested to be discussed in front of the homeowners. No response from Mark or the board. The Annual Meeting of the Members was nothing more than a board meeting as members issues were not allowed to be put on the agenda. (Ex 238)
15. Mark Gottmann arbitrarily, capriciously and outside of his scope of authority made up his own selective rules in regards to a request made to the board for printed copies of all communication from the association.

Lisa Marx sent an email to Mark Gottmann on December 13, 2024 stating, "I am requesting a printed copy of all of the 2025 annual meeting package. Additionally, going forward, I am requesting a printed copy of all communication from the association."

Mark Gottmann replied on December 16, 2024, "No, we will not be providing you with a printed copy of all communications from Tara. You have a working email address and printer. Sincerely, The Tara Condominiums Association Board".

The annual meeting package contains the ballot for the Annual Meeting. The ballot has historically been given to every homeowner either hand delivered to

their door or mailed U.S. Mail along with the notice of the Annual Meeting. Mark Gottmann was not providing the printed ballots based on unilateral decisions he set. (EX 223, 224, 225 EX 204)

Claim 7. Failure to Enforce Violations

STATEMENT OF FACTS AND BREACH

Contrary to the provisions of:

**ARS 10-11601. A, D, and E. 4 and 5. Corporate records, Declaration of Restrictions 8, Declaration of Restrictions 12.1, and By-Law 1.08
ADMINISTRATION OF REGULATIONS**

Complaint

The Tara Board of Directors led by Mark Gottmann failed to act in good faith, violated their fiduciary Duty of Care, Duty of Loyalty and Duty to Act Within the Scope of Authority by willfully, intentionally, and recklessly violating state statutes and breaching the Declaration of Restrictions and By-Laws for the Tara Condominium Association while failing to treat all members of the community equally, creating a hostile environment in the community, by being dismissive about the concerns of particular members in the community they have publicly displayed disrespect for and violated trust in the community by failing to be transparent.

Mark Gottmann individually displays this willful, offensive and egregious behavior while he is in the position of authority as the Board Chairperson, thus abusing his

power as a chairperson over the Tara Condominium Association in the following actions:

1. On 2-1-24, Mark Gottmann, sent an email to Lisa Marx stating, "You are not part of a landscaping committee as that committee does not exist." Mark unilaterally, and outside of his scope of authority as board members have no authority to act unilaterally, removed Lisa Marx from the Landscaping Committee that she had led the prior three years and whose position on the committee she declared that she still wanted to be a participant of regardless of being a board member or not. He also dissolved the Landscaping Committee that was seeking new members as of the January 20, 2024 Board meeting. Renee Snow is documented in the meeting minutes as volunteering to be on the Landscaping Committee. This action took place without a meeting and no documentation of the action was put in the February board meeting agenda or meeting minutes. Homeowners were not afforded the opportunity to address the issue before the board took formal action. There isn't any documentation that there was a board vote. No emergency was declared. All of this points to the surreptitiousness of Mark's actions. (EX 205, 206, 207, 208, 209, 210)
2. In February of 2024, Mark Gottmann started putting on the meeting agendas, "In open discussion, one person at a time has the floor for 2 minutes. Please be courteous and respectful to your fellow Association members."

Mark will allow others to speak way over the 2-minute limit he has set, yet will cut Lisa Marx off at two minutes or less and fails to enforce the one person at a time rule allowing rude and disruptive comments from other meeting attendees while she is trying to address the board. (EX 209, 210, 213 audio)

At the February 17, 2024 meeting Mark Gottmann prevented Lisa Marx from finishing reading a written and signed document she had prepared to address the violations of the open meeting laws, other issues and unilateral decisions to remove her from the Landscaping Committee and end the existence of the Landscaping Committee, even after others yielded their 2 minutes to her to speak. He talked over what she was trying to read, stated that what she was stating was not true and sent people home. Mark is dictating what can and cannot be told to the community about the actions Mark is taking.

3. At the March 16, 2024 meeting Lisa Marx speaks up to read a statement by Renee Snow. Both Stephanie Buschart and Mark Gottmann question, "For what purpose?" Since when does a statement have to be qualified by a purpose? Lisa stated that this is the public open discussion for the meeting. Renee could not be here because you changed the meetings from 8:00 until 10:00 and it was stated in the January meeting that they would be held at 8:00 so people were basing their schedules on that. Mark rudely chimed in, "Things change".

Lisa proceeded to start reading the prepared statement for Renee Snow at 16 min and 12 seconds and was cut off at 17 min and 56 sec., 16 seconds shy of the two minutes allotted.

Further discussion regarding the “Workers Comp if Any” policy was continued by others saying the issue was taken care of after the insurance meeting by Casey Bell and that there are no violations because there is now “Workers Comp” insurance.

Then Dennis Anderson, very angrily spoke up and chided Lisa Marx by stating, “Which you didn’t do when you were on the board”. Mark shushed Dennis up.

Dennis would not talk to other people in the board meetings this way, but practices a gang mentality in the safety of the people they have bought the allegiance of to bully Lisa and try and shame and humiliate her.

Lisa went on to explain that that insurance is not liability insurance that workers need, it is for medical injuries that a volunteer could sustain doing volunteer work. (EX 215 audio)

Mark speaks very insultingly and condescendingly to Lisa Marx while trying to invalidate the information she is presenting about the Workers Comp- If Any Policy.

Lisa states that per our insurance agency, it does not cover people on ladders. Mark retorts back, "It does cover people on ladders. The ladder if it is above 16 feet it doesn't cover it, but it does cover people on ladders. You gotta read the policy correctly." Where in the policy did Mark read this? None of the members of the community have even been allowed to see the policy.

This type of comment is completely uncalled for but it is being done in an open meeting to humiliate, bully, embarrass and insult Lisa Marx in front to the rest of the community with Mark's supporters backing him up. (EX 216)

When Lisa Marx spoke up to read her own letter to the board, Stephanie Buschart speaks up with a real attitude, "You have already had your 2 minutes."

Robert Krueter makes a comment about the meetings being recorded.

Again, Lisa Marx speaks up to read a prepared statement about why board minutes are important and Mark Gottmann allows her to speak. For the first 45 seconds of her reading there are people speaking out of order and being disruptive that Mark does not address as Chairperson. It gets louder when Lisa Marx addresses Mark that he needs to address the people.

He replies, "They are in the process of leaving, so." The disruptive talk continues. People were not leaving. (EX 215 audio)

Stephanie Buschart cut Lisa Marx off from speaking at two minutes and then was joined by Mark Gottmann being dismissive and disrupting any further address of the inaccuracies of the board minutes by saying, "It's time to go". For the next 7 ½ + minutes, conversation ensues about the transients, no written statement as Mark stated was required in his email February 14, 2024 stating, "We would also remind you that per Tara Bylaws Section 4000, item 4.01, suggestions and constructive criticism is solicited but complaints and suggestions should be made in writing and signed. This allows for thorough research and response."

No one stopped that particular discussion at 2 minutes. (See March 15, 2024 audio from 16 minutes on)

4. Mark shows preferential treatment to some member's comments over others in the March meeting minutes when he fails to state that a homeowner brought up the issue about the accuracy of Board Meeting Minutes, but posts other member's comments. (EX 233)
5. After personally and unilaterally removing Lisa Marx from the Landscaping Committee and dissolving the committee, (all illegal actions without an open board meeting) per the Spring Newsletter emailed to members after the fact on 3-17-24, Dennis, Mark and resident volunteers were filling depressions in the grass areas of the community and painting citrus tree trunks in the

community; activities the landscaping committee would have addressed.

These activities were done without opening up the community project to all members of the community and giving proper notice to all members. No official record of the actions was kept in violation of ARS 10-11601. A, D, and E. 4 and 5. (EX 245)

Additional projects throughout the rest of 2024 have been done on the property including but not limited to Mark and Dennis spraying weeds when we had a contract in place for weed treatment that is not being utilized during the warranty period, Mark, Tina and Dan working on digging up the grass around the base of trees and putting down mulch, various members spreading top soil and Dennis Anderson and Mark Gottman refinishing the wood shutters on the property.

All of these were done without any prior notice on any agenda to the community so that others could volunteer. There isn't any documentation of the actions in meeting minutes, thus the failure of the board to keep official written records of all actions of the board. The community was not afforded the opportunity address the issues with the board before the board took action as there wasn't an open meeting addressing the issues, thus denying members their rights under the open meeting laws. There isn't any documentation of a board vote, thus a violation of the provisions of the Declaration of Restrictions

9., E. "A majority vote of the Managers shall entitle said board to carry out action on behalf of the owners of the units." No emergency was indicated. The board is NOT acting in good faith. (Ex 26, 27, 28, 29) Mark

handpicked people who were allowed to work on the community projects and excluded people he did not want participating. He is not acting impartially, but is showing favoritism to some members of the community over others. Essentially, he is operating a landscaping committee, but circumventing and violating the open meeting laws for committees/ boards in his surreptitious process. These actions which lack transparency, show preferential treatment for some members of the community while excluding others. This in turn creates hostility, division and distrust in the community which is not in the best interest of the whole community

While Mark would be allowed to appoint a new chairperson for the Landscaping Committee as Board chairperson, he only has a right to be an advisor to such committee according to our By-Laws 1.03 DUTIES OF CHAIRPERSON- The chairperson shall preside at all meetings. He/She shall appoint needed committees, the committee chairperson and shall serve as an advisor to such committees."

6. The Workers Comp-If Any Policy that was unilaterally obtained by Mark Gottmann in violation of the Open Meeting laws and announced at the March

16, 2024 Board Meeting, requires an official Motion of the Board of Directors to show that people are working in official capacity as board members or committee members for the Workers Compensation Insurance and Employers' Liability Insurance for bodily injury or disease to be effective in covering a volunteer.

Technically, a Workers Compensation Insurance and Employers' Liability Insurance policy that should be available to the whole community for volunteers, is only available to those who Mark handpicks to volunteer.

(EX 214 pages 17-18)

Dennis Anderson who has done a lot of the volunteer work on the shutters creates a large conflict of interest in asking for this insurance to be paid for by the community in the February 22, 2025 board meeting as Dennis is seen throughout the community and neighboring communities doing physical labor for individual homeowners. (EX 234)

7. On the June 15, 2024 meeting agenda Mark Gottmann stated, "Introduction of Budget Committee members" and in the meeting he gave an Introduction of the Budget Committee to work on creating the 2025 budget.

He states, "The committee will be chaired by Stephanie Buschart and the members are Mark Gottmann, Judy Rice, Tina Marie Shepherd, Debbie Nihei, Robert Kreuter, and Sher Rawlings. Budget committee meetings will be announced and homeowners will be welcome to attend." (EX 235, 236)

Prior to the announcement of the Budget Committee members, nothing was stated to the community in a newsletter or agenda seeking participation of volunteers to serve on the Budget Committee. This is not in the best interest of the community. Nothing was ever discussed in an open meeting stating the need for the committee. Mark is showing preferential treatment to only the people he would want on the Budget Committee and excludes those he does not like or who will not be controlled by him like a puppet.

While Mark would be allowed to appoint a chairperson for the Budget Committee, as Board chairperson he only has a right to be an advisor to such committee according to our By-Laws 1.03 DUTIES OF CHAIRPERSON- The chairperson shall preside at all meetings. He/She shall appoint needed committees, the committee chairperson and shall serve as an advisor to such committees.” Instead, Mark took full control over running the Budget Committee meetings, and came with two budgets prepared ahead of time leaving no room for actual committee work. It was obvious from the presentation Mark dictated that the work of the committee was done while violating the Open Meeting Laws as there wasn’t any meeting where the committee members came together and actually worked together on formulating a budget.

Historically, the meetings and committees were open to all members of the community. There was great protest from community members regarding Mark's actions at the June 15, 2024 meeting. Mark cited 1.03 DUTIES OF CHAIRPERSON- The chairperson shall preside at all meetings. He/She shall appoint needed committees, the committee chairperson and shall serve as an advisor to such committees." The chairperson then stated, "I have the prerogative to choose who serves on the committees. Case closed. We are moving on." Members questioned him as to why they were not considered, but Mark ran roughshod over people and was dismissive to their concerns and did things his predetermined, dictated way. **(audio clip Ex40)**

8. In the October 12, 2024 Budget Meeting Lisa Marx brings up the information regarding the "Walls In" policy and the fact that nowhere in the C,C and Rs does it state the association is responsible for "Walls In". At 18:00 minutes- Mark is giving an incorrect description of what the insurance is for. At 1 hour 9 min. Lisa explains the insurance and that we are paying double for the interior of the units. Mark is dismissive and defends his position. At 1 hour 12 min. Lisa is explaining the policy again and then Mark makes a statement regarding his lack of knowledge but also states that he does not think that what Lisa is explaining is correct. Never does he consider a second opinion from a source that does not create a conflict of interest. (EX 63 audio)

9. During the October 19, 2024 Budget Committee meeting, Lisa Marx brings up the Insurance issue again regarding the wording in the C, C, and Rs and states nowhere does it state that the association is responsible for "Walls-In". Mark again is dismissive and states, "That is your individual interpretation. Our lawyer thinks differently." (EX 69 audio)

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10. Mark Gottmann and Dennis Anderson have breached their fiduciary responsibility to act impartially and in the best interest of the entire community, not just a select few, by purchasing gifts on select holidays for the people in the community they show favoritism towards and putting on BBQs and parties and only inviting the members of the community that they show favor towards. This creates division in the community and is used to manipulate the homeowner's allegiance to these two board members. This creates a conflict of interest on behalf of the board members. They are essentially buying votes and allegiances with free food and gifts. The parties happen multiple times of the year; spring, Memorial Day, July 4th, Labor Day, Halloween, Thanksgiving and Christmas. (EX 218, 222, 229 video, 230 and 231 video 238)

11. On January 7, 2025, Mark Gottmann is captured on security camera footage walking the property with the arborist. Mark is performing the duties of what would be the landscaping committee that would have multiple people involved in what needs to be done and learning from the arborist about what needs to be taken care of differently and how. Instead, Mark is doing this surreptitiously; avoiding all transparency and accountability with the community. No announcements were made to the community seeking volunteers. (See video footage EX 232)
12. Mark Gottmann is dismissive towards Judy Rice, a board member, and members of the community about the fact that "Open Discussion" should take place before a meeting adjourns at the 2-17-24, 3-16-24, and 6-15-24 board meetings. (EX 213 audio, 240 audio , 241audio)
13. Mark Gottmann is dismissive towards Lisa Marx and the many emails requesting information, giving information or filing complaints about the deteriorating condition of the Tara property.
14. Mark Gottmann and the Tara Board is dismissive towards Lisa Marx and her request to put onto the Annual Meeting Agenda any of the items requested to be discussed in front of the homeowners. No response from Mark or the board. The Annual Meeting of the Members was nothing more than a board meeting as members issues were not allowed to be put on the agenda. (Ex 238)

15. Mark Gottmann arbitrarily, capriciously and outside of his scope of authority made up his own selective rules in regards to a request made to the board for printed copies of all communication from the association.

Lisa Marx sent an email to Mark Gottmann on December 13, 2024 stating, "I am requesting a printed copy of all of the 2025 annual meeting package.

Additionally, going forward, I am requesting a printed copy of all communication from the association."

Mark Gottmann replied on December 16, 2024, "No, we will not be providing you with a printed copy of all communications from Tara. You have a working email address and printer. Sincerely, The Tara Condominiums Association Board".

The annual meeting package contains the ballot for the Annual Meeting. The ballot has historically been given to every homeowner either hand delivered to their door or mailed U.S. Mail along with the notice of the Annual Meeting.

Mark Gottmann was not providing the printed ballots based on unilateral decisions he set. (EX 223, 224, 225 EX 204)

Claim 8. Insurance Claims on 13601 N. Newcastle
STATEMENT OF FACTS AND BREACH

Contrary to the provisions of:

A.R.S. 33-1248 (A)(D)(E) and (F), ARS 33-1202.24 and the definition of "Unit", ARS 33-1212 Unit Boundaries, ARS 33-1247(A) Upkeep of the condominium, ARS 33-1253 (E), Declaration of Restrictions 9.E, Declaration of Restrictions 10, Declaration

**of Restrictions 12.B, Declaration of Restrictions 12. J, Declaration of Restrictions point 13 and 13. A., Declaration of Restrictions 15, By-Law 1.08
“ADMINISTRATION OF REGULATIONS**

Complaint

The Tara Board of Directors, Mark Gottmann and Dennis Anderson personally, acted arbitrarily, capriciously, and practiced an abuse of discretion when they violated their fiduciary Duty of Care, Duty of Loyalty and Duty to Act Within the Scope of Authority by willfully, intentionally, and recklessly breaching state statutes, the Declaration of Restrictions and By-Laws for the Tara Condominium Association in the following events stated.

Additionally, the board and Mark Gottmann and Dennis Anderson failed to practice due diligence in gathering all of the information and knowing, understanding, and following the state statutes and governing documents before making a decision to cover a claim on the Master Insurance Policy that was the responsibility of a homeowner due to their failure to maintain their own individual unit.

These actions and failures of the board and Mark Gottmann and Dennis Anderson personally, are not in the best interest of the community.

1. Mark Gottmann and the Tara Board of Management failed to act in good faith and in compliance with ARS 33-1253 (E) by never calling any type of open meeting to address the insurance claim issue and vote on a plan of action after

allowing homeowners the right to speak to the issues before a board vote, thus violating the Open Meeting Laws. Without calling a meeting and holding a vote in which the board would have needed a majority vote to act, there was no authority to act, so all actions taken were outside of the Scope of Authority of the Board. Therefore, the Board and each board member individually should be held responsible for the resulting financial damages to the association.

2. Mark Gottmann and the Tara Board of Management failed to act in good faith by filing a claim against the Master Policy insurance for the damage to “unit” 13601 N. Newcastle, Sun City, AZ, for what was determined by the adjustors to be damage from a wax ring leaking in the master bath, the hallway bathroom angle stop leaking that hooks up to the refrigerator and the toilet, and a dishwasher leaking from a valve that can’t be replaced.

All of these repairs fall under the scope of responsibility for a homeowner in maintaining the plumbing in their “Unit”. The Master Policy was never intended to replace the responsibility of homeowners to act prudently in caring for plumbing leaks inside of their unit. The damages to the unit as a result of the homeowner allowing water to leak for 3 weeks is the responsibility of the homeowner to bear the responsibility of according to

Declaration of Restrictions point 13 and 13. A. In the September 21, 2024 Board meeting at approximately 23 minutes 50 sec. on the audio, Mark is asked a question about who is responsible for the pipes inside of the house? Mark answers, "You are responsible for that. Once you get outside with the sewer lines and water lines, etc., outside in the alleyways, that's the HOA's responsibility." Mark knows who is responsible to care for the indoor pipes, and disregarded the requirements and made the claim against the Master Policy instead of holding the homeowner responsible. At approximately 24:30 Mark incorrectly states how the insurance policy works. He states that, "Right now the way that our policy is worded and the way it has been since 2020 is that the individual homeowners with their HO6 policies are responsible for the interior of their building up until a deductible of right now, \$25,000. Anything over \$25,000, the HOA's policy takes over." This is misleading information as the homeowner is responsible for damages that they cause due to failure to maintain and should have made the claim on their personal HO6 policy.

3. Mark Gottmann and the Tara Board of Management failed to act in good faith by failing to abide by By-Law 1.08 "ADMINISTRATION OF REGULATIONS- It shall be the duty of the Board of Management to impartially administer the regulations governing the use and occupancy of the units." They showed favoritism to this homeowner by allowing the association to take on the

expense of their water damage in the form of a claim against the Master Policy resulting in increased premiums, the inability of the association to get bids for different insurance for 3 years, and financial harm to the other 49 homeowners left paying the cost of the damages in an individual unit that were not in any way tied to a failure of the common element for which the Master Insurance policy would be responsible.

4. Mark Gottmann and the Tara Board of Management failed to act in good faith by passing on to the other 49-unit owners the costs related to a unit owner's "negligent or culpable" act in the form of the portion of increased insurance rates due to the wrongfully placed claim against the Master Policy. This action constitutes an inequitable distribution of common area expenses against the 49-unit owners not a part of the insurance claim as it was not tied to a failure of the common element for which the association would be responsible. These costs are required by the Declaration of Restrictions' point 13 and 13. A. to be charged to the homeowner responsible for the damages to the common area. The costs incurred from the damage to the Associations' Property should have been assessed to the homeowner responsible and a lien placed against their property for failure to pay within the 10 days allotted by law.
5. Mark Gottmann failed to act in good faith when he repeatedly misled homeowners in emails, letters, meetings, the annual meeting and the budget

vote regarding the material facts behind the increase in Master Policy premiums and attributed it to all kinds of various factors all over the country such as reinsurance costs, insurance claims all over the country and natural disasters, but failed to be honest about the at least two claims that had a large impact on the Master Policy premium increase. The concealing of these material facts places great distrust in Mark and the Board and places personal responsibility on Mark Gottmann for the damages resulting from these actions.

6. Dennis Anderson failed to act in good faith as a board member with the duty to protect the association's property from loss and damage by suit or otherwise when he failed to disclose to the rest of the board that a water leak was taking place in a unit and had been leaking for approximately a week when then board member, Lisa Marx, found out about the leak from a U.S.A.A. claims adjustor. Dennis Anderson failed act in good faith with his first duty as that of a board member when he took on the additional roles of an unlicensed insurance claim advisor and a licensed contractor (while himself being unlicensed) in advising the homeowner regarding which actions to take which ultimately led to the insurance claim wrongly being filed against the association's master policy. Dennis Anderson should be held personally liable for the damages that resulted from this failure of his fiduciary duty that led to

water leaking in the unit for 3 weeks before being stopped causing thousands of dollars in damage to the unit and common areas of the association.

6. Mark Gottmann, Dennis Anderson and the Tara Board of Management failed to act in good faith by ignoring the parameters in the law in regards to whose responsibility it is to care for the “common elements” vs. the “unit” thereby creating at least two claims against the Master Policy of the association that has resulted in great financial harm to the homeowners in the form of a large increase in the association’s insurance and the inability of the association to get bids for new insurance. The exact portion of the increase for the claims remains unknown as the insurance co. would not provide that information. Therefore, the Board and each board member individually should be held responsible for the resulting financial damages to the association.
7. Mark Gottmann and the Tara Board of Management’s lack of care, breach of their fiduciary duty by operating outside of their Scope of Authority and failure to act in good faith has in turn led to their failure to protect and defend the property from loss and damage by suit or otherwise. Their actions have demonstrated the giving of preferential treatment to this homeowner over others. Therefore, Mark Gottmann and Dennis Anderson, individually and as a part of the board should be held liable for all damages incurred to date and

going forward as a result of these failures. (EX 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284)

Claim 9. Insurance Type of Coverage

STATEMENT OF FACTS AND BREACH

Contrary to the provisions of:

ARS 33-1202.24 and the definition of "Unit", ARS 33-1212 Unit Boundaries, ARS 33-1247(A) Upkeep of the condominium, A.R.S. 33-1248 (A)(D)(E) and (F), ARS 33-1253 Insurance (A) (B) (C) (D) (E), Declaration of Restrictions 9.E, Declaration of Restrictions 10, Declaration of Restrictions 12.B, Declaration of Restrictions 12. G. Declaration of Restrictions 12. H., Declaration of Restrictions 12. J, Declaration of Restrictions point 13 and 13. A., Declaration of Restrictions 15, By-Law 1.08 "ADMINISTRATION OF REGULATIONS, By-Law 2.05 INSURANCE DEDUCTIBLE

Complaint

The Tara Board of Directors and Mark Gottmann personally, failed to act in good faith, violated their fiduciary Duty of Care, Duty of Loyalty and Duty to Act Within the Scope of Authority by willfully, intentionally, and recklessly breaching the Declaration of Restrictions for the Tara Condominium Association and violated state statutes.

Additionally, the board and Mark Gottmann personally, failed to practice due diligence in gathering all of the information regarding insurance, and knowing, understanding, and following the state statutes and governing documents regarding insurance. They acted dismissively when information was brought to their attention

to address and consider by members of the association that they are supposed to represent. They failed to act in the best interest of the association.

These charges are in regards to:

1. Failing to address the Master Insurance policy with the homeowners for the August 1, 2024- July 31,2025 time period in a timely manner.
2. Mark Gottmann breaching his fiduciary duty and failing to act in good faith by concealing material facts from the homeowners in regards to the fact that a large portion of the increase in premiums is due to two claims against the master policy and that the inability to get quotes is because of those claims. Mark Gottmann misleads the members during the October 12, 2024 Committee Meeting regarding the increase in costs of the insurance by not admitting that two claims were paid and that this also led to an increase in premiums.
3. Mark Gottmann is dismissive in regards to the information brought to his attention and fuses to get additional opinions regarding the Insurance Master Policy and then modify the Master Insurance policy's property insurance coverage to be in compliance with the requirements in ARS 33-1253 A. 1.

(EX 69 October 19, 2024 Budget Committee meeting starting at 14 minutes)

It was brought to the Board's attention many times that the insurance that we have is over insuring the property based on the Declaration of Restrictions, the various statutes cited and the clear descriptions of what unit owners are responsible for and

what the association is responsible for, thus wasting member's money on "Special Form-walls in Coverage (including betterments & improvements) as stated on the Certificate of Liability Insurance.

The board has been given educational materials regarding insurance, the statutes regarding insurance, governing documents regarding insurance and who is responsible for what in the form of emails, letters and members addressing the board in board meetings, yet the board has failed to make any changes or call an open meeting to discuss these specifics with homeowners.

The Board has refused to engage in an open discussion considering all of the laws and Declaration of Restrictions regarding the insurance and will rudely end all opportunities to discuss the matters when Lisa Marx tries to address the issues by insisting that the attorney stated otherwise and therefore, we are going with what the attorney says, even though the board had no authority to obtain the legal counsel without an open meeting as already stated.

Numerous requests for explanations of "where" in the governing documents does it state that the association must provide a "walls-in policy" have been ignored and the board hides behind the email letter to Mark Gottmann dated October 9, 2024 in reference to Paragraph 12 B. and 12. H. of the Declaration of Restrictions in which the letter states,

“In reading these two sections above, I agree that the Declaration provide for the Association to provide a “walls-in coverage,” where the owner must insure losses under the master insurance policy, personal property and betterments/improvements to the unit under an HO6 condo policy.”

This statement fails to point out the clear verbiage that states the association is to provide a “Walls-In” policy. The firm’s letter places no regard or consideration on all of the other Arizona State Statutes and Declaration of Restrictions cited.

In the last paragraph of the letter from Chandler Travis, Esq. dated October 9, 2024 regarding insurance, Travis shows his contempt of

ARS 33-1243 B. “The board of directors shall not act on behalf of the association to amend the declaration, terminate the condominium, elect members of the board of directors or determine the qualifications, powers and duties or terms of office of board of directors members. Except as provided in subsection H of this section, the board of directors may fill vacancies in its membership for the unexpired portion of any term.”

when Chandler Travis, Esq., states,

“Please let me know of any further questions or if the Board would like to proceed with amending the Declaration. This board vote would need to occur in an open Board meeting.”

If the Declaration of Restrictions were read as a whole, there would be clarity in the intent of who is supposed to be responsible for what in the association.

Travis Law Firm presents a conflict of interest in this letter as they state at the bottom of the letter their firm’s involvement in amending Association documents regarding insurance and are clearly trying to drum up business (at the client’s expense) for

their firm on the lack of knowledge of associations in Sun City regarding their Declaration of Restrictions and a lack of understanding of Insurance.

One last attempt to seek out information from the board regarding the insurance was made in an email to the board dated February 2, 2025. Point 10. Requested,

“All documentation from Insurance Company, attorney, underwriters that state that the C, C, and Rs state we have to have a "walls in" policy. If you do not have it in writing, you need to request it as we as homeowners have the right to see this in writing. We have a right to know what wording they are using to make the determination, because the wording is NOT in point 12 of our C, C and Rs.”

The dismissive reply from Mark Gottmann, as chairman of the board, who has the ability to request a detailed explanation from the insurance company and the attorney to these questions, again replies in a very snide, dictatorial way that lacks any explanation stating,

“Communication with Travis Law is privileged communication. You have the email from Teresa at American Family concerning underwritings opinion on coverage. It is the opinion of the Tara Board, our lawyer, and the American Family underwriters that we need to provide "walls-in" coverage. Sincerely, The Tara Condominiums Association Board”

This is not in the best interest of the association in which Mark Gottmann has a fiduciary Duty of Care. Nor is it demonstrating fiscal responsibility to the members of the association.

While the board does have the authority to obtains insurances it sees fit for the association, they have an obligation to address the concerns of the homeowner in a professional, transparent manner and have failed to do so in an open meeting.

All additional costs related to the insuring of the Association with “Special Form-Walls In Coverage” (including betterments & improvements) as opposed to a walls out policy should be charged to the Tara Board member Mark Gottmann individually. (EX 285 – 309, 310 audio, 63 audio, 69 audio, and 168 audio)

Claim 10. False Corporate Records

STATEMENT OF FACTS AND BREACH

Contrary to the provisions of:

ARS 10-11601.A, B, D, E4, E5 Corporate records, A.R.S. 33-1248 (A)(D)(E) and (F) Declaration of Restrictions 9.E., By-Laws, “1.04 BOARD VACANCIES-

Complaint

The Tara Board of Directors and Mark Gottmann personally, failed to act in good faith, were negligent in their duties, acted arbitrarily, capriciously, and practiced an abuse of discretion when they violated their fiduciary Duty of Care, Duty of Loyalty and Duty to Act Within the Scope of Authority by violating state statutes, Declaration Restrictions and By-laws when willfully, intentionally, and recklessly refusing to correct inaccurate records of the Tara Condominium Association after errors were brought to their attention. The refusal to correct errors in the minutes has led to inaccurate narratives and incomplete records of actions of the board in board meetings and outside of meetings. The refusal to have the financials corrected after the errors were brought to the attention of the board, and the statement made by Mark Gottmann in defense of the current practices regarding the financial statements

leaves the association with blatantly exaggerated and grossly overstated financials that deceive the homeowners regarding the financial status and stability of the association. These actions by Mark Gottmann are not in the best interest of the association, are a breach of his fiduciary duty as they are concealing the real financial status of the corporation and display that association funds are not being managed responsibly.

The board members under their Duty of Care have a legal duty to maintain accurate corporate records, including financial records, meeting minutes and records of all that the board handles as part of their fiduciary responsibility to the association as these minutes and financial records serve historical and legal purposes and document the association's adherence to the proper procedures, laws and governing documents.

1. The board members actively refused to correct known inaccuracies in the minutes despite being informed of the issues and having had the opportunity to do so. They intentionally and blatantly prevented and ended any communications intended to point out the inaccuracies and falsification of the corporate records demonstrating their failure to be receptive to the people they are supposed to represent.

2. The board failed to act in the best interest of the association when shutting down and ignoring community input resulting in a demonstration of complete disdain and contempt towards the individuals addressing legitimate concerns and causing great division amongst community members and failing to address the issues raised.
3. This failure has led to inaccurate historical records for future boards to be able to rely on, creates confusion about what actions the board took, creates an inability to trust the actions of the board, and creates a lack of transparency and accountability on the part of board members.
4. Minutes are legally binding documents that must reflect the true proceedings of the meetings.
5. Accurate minutes ensure transparency and accountability within the association, allowing homeowners to understand board decisions and actions.

The willful and negligent failure to correct meeting minutes took place in the following board meetings:

- 1) January 11, 2024 Organizational Meeting Minutes- Numerous errors (EX. 313 – 325, Audio 311 and 312)
- 2) January 20, 2024 Board Meeting Minutes- Numerous errors (EX. 313 – 325, Audio 311 and 312)

3) February 17, 2024 Board Meeting Minutes- The February 17, 2024 board meeting minutes document Stephanie Buschart as a board member for establishing a quorum. This is not true information as Stephanie Buschart was never appointed to the board by a majority vote of the remaining Board members as required in our Declaration of Restrictions 9.E. in an open meeting of the association as required by ARS 33-1248 prior to this date as is verified in meeting minutes. Every set of board meeting minutes through December 2024, Corporation Commission Documents, and any other legal document of our association has false information on it if it contains her name as a board member. Stephanie Buschart also attended Executive Board Meetings without proper procedures being followed to vote her in as a Board Member. Numerous more errors. (Ex 326 – 335, audio 213)

4) March 16, 2024 Board Meeting Minutes- Numerous errors (EX. 336-341, Audio 240, 23, 24, 25)

5) June 15, 2024 Board Meeting Minutes- Numerous errors (EX 342, 343, 346, Audio 23, 40, 41, 241, 344, 345)

6) July 20, 2024 Board Meeting Minutes- Shar introduced as new Board member. She is counted as part of the board for establishing a quorum. This is not accurate information as Sher was never appointed to the board by a majority vote of the

remaining Board members as required in our Declaration of Restrictions 9.E. in an open meeting of the association as required by ARS 33-1248 prior to this date as is verified in meeting minutes. (EX 347, 348, 355 – 359, Audio 44, 57, 349, 350, 351,352, 353, 354)

7) July 27, 2024 Board Meeting Minutes- Numerous errors (EX 347, 348, 355 – 359, Audio 44, 57, 349, 350, 351,352, 353, 354)

8) September 21, 2024 Board Meeting Minutes- Numerous errors (EX 360 – 363, audio 47)

9) October 12, 2024 Budget Committee Meeting Minutes- Numerous errors (EX 364 – 366, Audio 63, 69, 310)

10) October 19, 2024 Budget Committee Meeting Minutes- Numerous errors (EX 364 – 366, Audio 63, 69, 310)

11) October 27, 2024 Board Meeting Minutes- Numerous errors (EX 364 – 366, Audio 63, 69, 310)

12) January 11, 2025 Board Meeting Minutes- The January 11, 2025 Annual

Meeting minutes document Stephanie Buschart as a board member for establishing a quorum. This is not true information as prior to this date,

Stephanie Buschart was never appointed to the board by a majority vote of the

remaining Board members as required in our Declaration of Restrictions 9.E. and By-Laws, "1.04 BOARD VACANCIES- *"Any vacancy on the Board shall be filled by appointing an owner-member by a majority vote of the remaining Board members, and shall serve at the discretion of the elected Board."* This must be done in an in an open meeting of the association as required by ARS 33-1248.

(EX 404)

Corporation Commission

Stephanie Buschart was never appointed to the Board in 2024 according to our By-Laws, "1.04 BOARD VACANCIES-Any vacancy on the Board shall be filled by appointing an owner-member by a majority vote of the remaining Board members, and shall serve at the discretion of the elected Board." This action would have needed to take place in an open meeting and it never did. All records stating her as a board member are false, including the documents with the Corporation Commission.

On the 7-25-24 and 1-31-25 Officer/Director/Shareholder Change form with the Corporation Commission, Mark has a date of 2-5-24 for Director Stephanie Buschart taking office. She was never voted into office by a majority vote of the Board in an open meeting as required prior to this date or at all in 2024.

On the 7-25-24 and 1-31-25 Officer/Director/Shareholder Change form with the Corporation Commission, Mark Gottmann documented a date of 6-20-24 for Director

Sheryl Rawlings taking office. She was not voted into office in an open board meeting until July 27, 2024. (EX 367- 369)

Misrepresentation of Financial Assets in the Corporation

The Tara Condominium as a business has always worked on a “Cash Basis” method of accounting. Starting in July of 2024 to the present, the Tara COA assets have been grossly misrepresented in the financials by including in the “Assets Total” the monies spent and withdrawn from the bank account on July 26, 2024 to pay for a \$52,385.33 insurance premium. These financials were withheld from the homeowners for 3 months keeping homeowners in the dark as to the financial status of the association. (EX 371-374, 394)

Additionally, the Board has misrepresented the sums on each line item of the “Reserve Statement” from July of 2024 to the present making it look as though the funds are in each of the specified line items. This has created a false sense of security regarding our financial health and wellbeing when the reality is that the association is grossly underfunded in our reserves and is ill prepared to handle insurance needs going forward. Each month, the association has been grossly inflating the balance in the Reserve Statement by thousands of dollars more than is actually in the sum of the two bank accounts.

Our actual liquid, cash assets at the end of July 2024 totaled \$49,055.71. The “Reserve Equity Total” they falsely state as \$86,295.21 is inflated by \$37,239.50. (EX 375- 377)

Our actual liquid, cash assets at the end of August 2024 totaled \$54,265.97. The “Reserve Equity Total” they falsely state as \$90,830.84 is inflated by \$36,564.87. (EX 378 -380)

Our actual liquid, cash assets at the end of September 2024 totaled \$ 57,140.06. The “Reserve Equity Total” they falsely state as \$95,274.62 is inflated by \$ 38,134.56. (EX 381 -383)

Our actual liquid, cash assets at the end of October 2024 totaled \$ 64,282.69. The “Reserve Equity Total” they falsely state as \$99,542.50 is inflated by \$ 35,259.81. (EX 384 -386)

Our actual liquid, cash assets at the end of November 2024 totaled \$67,465.69. The “Reserve Equity Total” they falsely state as \$103,717.46 is inflated by \$36,251.77. (EX 387 -389)

The December monthly financials were released to the community March 23, 2025, two months past when they would have historically been released to the homeowners. The GL, AP Distribution Report and the bank statements were given in response to my request to review documents over 2 months past due. The actual

liquid, cash assets at the end of December 2024 totaled \$79,325.65. The “Reserve Equity Total” they falsely state as \$111,340.86 is inflated by \$32,015.21. (EX 390 -391)

The January monthly financials were released to the community April 3, 2025, six plus weeks past when they would have historically been released to the homeowners. The GL, AP Distribution Report, vouchers and the bank statements were given in response to my request to review documents; over six plus weeks past due. The actual liquid, cash assets at the end of January 2025 totaled \$89,359.26. The “Reserve Equity Total” they falsely state as \$114,471.95. is inflated by \$25,112.69. (EX 392 -393)

Nothing is stated in the 2025 Annual Meeting Minutes giving the homeowners an amount of money to state our end of year financial position showing a real lack of transparency and concealment of the true financial status. An email was sent to the board regarding errors on the financials March 22, 2025 by Lisa Marx. (EX 394 - 408, 409)

Claim 11. Abuse of Position, Power and Authority of Chairperson

STATEMENT OF FACTS AND BREACH

Contrary to the provisions of:

ARS 33-1248 A. 1 and 2., ARS 33-1258 B. 1 and 2, ARS 33-1227 A. Amendment of declaration, Declaration of Restrictions 12.J.A.R.S. 33-1248 (A)(D)(E) and (F)

Complaint

The Tara Board of Directors and Mark Gottmann personally, failed to act in good faith, were negligent in their duties, acted arbitrarily, capriciously, and practiced an abuse of discretion when they violated their fiduciary Duty of Care, Duty of Loyalty and Duty to Act Within the Scope of Authority by violating state statutes and the Tara Declaration of Restrictions when they repeatedly; publicly and in writing, abused their position and power as board members to maliciously shame, harass and blame an individual homeowner, Lisa Marx, for the incurring of legal fees that the whole association would ultimately have to pay. These actions ultimately created division within the community and great ire towards Lisa Marx by those who believed the spoken and written words of Mark Gottmann personally, not knowing the truth behind the matters.

These actions took place in the following events:

1. On September 17, 2024, two days before the Notice of the September 21, 2024 Board Meeting was sent out, Mark Gottmann sent out a defamatory letter to the community blaming Lisa Marx for the Board's need to hire an attorney and to justify their actions to the community for support before the board vote to approve the legal expenses incurred in violation of the open meeting laws as hiring the lawyer was not voted on by a majority vote of the board in an open meeting allowing the members to address the board prior to any action taken.

In that letter, he used her name 9 times personally to justify his actions. He claims the board took the “high road”, yet there are numerous things the board is guilty of that are not the “high road” and have led to a law suit.

To list a few:

- countless violations of the open meeting laws
- failure to comply with record’s requests as required by law
- an illegal amendment to the By-Laws
- violations of the budget voting laws denying members the right to vote in person
- inequitable and illegal distribution of common expenses
- not treating all members fairly
- showing preferential treatment
- public displays of bullying in open meetings along with very rude and unprofessional behavior on behalf of board members directed towards Lisa Marx for addressing the issues the board was responsible for and doing it publicly
- failures to enforce the governing documents
- an improper and illegal claim against the master insurance policy costing homeowners thousands of dollars in damages
- failure of the board to maintain accurate corporate records

- major neglect of the landscaping on the common areas causing great esthetic and financial damage
- blatant lies and a lack of transparency on behalf of Mark Gottmann and Dennis Anderson that are responsible for and have led to the board and Mark Gottmann and Dennis Anderson personally being sued for their actions.

This is hardly the “high road”. It is a blatant violation of a board’s fiduciary duties, a flat-out character assassination of Lisa Marx to the community in numerous ways and blatant contempt towards the state statutes and governing documents that are supposed to protect association members.

2. October 12, 2024 Budget Committee meeting when Mark Gottmann increases the legal expense budget line from zero dollars to \$300 stating,

“It is because we have some issues related to an individual homeowner here in the community that we have to deal with and we have legal bills.”

3. In the January 11, 2025 Annual Meeting Minutes, Mark Gottmann takes another opportunity to abuse his power and authority as a chairperson and use his platform to blame a “Tara Homeowner” for the legal expenses incurred by stating in his Chairman’s Report,

“The Board has had to deal with a petition filed by a Tara homeowner with the Arizona Department of Real Estate. As a result, the Tara Board has had to retain the services of an Attorney and the unbudgeted costs that come with that.”

These actions are a breach of the confidentiality that the board used to address the issues in Executive Sessions under **ARS 33-1248 A. 1 and 2**. Nothing has been completely resolved in the ADRE case and there is a Request for Judicial Review pending in the Superior Court.

These actions are a breach of the confidentiality regarding records of the association regarding privileged communications between an attorney for the association and the association and pending litigation under **ARS 33-1258 B. 1 and 2**.

4. The failure of the board to take seriously the laws and governing documents and follow them is a breach of their duty and a breach of contract. The board has abused their power and exceeded their authority time and time again; a dereliction of their duty in the Declaration of Restrictions in regards to 12.J.
“To protect and defend the property from loss and damage by suit or otherwise.”

These actions are all opposite of the image Mark Gottmann gives of himself when running to serve on the board when he states in his bio,

“My desire is for the board to be a friendly, relaxed environment where personal issues do not interfere with board decisions.”

This malicious, reckless and negligent form of public harassment, intimidation and shaming is not in the best interest of the community the board is supposed to represent and is an abuse of the authority that the board retains as a fiduciary to the association.

Mark Gottmann, the man who hostilely led a full takeover the board on January 11, 2024 and stated, “I am supremely over qualified for every board position”, and that Tina was supremely qualified to be chairperson” refuses to take ownership of his actions as a chairperson of a board in a not-for-profit corporation; a business required to follow many laws, regarding his fault in not following those laws and forcing the hand of a homeowner to file complaints against the board with the ADRE for violations committed. When no change of behavior took place, it has resulted in this subsequent filing of a breach of contract lawsuit being filed. The actions of Mark Gottmann are not in the best interest of the association

Mark Gottmann, personally, should be held responsible for the legal debts incurred and for the public harassment and shaming. (EX. 409-426, 63 audio)

Claim 12. Neglecting the Common Area Landscaping

STATEMENT OF FACTS AND BREACH

Contrary to the provisions of:

ARS 33-1247(A), ARS 33-1248 A)(D)(E) and (F), ARS 10-11601(A) (D) (E)4, (E)5, Corporate Records, Declaration of Restrictions 12.B, Declaration of Restrictions 12.J, Declaration of Restrictions 9.E.

Complaint

The Tara Board of Directors and Mark Gottmann and Dennis Anderson personally, breached the Tara Condominium Declaration of Restrictions, failed to act in good faith, were negligent in their duties, acted arbitrarily, capriciously, and practiced abuse of discretion when they violated their fiduciary Duty of Care, Duty of Loyalty and Duty to Act Within the Scope of Authority by violating state statutes and Declaration Restrictions regarding the following issues.

1. Mark Gottmann and Dennis Anderson did a hostile takeover of landscaping and maintenance and then willfully, intentionally, and recklessly refused to properly maintain the common areas of the Tara Condominium Association resulting in sorely deteriorating conditions of the landscaping plants, an infestation of weeds in the grass areas that are toxic to animals, an infestation of invasive weeds in the grass areas, weeds in the rock areas, plants not being properly pruned as required in the contract with the landscapers, plants and trees not getting sufficient water to thrive and or live, a large loss of bushes

and other plants, and a refusal to address the problems after they were brought to the attention of the board on numerous occasions.

2. Mark Gottmann and Dennis Anderson, in violation of the open meeting laws ARS 33-1248 and without a majority vote of the board in an open meeting giving them authority to act on behalf of unit owners, surreptitiously made an agreement with the landscapers to dig an 80-to-100-foot trench to a pressurized water main line to the landscaping in Aster Courtyard. Neither board member is licensed, bonded nor insured thus creating a great liability against our association and without any regard for **Declaration of Restrictions J**. "To protect and defend the property from loss and damage by suit or otherwise." Mark and Dennis continued this work even after they were told by then chairperson, Tina Shepherd, that they were not qualified to do the work and not to continue. This irresponsible action led to the water being turned off approximately 5 to 6 weeks leaving the plants to suffer without water. Prior to resigning from the board, Lisa Marx had notified the landscaper of the need for a quote to fix the leak. Mark Gottmann and Dennis Anderson failed to keep any written corporate record of their actions in violation of **ARS 10-11601(A) (D) (E)4, (E)5**.
3. Mark Gottmann and Dennis Anderson personally, who hostilely took over the oversight of the landscaping after Mark unilaterally dissolved the Landscaping

Committee, failed to hire competent sprinkler servicemen and have problems with the drip lines/watering system timely and properly repaired. This led to the watering of areas that do not have plants and the wasting of water, other areas left with blocked lines from debris in the lines causing plants to not get water and breaks in the lines going unrepaired leading to water being wasted.

4. The board and Mark Gottmann and Dennis Anderson personally, after doing a hostile takeover of the landscaping oversite, failed to enforce the terms of the landscaping contract with Lopez Lawn Service. The following terms of the contract have gone unenforced leading to the deteriorating conditions of the landscaping:

- 1) In February and March prune/stump bushes to promote healthy growth during the growing season.
- 2) Spray the weeds weekly in gravel areas, cracks of sidewalks, in alleyways and anywhere on common grounds of the condominium.
- 3) Remove all grass clippings, shrub and tree trimmings, fallen citrus and litter from the condominium's common area.
- 4) Remove baby century and agave plants from under mature plants.
- 5) Keep bushes at a maximum 3-foot height under windows and in front of buildings. Other bushes can be a maximum 4 feet in height. All plants must be kept at least 6 inches away from buildings.

- 6) Check all sprinkler heads and other irrigation items following mowing. Replace all items damaged by mowing prior to leaving the area. Report other damaged sprinkler items to Board of Management for approval of repairs in writing. Please submit an estimate of repairs.
5. The board and Mark Gottmann failed to enforce the warranty terms of the \$1,500 weed maintenance contract with Tride and True for pre and post emergent weed prevention voted for by the board August 19, 2023 that went into effect December 7, 2023 for a 6-month period of time. This led to the overwhelming infestation of toxic and invasive weeds in the grass areas and a total waste of the association's \$1,500 for the 6-month contract.
6. At a point when the weeds were completely overgrown on the property and the plants were not being watered sufficiently, the board approved the expenditure of \$328 to fertilize the lawn in the heat of the summer and feed all of the weeds, wasting association funds.
7. In October of 2024, after being reminded of past poor service by this particular company in an email July 25, 2024, the board was dismissive about the information given and contracted with Nelson Weed and Pest Control to treat the weeds in the grass area for \$650. The treatment had no warranty or returns for spot treatments. It did not include a pre-emergent. The grass areas are full of weeds not even 3 ½ months post treatment. Nothing in the treatment used

kills Stinknet or Khackiweed, two of the most invasive weeds the board was informed about. It is supposed to kill the yellow wood sorrel, but the infestation is worse than last year area wise. Nothing was contracted for to do pre and post emergent in the rock and gravel areas, thus leading to an infestation of weeds in these areas. This was another \$650 wasted.

8. Failure to properly fix sink hole areas that are a hazard to unsuspecting people walking in the areas that they are located.

Mark Gottmann and Dennis Anderson should be held personally responsible for all of the damages to and losses of plants and trees for failure to make sure they were properly maintained and watered, the wasted money on contracts they failed to enforce including the two weed contracts and the monthly landscaping contract. Additionally, they should be held personally responsible for all funds that they spent without the authority of a majority vote of the board in an open meeting including but not limited to the costs of the Bermuda seeding, and other costs to be tallied in damages portion of the complaint.

APPLICABLE LAW SUPPORTING CLAIMS

Arizona Revised Statutes

- 1. ARS 33-1212 Unit Boundaries** "Except as provided by the declaration:

1. *If walls, floors or ceilings are designated as boundaries of a unit, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces are a part of the unit, and all other portions of the walls, floors or ceilings are a part of the common elements.*

2. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a unit, any portion serving only that unit is a limited common element allocated solely to that unit and any portion serving more than one unit or any portion of the common elements is a part of the common elements.

3. *Subject to the provisions of paragraph 2, all spaces, interior partitions and other fixtures and improvements within the boundaries of a unit are a part of the unit.*

4. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, entryways or patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit."

2. **ARS 33-1227** A. Amendment of declaration, "A. Except in cases of amendments that may be executed by a declarant under section 33-1220, by the association under section 33-1206 or section 33-1216, subsection D, or by certain unit owners under section 33-1218, subsection B, section 33-1222, section 33-1223 or section 33-1228, subsection D, and except to the extent allowed or required by other provisions of this chapter, the declaration, including the plat, may be amended only by a vote of the unit owners to which at least sixty-seven percent of the votes in the association are allocated, or any larger majority the declaration specifies...."

3. **ARS 33-1202.24** and the definition of "Unit"- "24. "Unit" means a portion of the condominium designated for separate ownership or occupancy."

4. **ARS 33-1243B**, "The board of directors shall not act on behalf of the association to amend the declaration, terminate the condominium, elect members of the board of directors or determine the qualifications, powers and duties or terms of office of board of directors members. Except as provided in subsection H of this section, the board of directors may fill vacancies in its membership for the unexpired portion of any term."

5. ARS 33-1243 D. “Except as provided in the declaration, within thirty days after adoption of any proposed budget for the condominium, the board of directors shall provide a summary of the budget to all the unit owners. Unless the board of directors is expressly authorized in the declaration to adopt and amend budgets from time to time, any budget or amendment shall be ratified by the unit owners in accordance with the procedures set forth in this subsection. *If ratification is required, the board of directors shall set a date for a meeting of the unit owners to consider ratification of the budget not fewer than fourteen or more than thirty days after mailing of the summary. Unless at that meeting a majority of all the unit owners or any larger vote specified in the declaration rejects the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the board of directors.*”

6. ARS 33-1247A. Upkeep of the Condominium A. “*Except to the extent provided by the declaration, subsection C of this section or section 33-1253, subsection B, the association is responsible for maintenance, repair and replacement of the common elements and each unit owner is responsible for maintenance, repair and replacement of the unit.* On reasonable notice, each unit owner shall afford to the association and the other unit owners, and to their agents or employees, access through the unit reasonably necessary for those purposes. If damage is inflicted on the common elements or any unit through which access is taken, the unit owner responsible for the damage, or the association if it is responsible, is liable for the prompt repair of the damage.”

7. ARS 33-1248 (A)(D)(E) and (F) Open meetings; exceptions “*A. Notwithstanding any provision in the declaration, bylaws or other documents to the contrary, all meetings of the unit owners' association and the board of directors, and any regularly scheduled committee meetings, are open to all members of the association or any person designated by a member in writing as the member's representative and all members or designated representatives so desiring shall be permitted to attend and speak at an appropriate time during the deliberations and proceedings. The board may place reasonable time restrictions on those persons speaking during the meeting but shall permit a member or a member's designated representative to speak once after the board has discussed a specific agenda item but before the board takes formal action on that item in addition to any other opportunities to speak.* The board shall provide for a reasonable number of persons to speak on each side of an issue. Persons attending may audiotape or videotape those portions of the meetings of the board of directors and meetings of the members that are open. The board of directors of the association shall not require advance notice of the audiotaping or

videotaping and may adopt reasonable rules governing the audiotaping or videotaping of open portions of the meetings of the board and the membership, but such rules shall not preclude such audiotaping or videotaping by those attending, unless the board audiotapes or videotapes the meeting and makes the unedited audiotapes or videotapes available to members on request without restrictions on its use as evidence in any dispute resolution process. *Any portion of a meeting may be closed only if that portion of the meeting is limited to consideration of one or more of the following:*

1. Legal advice from an attorney for the board or the association. On final resolution of any matter for which the board received legal advice or that concerned pending or contemplated litigation, the board may disclose information about that matter in an open meeting except for matters that are required to remain confidential by the terms of a settlement agreement or judgment.

2. Pending or contemplated litigation.

3. Personal, health or financial information about an individual member of the association, an individual employee of the association or an individual employee of a contractor for the association, including records of the association directly related to the personal, health or financial information about an individual member of the association, an individual employee of the association or an individual employee of a contractor for the association.

4. Matters relating to the job performance of, compensation of, health records of or specific complaints against an individual employee of the association or an individual employee of a contractor of the association who works under the direction of the association.

5. Discussion of a unit owner's appeal of any violation cited or penalty imposed by the association except on request of the affected unit owner that the meeting be held in an open session.

D. Notwithstanding any provision in the declaration, bylaws or other condominium documents, for meetings of the board of directors that are held after the termination of declarant control of the association, notice to unit owners of meetings of the board of directors shall be given at least forty-eight hours in advance of the meeting by newsletter, conspicuous posting or any other reasonable means as determined by the board of directors. An affidavit of notice by an officer of the association is prima facie evidence that notice was given as prescribed by this section. Notice to unit owners of meetings of the board of directors is not required if emergency

circumstances require action by the board before notice can be given. Any notice of a board meeting shall state the date, time and place of the meeting. The failure of any unit owner to receive actual notice of a meeting of the board of directors does not affect the validity of any action taken at that meeting.

E. Notwithstanding any provision in the declaration, bylaws or other condominium documents, for meetings of the board of directors that are held after the termination of declarant control of the association, all of the following apply:

1. *The agenda shall be available to all unit owners attending.*

2. *An emergency meeting of the board of directors may be called to discuss business or take action that cannot be delayed for the forty-eight hours required for notice. At any emergency meeting called by the board of directors, the board of directors may act only on emergency matters. The minutes of the emergency meeting shall state the reason necessitating the emergency meeting. The minutes of the emergency meeting shall be read and approved at the next regularly scheduled meeting of the board of directors.*

3. A quorum of the board of directors may meet by means of a telephone conference if a speakerphone is available in the meeting room that allows board members and unit owners to hear all parties who are speaking during the meeting.

4. *Any quorum of the board of directors that meets informally to discuss association business, including workshops, shall comply with the open meeting and notice provisions of this section without regard to whether the board votes or takes any action on any matter at that informal meeting.*

F. It is the policy of this state as reflected in this section that all meetings of a condominium, whether meetings of the unit owners' association or meetings of the board of directors of the association, be conducted openly and that notices and agendas be provided for those meetings that contain the information that is reasonably necessary to inform the unit owners of the matters to be discussed or decided and to ensure that unit owners have the ability to speak after discussion of agenda items, but before a vote of the board of directors or members is taken. Toward this end, any person or entity that is charged with the interpretation of these provisions, including members of the board or directors and any community manager, shall take into account this declaration of policy and shall construe any provision of this section in favor of open meetings."

8. ARS 33-1250 (C) and point 4. “C. Notwithstanding any provision in the condominium documents, after termination of the period of declarant control, votes allocated to a unit may not be cast pursuant to a proxy. The association shall provide for votes to be cast in person and by absentee ballot and, in addition, the association may provide for voting by some other form of delivery, including the use of e-mail and fax delivery. Notwithstanding section 10-3708 or the provisions of the condominium documents, any action taken at an annual, regular or special meeting of the members shall comply with all of the following if absentee ballots or ballots provided by some other form of delivery are used:

4. The ballot specifies the time and date by which the ballot must be delivered to the board of directors in order to be counted, which shall be at least seven days after the date that the board delivers the unvoted ballot to the member.”

9. ARS 33-1253 Insurance A, B, C, D, E,

“A. Commencing not later than the time of the first conveyance of a unit to a person other than a declarant, the association shall maintain, to the extent reasonably available, both:

1. Property insurance on the common elements and, if required by the condominium documents, the units, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than eighty percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies.

2. Liability insurance in an amount determined by the board of directors or the association but not less than any amount specified in the declaration, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the common elements.

B. To the extent available, the insurance maintained under subsection A, paragraph 1 of this section includes the units or any portion of those units but need not include improvements and betterments installed by unit owners or the personal property of unit owners.

C. If the insurance described in subsection A of this section is not reasonably available, the association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all unit owners. The declaration

may require the association to carry any other insurance, and the association in any event may carry any other insurance it deems appropriate to protect the association or the unit owners.

D. Insurance policies carried pursuant to subsection A of this section shall provide the following:

1. Each unit owner is an insured person under the policy with respect to liability or property damage arising out of the unit owner's interest in the common elements, the unit, if required by the condominium documents, or membership in the association.

2. The insurer waives its right to subrogation under the policy against any unit owner or members of the unit owner's household.

3. No act or omission by any unit owner, unless acting within the scope of the unit owner's authority on behalf of the association, will void the policy or be a condition to recovery under the policy.

4. If, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same property covered by the policy, the association's policy provides primary insurance.

5. As an insured person under the association's policy with respect to the unit owner's interest in the common elements, the unit owner's individual unit or membership in the association, each unit owner has the right to report a loss under the association's property insurance policy. Each unit owner shall additionally report the loss to the association.

E. Prior to reporting a loss under the association's master property insurance policy, a unit owner shall report the loss to the association and give the association ten business days to provide the unit owner with a written decision whether the association will be reporting a claim to the master policy. If the association decides not to report a claim under the master policy, the association shall provide the reason for the decision in the written decision.

F. Notwithstanding subsection D, paragraph 5 of this section, any loss covered by the property policy under subsection A, paragraph 1 and subsection B of this section shall be adjusted with the association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the association, and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee or the association shall hold any insurance proceeds in trust for

unit owners and lienholders as their interests may appear. Subject to subsection H of this section, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and unit owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the condominium is terminated.

G. An insurance policy issued to the association does not prevent a unit owner from obtaining insurance for the unit owner's own benefit.

H. An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the association and, on written request, to any unit owner, mortgagee or beneficiary under a deed of trust. The insurer issuing the policy shall not cancel or refuse to renew it until thirty days after notice of the proposed cancellation or nonrenewal has been mailed to the association, each unit owner and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

I. Any portion of the condominium for which insurance is required under this section and that is damaged or destroyed shall be repaired or replaced promptly by the association unless any of the following apply:

1. The condominium is terminated.
2. Repair or replacement would be illegal under any state or local health or safety statute or ordinance.
3. Eighty percent of the unit owners, including every owner of a unit or allocated limited common element that will not be rebuilt, vote not to rebuild.

J. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire condominium is not repaired or replaced:

1. The insurance proceeds attributable to the damaged common elements in proportion to their common element interests or as otherwise provided in the declaration shall be used to restore the damaged area to a condition compatible with the remainder of the condominium.
2. The insurance proceeds attributable to units and allocated limited common elements that are not rebuilt shall be distributed in proportion to their common

element interests or as otherwise provided in the declaration to the owners of those units and the owners of the units to which those limited common elements were allocated, or to lienholders as their interests may appear.

3. The remainder of the proceeds shall be distributed to all the unit owners or lienholders as their interests may appear in proportion to the common element interests of all the units.

K. The association shall inform each unit owner annually in writing of both:

1. The unit owner's responsibility for the association's insurance deductibles for all property and liability coverage.

2. The amount of each deductible.

L. If the unit owners vote not to rebuild any unit, that unit's allocated interests are automatically reallocated on the vote as if the unit had been condemned under section 33-1206, subsection A, and the association promptly shall prepare, execute and record an amendment to the declaration reflecting the reallocations.

M. Notwithstanding subsections H, I and L of this section, section 33-1228 governs the distribution of insurance proceeds if the condominium is terminated.

N. If all units are restricted to nonresidential use, the provisions of a subsection or paragraph of this section do not apply if the declaration, articles of incorporation or amended bylaws contain provisions inconsistent with such subsection or paragraph.

O. This section does not prohibit the declaration from requiring additional or greater amounts of insurance coverage or does not prohibit the board of directors from acquiring additional or greater amounts of coverage as it reasonably deems appropriate."

10. ARS 33-1258. Association financial and other records; applicability

"A. Except as provided in subsection B of this section, all financial and other records of the association shall be made reasonably available for examination by any member or any person designated by the member in writing as the member's representative. The association shall not charge a member or any person designated by the member in writing for making material available for review. The association shall have ten business days to fulfill a request for examination. On request for purchase of copies of records by any member or any person designated by the

member in writing as the member's representative, the association shall have ten business days to provide copies of the requested records. An association may charge a fee for making copies of not more than fifteen cents per page.

B. Books and records kept by or on behalf of the association and the board may be withheld from disclosure to the extent that the portion withheld relates to any of the following:

1. Privileged communication between an attorney for the association and the association.

2. Pending litigation.

3. Meeting minutes or other records of a session of a board meeting that is not required to be open to all members pursuant to section 33-1248.

4. Personal, health or financial records of an individual member of the association, an individual employee of the association or an individual employee of a contractor for the association, including records of the association directly related to the personal, health or financial information about an individual member of the association, an individual employee of the association or an individual employee of a contractor for the association.

5. Records relating to the job performance of, compensation of, health records of or specific complaints against an individual employee of the association or an individual employee of a contractor of the association who works under the direction of the association."

11. ARS 10-11601A, B, D and E 4 and 5 Corporate Records

"A. A corporation shall keep as permanent records minutes of all meetings of its members and board of directors, a record of all actions taken by the members or board of directors without a meeting and a record of all actions taken by a committee of the board of directors on behalf of the corporation.

B. A corporation shall maintain appropriate accounting records.

D. A corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

E. A corporation shall keep a copy of all of the following records at its principal office, at its known place of business or at the office of its statutory agent:

4. *The minutes of all members' meetings and records of all actions taken by members without a meeting for the past three years.*

5. *All written communications to members generally within the past three years, including the financial statements furnished for the past three years under section 10-11620."*

TARA CONDOMINIUMS' DECLARATION OF RESTRICTIONS

1. Declaration of Restrictions 8 *"All clothes lines, equipment...shall be kept screened by adequate planting so as to conceal them from view of neighboring lots, streets..."*
2. Tara Condominium Declaration of Restrictions 9.B. *"The Board of Management shall consist of three Managers *who shall choose a chairman from among them.*"*
3. Tara Condominium Declaration of Restrictions point 9.E. *"A majority vote of the Managers shall entitle said Board to carry out action on behalf of the owners of the units."*
4. Declaration of Restrictions 10 *"The "common elements" shall be defined as including, but not limited to, land not otherwise specifically conveyed with individual units, community and commercial facilities, if any, swimming pools, pumps, trees, pavements, streets, pipes, wires, conduits and other public utility lines. No building shall be constructed on any part of the common elements."*
5. Declaration of Restrictions 12.B *"The Board of Management shall have the following rights and powers:" "B. To use and expend the assessments collected to maintain, care for and preserve the common elements, buildings, grounds and improvements (other than the interior of the buildings)."*
6. Declaration of Restrictions 12. G. *"The Board of Management shall have the following rights and powers:" G. "To provide for the construction of additional recreational and other common facilities, from time to time, as in their discretion appears to be in the best interest of the owners and the project. Any such construction, improvements or additions shall be authorized by a majority vote of the Board of Management at a duly called meeting at which a quorum is present."*
7. Declaration of Restrictions 12. H. *"The Board of Management shall have the following rights and powers:" H. "To insure, and keep insured, all buildings and *(Footnote 1) improvements on the property, and the owners*

thereof, against loss from fire or other casualty, and to purchase same and such other insurance as the board may deem advisable. Such insurance may, at the discretion of the Board, be taken in the name of the Board for the benefit of all the unit owners, or in such other manner as the Board may deem advisable. In the event any of such insurance proceeds are insufficient to repair or replace loss or damage, to levy an additional assessment in proportionate amounts as to each unit to cover such deficiency.”

8. **Declaration of Restrictions 12. I.** “The Board of Management shall have the following rights and powers:” I. “To collect delinquent assessments by suit or otherwise, and to enjoin or seek damages from the owners of the units for violations of the covenants herein contained on the part of the owners to be performed, or for violations of the rules hereinafter referred to.”
*(Emphasis added)
9. **Declaration of Restrictions 12. J.** “The Board of Management shall have the following rights and powers:” J. “To protect and defend the property from loss and damage by suit or otherwise.”
10. **Declaration of Restrictions 13** *“In the event any common areas or common element (exclusive of any party wall), carport or storage facility is damaged or destroyed through the negligent or culpable act of an owner or any guests, agents, or members of his family, such owner does hereby irrevocably authorize the Board of Management to repair said damaged area or element,*

*Footnote 1. The “improvements” in point H. are described in point G. and have nothing to do with the “unit”.

resident’s unit, carport, or storage facility, and the Board shall so repair such said damaged area or element, unit carport or storage facility. The owner shall then repay the Board of Management in the amount actually expended for said repairs.”

11. **Declaration of Restrictions 13. A.** *“Each unit owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall become a lien upon said owner’s residence unit and percentage ownership of the common elements and shall continue to be such lien until fully paid. The amount owed by said owner to the Board shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona.”*

12. Declaration of Restrictions 15. *“The responsibility for maintenance of electricity, plumbing and other utilities shall remain with the owners of the units in the same manner as is normal and customary with owners of single-family residences.”*

TARA CONDIMINIUMS’ BY-LAWS

1. Tara By-Laws 1.02: “BOARD OF MANAGEMENT- “The Board of Management shall consist of not less than 3 members (per our CCRs) and not more than five members to be elected and serve for a term of one year and at least one alternate to be appointed by the Board. The alternate shall serve as a regular member of the Board in case one of the regular Board members is away for a week or more, or at any time the necessity arises for the alternate to fill a Board member’s seat. One member of the old Board may serve in an advisory capacity with the new Board. Robert’s Rules of Order are used in all business meetings.”
2. By-Law 1.03 DUTIES OF CHAIRPERSON- “The chairperson shall preside at all meetings. *He/She shall appoint needed committees, the committee chairperson and shall serve as an advisor to such committees.”*
3. By-Laws 1.04 BOARD VACANCIES- *“Any vacancy on the Board shall be filled by appointing an owner-member by a majority vote of the remaining Board members, and shall serve at the discretion of the elected Board.”*
4. By-Law 1.08 ADMINISTRATION OF REGULATIONS- *“It shall be the duty of the Board of Management to impartially administer the regulations governing the use and occupancy of the units.”*
5. By-Law 1.09 MODIFICATION TO THESE BY-LAWS AND RULES AND REGULATIONS- “A proposed change or addition to these By-laws and Rules and Regulations may be made by the Board of Management, *but such new rules, changes or modifications must be approved by the simple majority (51%) of votes at the next January annual meeting or a special meeting called by the Board of Management.* Suggested changes or additions to the By-laws or Rules and Regulations may be made in writing by any owner and given to the Board of Management.”
6. By-Law 2.05 INSURANCE DEDUCTIBLE- “All unit owners are obligated to include in their personal property insurance policy a rider to cover the \$5,000.00 (five thousand dollar) deductible in the Association’s insurance policy with the current insurance provider.”

INJURIES

1. Expenses put-upon and paid by the association as a result of and due to the violations of the open meeting law by the board, and Mark Gottmann and Dennis Anderson personally. Subtotal 4-9-25 **\$ 2,376.28**

There are additional expenses Jan-June 2024 that the board has refused to allow me to see that will be added.

2. Expenses put-upon and paid by the association as a result of and due to actions of Mark Gottmann in violation of the State Statutes, Declaration of Restrictions and By-Laws in Releasing a lien without payment of the lien: **\$ 413.63**

3. Expense put-upon the association as a result of and due to Mark Gottmann illegally raising the insurance deductible without a vote of the members as required in the By-Laws leaving a shortage in our reserves for the insurance deductible. **\$15,000**

4. Legal fees incurred to date by Mark Gottmann and paid from association accounts in violation of the open meeting laws, the result of and due to Mark Gottmann's breach of his fiduciary duty: Subtotal 4-9-25 **\$ 3,241.50**

5. Expenses put-upon and paid by the association, ultimately wasted, as a result of and due to Mark Gottmann's neglect, failure to act in the best interest of the

association, failure to enforce the conditions of a contract, failure to act responsibly, neglecting the association's plants by denying them the proper amounts of water and failure to listen to the input of members of the community he is supposed to represent: Subtotal 4-9-25 **\$4,064.99**

6. Out of Pocket Expenses put upon and paid for by Lisa Marx to address the numerous breaches of contract issues against the Tara Board, and Mark Gottmann and Dennis Anderson personally. As of 4-9-25 **\$2,625.73**

7. Legal fees added to the monthly budget (\$300 monthly) and accruing as a result of and due to the board, and Mark Gottmann and Dennis Anderson's violations of their fiduciary duty and breach of contract and violations of the statutes denying members the right to turn in a budget ballot in person at a duly called meeting resulting in an illegal budget vote. Subtotal as of 4-9-25 **\$1,200**

8. Estimated costs to fix the landscaping damages as a result of and due to the neglect of Mark Gottmann and Dennis Anderson: Subtotal as of 4-9-25 **\$ 7,100**

9. ESTIMATED PORTION of Master Policy Insurance increase Aug. 1, 2024 through July 31, 2025 a result of and due to two claims wrongly submitted to the association's insurance in 2024. This has resulted in unforeseeably higher costs to all homeowners. 40% of \$52,385.33= **\$20,954.13**

10. Budget increase per month as a result of and due to the illegal budget vote denying members the right to turn in ballots in person $50 \times \$50 = \$2,500$ monthly. As of April 1, 2025 **\$ 10,000** has accrued.

11. Estimates for increased insurance costs against the association, if we can get coverage, as a result of and due to the claims wrongly made against the master policy in 2024. When we can get coverage, it will be much higher. $\$65,000$ for 3 years = **\$195,000**

12. Estimated additional expense put-upon the association in violation of the open meeting laws in 2025 incurred by the board and Mark Gottmann personally as of 4-9-25. **\$300**

13. Estimated cost of independent audit of the books **\$2,500**

14. Damages claimed by Lisa Marx as compensation for the distress and anguish, public shaming and blaming, harassment and failure of the board and Mark Gottmann and Dennis Anderson personally to treat all members impartially. Punitive damages against Mark Gottmann and Dennis Anderson. **\$35,000**

SUBTOTAL of DAMAGES AS OF 4-9-25 **\$299,776.26**

DEMAND FOR RELIEF

1. Render the July 2024 unilateral decision by Mark Gottmann changing the insurance deductible to twenty-five thousand (\$25,000) without the vote of the members first approving a change of the By-Laws by a 51% ballot vote of the members as void and unenforceable. All financial damages from this change should be charged to Mark Gottmann personally.

2. Render the Budget Vote from November of 2024 as void and unenforceable as it was done illegally by denying homeowners the right to turn in a ballot in person, a basic right required by law. The association must return to the previously approved budget from 2024 until a new budget is passed legally. All increases charged to homeowners from January to the time this is mitigated should be charged to Mark Gottmann as damages for his blatant refusal to comply with the laws. The amount accrues monthly from the \$50 a month increase in the budget times the 50-unit owners totaling \$2,500 monthly. As of April 1, 2025, this sum is \$10,000.

3. Mark Gottmann should be responsible to reimburse the association the \$575 paid to Legacy Roofing for the damages incurred the result of making an unauthorized action of the board in violation of the open meeting laws and incur the \$575 as damages for refusing to comply with the law.

4. Mark Gottmann should be responsible to reimburse homeowners, Mark and Cynthia Fullen the \$575 they were wrongfully required to pay to Legacy Roofing for the damages incurred to the roof that they were not responsible for. This is the result of making an unauthorized action of the board in violation of the open meeting laws and incurring the \$575 as damages for refusing to comply with the law.

5. Charge all costs incurred by Mark Gottmann and Dennis Anderson in violation of the open meeting laws for the landscaping and maintenance. Subtotal 4-9-25 \$ 2,676.28.

6. Charge all costs incurred by Mark Gottmann and Dennis Anderson a result of expenses put-upon and paid for by the association, ultimately wasted, as a result of and due to Mark Gottmann and Dennis Anderson's neglect, failure to act in the best interest of the association, failure to enforce the conditions of a contract, failure to act responsibly, neglecting the association's plants by denying them the proper amounts of water and failure to listen to the input of members of the community they are supposed to represent. Subtotal 4-9-25 \$4,064.99

7. Charge the \$15,000 deficit on the reserve line to Mark Gottmann as damages in the event that the court rules unfavorably and allows the illegal change of the By-Laws increasing the deductible to \$25,000 to stand.

8. Charge all legal fees accumulated to date to Mark Gottmann as damages for

violating the open meeting laws and spending association funds to hire legal counsel without a vote of the board in an open meeting allowing the homeowners to address the board before formal action was taken. As of the February 2025 financials, this sum is \$ 3,241.50.

9. Charge Mark Gottmann the \$413.63 for the inequitable distribution of community expenses a result of and due to the expenses incurred from Mark Gottmann, in violation of the State Statutes, Declaration of Restrictions and By-Laws, Releasing a lien without payment of the lien.

10. Charge all out of pocket expense to Mark Gottmann and Dennis Anderson put upon and paid for by Lisa Marx to address the numerous breaches of contract issues against the Tara Board, and Mark Gottmann and Dennis Anderson personally. As of 4-9-25 the subtotal is \$2,625.73.

11. Charge all legal fees added to the monthly budget (\$300 monthly and accruing) to Mark Gottmann and Dennis Anderson as a result of and due to their violations of their fiduciary duty and breach of contract and violations of the statutes denying members the right to turn in a budget ballot in person at a duly called meeting resulting in an illegal budget vote. Subtotal as of 4-9-25 \$1,200

12. Charge all estimated costs to fix the landscaping damages as a result of and due to the neglect of Mark Gottmann and Dennis Anderson, to Mark Gottmann and

Dennis Anderson as damages. Subtotal as of 4-9-25 \$ 7,100

13. Charge Mark Gottmann for the damages to the association for the ESTIMATED PORTION of Master Policy Insurance increase Aug. 1, 2024 through July 31, 2025 a result of and due to two claims wrongly submitted to the association's insurance in 2024. This has resulted in unforeseeably higher costs to all homeowners. 40% of \$52,385.33= \$20,954.13

14. Charge Mark Gottmann and Dennis Anderson for the damages to the association the result of wrongly placing two claims against the Master Insurance policy that should have been the responsibility of the individual homeowner for failure to maintain their own personal plumbing in their unit. Estimates for increased insurance costs against the association when we can get coverage again are approximately \$65,000 per year for 3 years = \$195,000. There will be penalties against the association for going uninsured in the event we cannot find anyone to insure us for three years due to the claims.

15. Charge Mark Gottmann for an independent audit of the books by a CPA as damages for the false financials and their failure to have them corrected to reflect the true financial position of the association. Estimated cost \$2,500.

16. Charge Mark Gottmann and Dennis Anderson punitive damages for the

damages claimed by Lisa Marx as compensation for the distress and anguish, public shaming and blaming, harassment and failure of Mark Gottmann and Dennis Anderson personally to treat all members impartially. \$35,000

17. Order that all minutes of the board be corrected from January 2024 to the present.

18. Order that all financial records from January of 2024 to the present be corrected.

19. Order that all records not turned over for inspection under valid inspection of records requests according to ARS 33-1258, ARS 10-11602 and 10-11604 be done so immediately, including proof that violations are being addressed and all architectural change forms.

20. Order that the association must form an Architectural Change Committee open to all members of the association that want to serve to handle all architectural changes in an open meeting of the association. This committee cannot be chaired by the president of the COA.

21. Order that the Landscaping Committee be reinstated as established in the January 2024 Board meeting with Lisa Marx leading that committee and giving directions to the landscapers in conjunction with the written contract from 2024.

22. Order that Mark Gottmann and Dennis Anderson be removed from any and all

activities and actions regarding the landscaping and maintenance of the Tara Condominiums and that they do not do anything to sabotage the landscaping or maintenance in any way. All condominium owned property needs to be turned over to the board immediately.

23. Order that all violations of the association be addressed in writing.

24. Order that the association obtain a Master Insurance policy that does not include Special Forms, Betterments and Improvement coverage on the units. The insurance obtained must comply with state statutes and cover the units due to failures of the common elements which are the responsibility of the association to maintain.

25. Order that all abuse of the position, power and authority of the chairperson cease immediately.

26. Order that Mark Gottmann be removed from serving on the board due to the abuses he has committed and the damages he had caused the association.

27. Order that Dennis Anderson be removed from serving on the board for all of the damages he has caused the association and for the inability of him to fulfill his Fiduciary Duties due to his inability to read and understand the state statutes and governing documents and enforce them independently of being influenced and controlled by another person.