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6 Representing self

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

9
10 Lisa Marx
11 Plaintiff,

Case No. CV 2025-012980

12 vs.

13 Tara Condominiums Association, Inc.,
14 Defendant.

SECOND AMENDED COMPLAINT

- 15 **(1) Breach of Contract**
16 **(2) Violation of A.R.S. § 33-1248**
17 **(3) Violation of A.R.S. § 33-1250**
18 **(4) Violation of A.R.S. § 33-1258**
19 **(5) Violation of A.R.S. § 33-1212**
20 **(6) Violation of A.R.S. § 33-1247**
21 **(7) Violation of A.R.S. § 33-1253**
22 **(8) Violation of A.R.S. § 10-11601**
23 **(9) Declaratory Judgment Pursuant to**
24 **A.R.S. §§ 12-1831 et seq.**

Honorable Randall H. Warner

1 Plaintiff apologizes for the incorrect procedure in the First Amended Complaint as the
2 sequence of events and lack of a complete understanding of what “amending” the
3 complaint necessitated or allowed and was unclear.

4 I. INTRODUCTION

- 5 1. Plaintiff, Lisa Marx (“Plaintiff”), brings this civil action against Tara
6 Condominium Association, Inc. (“Association”) for, among other things, breach
7 of contract, ultra vires acts, and violations of the Arizona Condominium Act,
8 A.R.S. §§ 33-1201 et seq. Plaintiff alleges that Defendant, acting without lawful
9 authority and in violation of the Association’s Declaration, Bylaws, and statutory
10 duties, engaged in unauthorized expenditures, denied statutory inspection rights
11 under A.R.S. § 33-1258, and made governance decisions without proper notice,
12 agenda, discussion, vote, or approval.
- 13 2. These actions caused direct and individualized harm to Plaintiff – some distinct
14 from any injury to other members – including loss of voting and participation
15 rights, removal from volunteer committee positions, monetary losses, diminished
16 property value, and interference with the use and enjoyment of her property.
17 Pursuant to Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14 (Am. L. Inst.
18 2000) (requiring uniform, non-discriminatory enforcement of restrictions) and
19 Arizona case law, Defendant is liable for ultra vires acts causing such harm, and
20 Plaintiff seeks damages and statutory remedies under State of Arizona statutes
21 and the association declarations.
- 22 3. All headings, titles, and the like are for convenience purposes only, and should
23 not be used for any other purpose.

24 II. JURISDICTION

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

III. PARTIES

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8. Plaintiff, Lisa Marx (“Plaintiff”), is an individual residing in and owning the fee simple Unit No. 5 within the Tara Condominium Association, Inc., and Maricopa County AZ since 2020.
 9. Defendant, The Tara Condominium Association, Inc. (“Association”) (“Defendant”) is an Arizona nonprofit corporation incorporated on March 9, 2007, under the laws of the State of Arizona.

IV. VENUE

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10. This Court has subject matter jurisdiction over this action pursuant to A.R.S. § 12-123, as the Superior Court of Arizona has original jurisdiction over civil actions where the amount in controversy exceeds the jurisdictional limit of the justice courts.
 11. The amount in controversy herein exceeds \$50,000, exclusive of interest, costs, and attorney's fees.
 12. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401 because the real property at issue is located in this county.
 13. Upon information and belief, all acts herein described took place in Maricopa County.
 14. This case is subject to Tier 2 discovery under Ariz. R. Civ. P. 26.2(c)(3)(B) because Plaintiff seeks more than \$50,000 and less than \$300,000 in damages.
 15. The Declaration and By-Laws constitute a binding contract between Plaintiff and the Association, enforceable under Arizona law, as cited in *Johnson v. Pointe Cmty. Ass'n, Inc.*, 205 Ariz. 485, ¶ 23, 73 P.3d 616, 620 (Ct. App. 2003); Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14 (Am. L. Inst. 2000) (requiring uniform, non-discriminatory enforcement of restrictions).
 16. Plaintiff has complied with all material obligations under the Declaration, By-Laws, and applicable statutes or has been excused from performance.

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17. The Association, acting through the Board and possibly others, materially breached the governing documents and applicable statutes by engaging in ultra vires acts, failing to perform required duties, and making decisions contrary to the governing documents and law. (*Prieve v. Flying Diamond Airpark, LLC*, 252 Ariz. 195, 198-99 ¶ 13 (App. 2021); *Albers v. Edelson Tech. Partners L.P.*, 201 Ariz. 47 (App. 2001); Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14 (Am. L. Inst. 2000)).
 18. Each breach and violation caused harm to Plaintiff, including but not limited to financial losses, loss of property value, interference with use and enjoyment of the property, and deprivation of contractual rights under the governing documents. (*Prieve*, 252 Ariz. at 200 ¶ 15).
 19. The Declaration, By-Laws, and applicable Arizona statutes formed a valid and enforceable contract between Plaintiff and the Association.
 20. As a direct and proximate result of the breaches by the Association, Plaintiff sustained direct, individualized harm and damages including but not limited to:
 - a. Deprivation of statutory governance and participation rights under A.R.S. § 33-1248.
 - b. Loss of contractual and statutory committee service and decision-making rights under the State Statutes, Declaration, Bylaws, and Articles of Incorporation.

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c. Loss of voting rights on matters materially affecting Plaintiff's property interests.

d. Denial of inspection rights under A.R.S. § 33-1258.

e. Loss of use and enjoyment of common elements.

f. Monetary loss from increased assessments and diversion of funds.

g. Diminution in property value caused by unauthorized governance actions.

h. Out-of-pocket repair costs for items the Association was obligated to maintain.

i. Interference with quiet enjoyment.

j. Loss of architectural/design approval participation rights under the Declaration.

k. Unequal and discriminatory treatment in violation of the Declaration and Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

l. Time and labor expended addressing and remedying Defendant's unlawful acts.

m. Emotional distress and reputational harm.

n. Loss of statutory remedies due to withheld information.

o. Increased future financial liability from unauthorized expenditures.

1 i. Unlawful assessments or fees;

2 ii. Loss in property value;

3 iii. Legal costs incurred to enforce contractual rights.

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

8 22. Plaintiff incorporates all previous allegations by reference as though fully set
9 forth herein.

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11 **V. ALLEGATIONS AGAINST THE ASSOCIATION**

12 **COUNT I: BREACH OF DECLARATIONS**

13
14 23. On or about February 1, 2024 – Association did not hold a board vote or open
15 meeting to elect the position of Chairperson in violation of Declaration § 9.E.,
16 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

17 24. On or about February 1, 2024 – the Association conducted Association business
18 without an open-meeting, including removing Plaintiff from the Landscaping
19 Committee and dissolved the committee violating Declaration § 9.E.,
20 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

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22 25. On or about February 5, 2024 – Association announced a new board member
23 without proper meeting or notice, in violation of Declaration § 9.E., Restatement
24 (Third) of Prop.: Servitudes §§ 6.13–6.14.

- 1 26. On or about February 2024 – The Association moved \$5,198.69 from the
2 Homeowners Equity line to the Major Maintenance Reserve Account without
3 open-meeting approval, violating Declaration § 9.E, Restatement (Third) of Prop.:
4 Servitudes §§ 6.13–6.14.
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6 27. On or about March 16, 2024 – The Association refused to allow Plaintiff to read a
7 statement correcting board meeting minutes, violating Restatement (Third) of
8 Prop.: Servitudes §§ 6.13–6.14.
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10 28. On or about March 16, 2024 – The Association announced a “Workers Comp If
11 Any” policy without open-meeting approval, violating Declaration § 9.E,
12 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.
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14 29. Multiple times during 2024 – Association announced and paid for Bermuda grass
15 plan without open meeting or approval, violating Declaration § 9.E., Restatement
16 (Third) of Prop.: Servitudes §§ 6.13–6.14.
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18 30. In early 2024, Association approved roof repairs at 13609 N. Newcastle without
19 open-meeting approval, violating Declaration § 9.E. and Restatement (Third) of
20 Prop.: Servitudes §§ 6.13–6.14. Loss of member governance participation rights
21 affecting common area alterations.
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23 31. In early 2024, Association performed sprinkler line repairs without open-meeting
24 approval, violating Declaration § 9.E. and Restatement (Third) of Prop.:
Servitudes §§ 6.13–6.14.

- 1 32. In 2024, Association conducted Association business and performed landscaping
2 work with favoritism as to selectively decide who could participate without
3 open-meeting approval, violating Declaration § 9.E. Restatement (Third) of Prop.:
4 Servitudes §§ 6.13–6.14.
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6 33. On or about June 21, 2024 – The Association announced the appointment of a
7 board member without an open meeting vote, violating Declaration § 9.E.,
8 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.
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10 34. On or about June 20, 2024, upon belief, the Association appointed a new board
11 member in executive session only which is not permitted, violating Declaration §
12 9.E. and Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.
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14 35. Around July of 2024 – Association retained legal counsel without an open-
15 meeting approval, violating Declaration § 9.E., Restatement (Third) of Prop.:
16 Servitudes §§ 6.13–6.14.
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18 36. Around October of 2024 – Association paid \$255 law firm invoice without open
19 meeting notice and/or approval, violating Declaration § 9.E., Restatement
20 (Third) of Prop.: Servitudes §§ 6.13–6.14.
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22 37. Around November of 2024 – Association paid \$438 law firm invoice without
23 open meeting notice and/or approval, violating Declaration § 9.E., Restatement
24 (Third) of Prop.: Servitudes §§ 6.13–6.14.
38. On or about July 27, 2024 – Association approved prior and unknown

1 maintenance and landscaping work without open meeting notice or approval
2 Declaration § 9.E., Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

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

7 40. On or about October 12, 2024 – It is believed that the Association held Budget
8 Committee work sessions without open meetings notice, vote, or approval.
9 Declaration § 9.E., Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

10 41. In the latter half of 2024, Association held Budget Committee meetings
11 conducted by at least one Board Member instead of the appointed chair,
12 violating By-law 1.03 and Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

13 42. On or about October 19, 2024 – Association conducted Association business and
14 secured an assessment agreement outside a public meeting, refusing to call a
15 meeting to turn in budget votes and passed the budget, violating By-Law 1.09,
16 and Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

17 43. Upon information and belief, on or about Fall of 2024 – The Association spent
18 Association funds on lighting without an open meeting notice, vote or approval,
19 violating Declaration 9.E., Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

20 44. On or about March 2025 – The Association hired a landscaping company without
21 open meeting notice, vote, discussion, or approval, violating Declaration § 9.E.,
22 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.
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- 1 45. Upon information and belief, on or about January 2025 – The Association spent
2 \$500 to satisfy a demand letter without open meeting notice, discussion, vote, or
3 approval, violating Declaration § 9.E., Restatement (Third) of Prop.: Servitudes
4 §§ 6.13–6.14.
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6 46. On or about July 20, 2024 – The Association changed insurance deductible
7 without holding a vote of the membership to change the By-Law requirement
8 first. (By-Law 1.09) Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.
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10 47. On or about February 24, 2024, the Tara Condominium Association, through its
11 Board, approved a roof repair to a common element and unlawfully assessed
12 half the cost to an individual unit owner and half to the Association, without an
13 open meeting. This violated the Declaration of Restrictions 9.E., By-Law § 1.08,
14 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.
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16 48. On or about January 2024, the Tara Condominium Association, acting through its
17 Board, released a lien against owners James Watkins and Nancy Aldis for
18 property damage for which they alone were obligated to pay, without receiving
19 payment. This action forgave a personal debt and wrongfully shifted that
20 obligation to all other unit owners, in violation of the Declaration of Restrictions
21 13, and 13(A), By-Law § 1.08, By-Law § 1.06, Declaration § 9.E, Restatement
22 (Third) of Prop.: Servitudes §§ 6.13–6.14.
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24 49. On or about February 2024, The Association established and enforced a meeting
speaking time-limit rule without proper process, equal application and selective

1 enforcement using it to cut off Plaintiff from speaking. Violation of the
2 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

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4 50. On or about February 17, 2024, The Association, through its Board, interrupted
5 Plaintiff's comments during open discussion on open-meeting violations and
6 stated that the meeting was to adjourn and then allowed others to speak instead,
7 violating the By-Laws 1.08. Upon information and belief, there were no plans to
8 adjourn the meeting, the statement was solely for the purpose of a selective
9 attempt to silence the Plaintiff and create a chilling effect regarding the Plaintiff's
10 participation in meetings. Similar occurrences happened multiple times and in
11 multiple ways. Violating Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

12 51. On or about June 15, 2024, Association appointed a Budget Committee without
13 open volunteer solicitation or meeting discussion, violating Bylaw § 1.03, 1.08,
14 and Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

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16 52. In 2024 and 2025, upon information and belief, the Association hosted social
17 events and purchased gifts for favored members, excluding others including
18 Plaintiff, violating By-Laws 1.08, Restatement (Third) of Prop.: Servitudes §§
19 6.13–6.14.

20 53. In 2025, the Association made landscaping decisions without notice to members
21 to participate, open meetings, and vote to approve, violating By-Law 1.08 and
22 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.
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1 54. In 2024 and 2025 Association dismissed Plaintiff's multiple emails reporting
2 property deterioration, information requests and needs for proper maintenance.

3 The Association neglected these common areas violating By-Law 1.08 and
4 Restatement (Third) of Prop.: Servitudes § 6.13.

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6 55. On or about February 1, 2024, The Association gave approval to the Association's
7 insurance agent or representative to file claims on the Master Insurance policy
8 regarding water damage to the unit from two plumbing leaks in the unit at 13601

9 N. Newcastle rather than requiring the homeowner to file under their HO-6
10 policy with no notice, open meeting, discussion, vote of the board or official
11 record in the minutes contrary to Declaration 9.E., 12.B, 12.J, 15. and violating
12 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

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

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19 57. On or about February 1, 2024, the Association by failing to administer the
20 insurance statutes impartially, showing improper administration and favoritism
21 toward the homeowner with regard to insurance payments and thus shifting the
22 financial burden to other owners, contrary also to By-Law 1.08 and violating
23 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.
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1 58. On or about February 1, 2024 and then multiple times thereafter, the Association
2 showing willful intent misled homeowners in meetings, correspondence, and
3 budget discussions by attributing increased insurance premiums and coverage to
4 national market factors rather than disclosing claims against the Master Policy as
5 the Association hid the violations of the Declaration 9.E., 12.B, 12.J, 15. and
6 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

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8 **VI. COUNT II: ASSOCIATION VIOLATION OF A.R.S. § 33-1258**

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

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

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

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

19 63. In 2024 – Association in multiple times and multiple requests denied Plaintiff’s
20 records request requests entirely and other times with limited production.
21 Including but not limited to requests for Budget Committee volunteer
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1 information, Architectural Forms, Violation Letters, and bank statements.
2 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

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

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

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

18 **VII. COUNT III: VIOLATION OF STATUTE A.R.S. § 33-1248**

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

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

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

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

7 70. On or about February 2024 – The Association moved \$5,198.69 from the
8 Homeowners Equity line to the Major Maintenance Reserve Account without
9 open-meeting approval, violating A.R.S. § 33-1248. Violation of Restatement
10 (Third) of Prop.: Servitudes §§ 6.13–6.14.

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

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

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

20 74. In early 2024, Association approved roof repairs at 13609 N. Newcastle without
21 open-meeting approval, violating Declaration § 9.E. and Servitudes § 6.13. Loss
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1 of member governance participation rights affecting common area alterations.
2 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

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

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

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

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

18
19 79. Around July of 2024 – Association retained legal counsel without an open-
20 meeting approval, violating A.R.S. § 33-1248. Violation of Restatement (Third) of
21 Prop.: Servitudes §§ 6.13–6.14.

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

- 1 81. Around October of 2024 – Association paid \$438 law firm invoice without open
2 meeting notice and/or approval, violating A.R.S. § 33-1248. Violation of
3 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.
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- 5 82. On or about July 27, 2024 – Association approved prior and unknown
6 maintenance and landscaping work without open meeting notice or approval
7 A.R.S. § 33-1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–
8 6.14.
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- 10 83. On or about June 2024 – Association transferred Association funds to a second
11 bank account without an open meeting notice, vote or approval, violating A.R.S.
12 § 33-1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.
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- 14 84. On or about June 12, 2024 – The Association spent Association funds without
15 open-meeting notice, vote or approval, violating A.R.S. § 33-1248. Violation of
16 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.
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- 18 85. On or about October 12, 2024 – Association held Budget Committee work
19 sessions held without open meetings notice, vote, or approval. Violating A.R.S. §
20 33-1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.
- 21
- 22 86. In the latter half of 2024, Association held Budget Committee meetings
23 conducted by at least one Board Member instead of the appointed chair,
24 violating A.R.S. § 33-1248. Violation of Restatement (Third) of Prop.: Servitudes
§§ 6.13–6.14.

1 87. On or about October 19, 2024 – Association conducted Association business and
2 secured an assessment agreement outside a public meeting and refused to call a
3 meeting to turn in budget votes and passed the budget, violating A.R.S. § 33-
4 1248. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

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6 88. Upon information and belief, on or about Fall of 2024 – The Association spent
7 Association funds on lighting without an open meeting notice, vote or approval,
8 violating A.R.S. § 33-1248. Violation of Restatement (Third) of Prop.: Servitudes
9 §§ 6.13–6.14.

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

13
14 90. Upon information and belief, on or about January 2025 – The Association spent
15 \$500 to satisfy a demand letter without open meeting notice, discussion, vote, or
16 approval, violating A.R.S. § 33-1248. Violation of Restatement (Third) of Prop.:
17 Servitudes §§ 6.13–6.14.

18 91. On or about July 20, 2024 – The Association changed insurance deductible
19 without holding a vote of the membership to change the By-law requirement
20 first. Violating A.R.S. § 33-1248. Violation of Restatement (Third) of Prop.:
21 Servitudes §§ 6.13–6.14.

22
23 92. On or about January 2024, the Tara Condominium Association, acting through its
24 Board, released a lien against owners James Watkins and Nancy Aldis for

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

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

10
11 94. On or about February 17, 2024, The Association, through its Board, interrupted
12 Plaintiff's comments during open discussion on open-meeting violations and
13 stated that the meeting was to adjourn and then allowed others to speak instead,
14 violating A.R.S. § 33-1248. Upon information and belief, there were no plans to
15 adjourn the meeting, the statement was solely for the purpose of a selective
16 attempt to silence the Plaintiff and create a chilling effect regarding the Plaintiff's
17 participation in meetings. Similar occurrences happened multiple times and in
18 multiple ways. Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

19
20 95. On or about June 15, 2024, Association appointed a Budget Committee without
21 open volunteer solicitation or meeting discussion, violating A.R.S. § 33-1248.
22 Violation of Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

23
24 96. In 2024 and 2025, upon information and belief, the Association hosted social
events and purchased gifts for favored members, excluding others including

1 Plaintiff, violating A.R.S. § 33-1248. Violation of Restatement (Third) of Prop.:
2 Servitudes §§ 6.13–6.14.

3
4 97. In 2025, the Association made landscaping decisions without notice or opening
5 to members to participate, violating A.R.S. § 33-1248. Violation of Restatement
6 (Third) of Prop.: Servitudes §§ 6.13–6.14.

7
8 98. On or about December 16, 2024, Association refused Plaintiff's request for a
9 printed ballot, Annual Meeting package, to call an open meeting to turn in
10 ballots, and printed communications, restricting delivery methods without
11 authority, violating A.R.S. § 33-1248. Violation of Restatement (Third) of Prop.:
12 Servitudes §§ 6.13–6.14.

13
14 99. In 2024 – The Association announced multiple contracts, policies, and association
15 business without open meeting or approval, violating A.R.S. § 33-1248.

16
17 100. On or about February 1, 2024, the Association filed a claim under the
18 Master Policy for damage in Unit 13601 N. Newcastle caused by plumbing
19 failures inside the unit, which were the homeowner's responsibility, contrary to
20 the Declaration 12.B, 12.J, 15. without notice, an open meeting, discussion, vote of
21 the board or minutes, violating A.R.S. § 33-1248, By-Law 1.08, and Restatement
22 (Third) of Prop.: Servitudes §§ 6.13–6.14.

23
24 101. On or about February 1, 2024, The Association gave approval to the
25 Association's insurance agent or representative to file claims on the Master
26 Insurance policy regarding water damage to the unit from two plumbing leaks in

1 the unit at 13601 N. Newcastle rather than requiring the homeowner to file under
2 their HO-6 policy with no notice, open meeting, discussion, vote of the board or
3 official record in the minutes contrary to A.R.S. § 33-1248 and violating
4 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

5
6 102. On or about February 1, 2024 and then multiple times thereafter, the
7 Association showing willful intent misled homeowners in meetings,
8 correspondence, and budget discussions by attributing increased insurance
9 premiums and coverage to national market factors rather than disclosing claims
10 against the Master Policy, making notice on an agenda, open discussion, board
11 vote and official records in the minutes, thus being very evasive about the
12 violations of A.R.S. § 33-1248 and Restatement (Third) of Prop.: Servitudes §§
13 6.13–6.14.

14 **VIII. COUNT IV: VIOLATION OF STATUTE A.R.S. § 33-1212**

15
16 103. On or about February 24, 2024, the Tara Condominium Association,
17 through its Board, approved a roof repair to a common element and unlawfully
18 assessed half the cost to an individual unit owner and half to the Association. It
19 violated A.R.S. § 33-1212. Violation of Restatement (Third) of Prop.: Servitudes §§
20 6.13–6.14.

21 104. On or about February 1, 2024, the Association filed a claim under the
22 Master Policy for damage in Unit 13601 N. Newcastle caused by plumbing
23 failures inside the unit, which were the homeowner's responsibility, contrary to
24 the Declaration 12.B, 12.J, 15. without notice, an open meeting, discussion, a

1 board vote, or official record in the minutes violating A.R.S. § 33-1212, By-Law
2 1.08, and Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

3
4 105. On or about February 1, 2024, The Association gave approval to the
5 Association’s insurance agent or representative to file claims on the Master
6 Insurance policy regarding water damage to the unit from two plumbing leaks in
7 the unit at 13601 N. Newcastle rather than requiring the homeowner to file under
8 their HO-6 policy with no notice, open meeting, discussion, vote of the board or
9 official record in the minutes contrary to A.R.S. § 33-1212 and violating
10 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

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

16
17 107. On or about February 1, 2024 and then multiple times thereafter, the
18 Association showing willful intent misled homeowners in meetings,
19 correspondence, and budget discussions by attributing increased insurance
20 premiums and coverage to national market factors rather than disclosing claims
21 against the Master Policy as the Association hid the violations of A.R.S. § 33-1212
22 and Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

23 **IX. COUNT V: VIOLATION OF STATUTE A.R.S. § 33-1247**
24

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

7
8 109. The Association not only ignored Plaintiff's multiple emails reporting
9 property deterioration and requesting information but allowed the common
10 areas to deteriorate. This violated the A.R.S. § 33-1247. Violation of Restatement
11 (Third) of Prop.: Servitudes §§ 6.13–6.14.

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

18
19 111. On or about February 1, 2024, The Association gave approval to the
20 Association's insurance agent or representative to file claims on the Master
21 Insurance policy regarding water damage to the unit from two plumbing leaks in
22 the unit at 13601 N. Newcastle rather than requiring the homeowner to file under
23 their HO-6 policy with no notice, open meeting, discussion, vote of the board or
24

1 official record in the minutes contrary to A.R.S. § 33-1247 and violating
2 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

3
4 112. On or about February 1, 2024, the Association by failing to administer the
5 insurance statutes impartially, showing improper administration and favoritism
6 toward the homeowner with regard to insurance payments and thus shifting the
7 financial burden to other owners, contrary also to A.R.S. § 33-1247 and violating
8 Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

9
10 113. On or about February 1, 2024 and then multiple times thereafter, the
11 Association showing willful intent misled homeowners in meetings,
12 correspondence, and budget discussions by attributing increased insurance
13 premiums and coverage to national market factors rather than disclosing claims
14 against the Master Policy as the Association hid the violations of A.R.S. § 33-1247
15 and Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

16 **X. COUNT VI: VIOLATION OF STATUTE A.R.S. § 33-1253**

17 114. On or about February 1, 2024, the Association filed a claim under the
18 Master Policy for damage in Unit 13601 N. Newcastle caused by plumbing
19 failures inside the unit, which were the homeowner's responsibility, contrary to
20 A.R.S. §§ 33-1253 without notice, an open meeting, discussion, a board vote on
21 minutes in an official record violating Restatement (Third) of Prop.: Servitudes §§
22 6.13–6.14.
23
24

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

8
9 116. On or about February 1, 2024, the Association by failing to administer the
10 insurance statutes impartially, showing improper administration and favoritism
11 toward the homeowner with regard to insurance payments and thus shifting the
12 financial burden to other owners, contrary also to A.R.S. § 33-1253 and violating
13 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

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

20
21 **XI. COUNT VII: VIOLATION OF STATUTE A.R.S. § 10-11601**

22 118. On or about Jan. 13, 2025 - Association admitted no current
23 landscaping/ pest control contracts existed; verbal only after request for
24

1 documents. Violating A.R.S. § 10-11601 and Restatement (Third) of Prop.:
2 Servitudes §§ 6.13–6.14.

3
4 119. On or about Jan. 15, 2025 – Association produced only previous year
5 contracts and one bid from request to review documents, upon information and
6 belief, Association does not maintain current written contracts. Violating A.R.S. §
7 10-11601, and Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

8 120. On or about June 15, 2024 – Association refused corrections to minutes to
9 correctly record the actual meeting minutes despite member protests, violating
10 A.R.S. § 10-11601 and Restatement (Third) of Prop.: Servitudes §§ 6.13–6.14.

11
12 121. In 2024 and 2025 – Association conducted association business without any
13 written record of it in meeting minutes, including but not limited to appointment
14 of board members, hiring of vendors, reorganization of committees, expenses,
15 transferring of funds, etc. violating A.R.S. § 10-11601 and Restatement (Third) of
16 Prop.: Servitudes §§ 6.13–6.14.

17 122. On or about February 1, 2024, the Association filed a claim under the
18 Master Policy for damage in Unit 13601 N. Newcastle caused by plumbing
19 failures inside the unit, which were the homeowner's responsibility, contrary to
20 the Declaration, without notice, an open meeting, discussion or a vote; no record
21 in the minutes. violating A.R.S. § 10-11601, By-Law 1.08, and Restatement (Third)
22 of Prop.: Servitudes §§ 6.13–6.14.
23
24

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

8
9 124. On or about February 1, 2024, the Association by failing to administer the
10 insurance statutes impartially, showing improper administration and favoritism
11 toward the homeowner with regard to insurance payments and thus shifting the
12 financial burden to other owners, contrary also to A.R.S. § 10-11601 and violating
13 Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14.

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

21
22 **XII. COUNT VIII: VIOLATION OF STATUTE A.R.S. § 33-1250**

23 126. On or about December 16, 2024, the Association refused Plaintiff's request
24 for a printed ballot, Annual Meeting package, to call an open meeting to turn in

1 ballots, and printed communications, restricting delivery methods without
2 authority, violating A.R.S. § 33-1250 and Restatement (Third) of Prop.: Servitudes
3 §§ 6.13–6.14.

4
5 127. The Association failed to provide an in-person voting opportunity and
6 omitted the ballot return time, thereby denying Plaintiff her statutory right to
7 cast a ballot in person violating A.R.S. § 33-1250 and Restatement (Third) of
8 Prop.: Servitudes §§ 6.13–6.14.

9
10 **XIII. DECLARATORY JUDGMENT**

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

21 **XIV. COUNT I: (DECLARATION, BYLAWS, AND ARTICLES OF**
22 **INCORPORATION)**
23
24

1 129. The Declaration, Bylaws, and Articles of Incorporation form enforceable
2 contracts between Plaintiff and the Association. *Johnson v. Pointe Community*
3 *Ass'n, Inc.*, 205 Ariz. 485, ¶ 23 (App. 2003).

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

23 131. These acts violate Declaration § 9.E (open meetings/votes), Bylaws §§ 1.03,
24 1.06, 1.08, 1.09 (maintenance, assessments, equal treatment), and Articles of

1 Incorporation (governance procedures). *Prieve v. Flying Diamond Airpark, LLC*,
2 252 Ariz. 195, 200 ¶ 15 (App. 2021).

3
4 132. Plaintiff requests the Court declare that: (a) Defendant breached the
5 contracts through these ultra vires acts; (b) such acts are void and unenforceable;
6 and (c) Plaintiff is entitled to enforce her contractual rights without further
7 interference.

8 **XV. COUNT II: DECLARATORY JUDGMENT - VIOLATION OF A.R.S. § 33-**
9 **1258 (INSPECTION OF RECORDS)**

10
11 133. An actual controversy exists as to whether Defendant violated A.R.S. § 33-
12 1258 by denying or delaying access to records within ten business days,
13 including general ledgers, bank statements, contracts, violation letters,
14 architectural forms, and budget information (multiple times in 2024), limiting
15 access, and excluding non-exempt items.

16 134. Exemptions under § 33-1258(B) (e.g., privileged communications) do not
17 apply. Restatement (Third) of Property: Servitudes §§ 6.13–6.14.

18
19 135. Plaintiff requests the Court declare that: (a) Defendant violated § 33-1258;
20 (b) Plaintiff has a right to immediate access to all non-exempt records; and (c)
21 Defendant's willful non-compliance entitles Plaintiff to statutory remedies,
22 including costs and fees.

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

1 136. An actual controversy exists as to whether Defendant violated A.R.S. § 33-
2 1248(A)-(D) by conducting business without open meetings, notice, agendas, or
3 votes, including the acts in Count I; refusing statements (March 16, 2024);
4 committee appointments without solicitation (June 15, 2024); legal counsel
5 retention (July 2024); and selective restrictions on Plaintiff.

6
7 137. No exceptions (e.g., legal advice) apply. *Prieve*, 252 Ariz. at 198 ¶ 8.

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

11
12 **XVII. COUNT IV: DECLARATORY JUDGMENT - VIOLATION OF**
13 **A.R.S. § 33-1212 (UNIT BOUNDARIES AND RESPONSIBILITIES)**

14 139. An actual controversy exists as to whether the improper half-cost
15 assessment for a common element roof repair (February 24, 2024) violated A.R.S.
16 § 33-1212, which allocates maintenance responsibilities.

17
18 140. Combined with § 33-1247(A), this shifted costs improperly.

19 141. Plaintiff requests the Court declare that: (a) Defendant violated § 33-1212;
20 (b) the assessment is invalid; and (c) common element costs must be borne by the
21 Association alone.

22
23 **XVIII. COUNT V: DECLARATORY JUDGMENT - VIOLATION OF**
24 **A.R.S. § 33-1247 (UPKEEP OF CONDOMINIUM)**

1 142. An actual controversy exists as to whether Defendant violated A.R.S. § 33-
2 1247(A) by failing to maintain common elements (e.g., ignoring reports in 2024-
3 2025; sinkholes, weeds, irrigation neglect) and improper assessments (February
4 24, 2024). Restatement (Third) of Property: Servitudes § 6.13.

5
6 143. Plaintiff requests the Court declare that: (a) Defendant violated § 33-1247;
7 (b) the Association must promptly repair common elements; and (c) Plaintiff is
8 excused from related costs.

9
10 **XIX. COUNT VI: DECLARATORY JUDGMENT -**
11 **VIOLATION OF A.R.S. § 33-1253 (INSURANCE)**

12 144. An actual controversy exists as to whether Defendant violated A.R.S. § 33-
13 1253 by filing master policy claims for unit-specific damages (February 1, 2024),
14 favoritism in administration, and misleading about premiums.

15 145. This shifted burdens improperly under §§ 33-1253(A), (D).

16
17 146. Plaintiff requests the Court declare that: (a) Defendant violated § 33-1253;
18 (b) unit-specific claims must use HO-6 policies; and (c) premium increases from
19 violations cannot be assessed to Plaintiff.

20
21 **XX. COUNT VII: DECLARATORY JUDGMENT -**
22 **VIOLATION OF A.R.S. § 10-11601 (CORPORATE RECORDS)**

23 147. An actual controversy exists as to whether the Association violated A.R.S.
24 § 10-11601(A)-(E) by failing to maintain records (e.g., verbal contracts admitted

1 January 13, 2025; refused corrections June 15, 2024; lacking minutes for 2024-2025
2 acts).

3
4 148. Plaintiff requests the Court declare that: (a) Defendant violated § 10-11601;
5 (b) all unrecorded acts are invalid; and (c) the Association must maintain and
6 provide complete records.

7 **XXI. COUNT VIII: DECLARATORY JUDGMENT -**
8 **VIOLATION OF A.R.S. § 33-1250 (VOTING)**

9
10 149. An actual controversy exists as to whether Defendant violated A.R.S. § 33-
11 1250(C)-(D) by refusing printed ballots, omitting return times, denying in-person
12 voting (December 16, 2024).

13 150. Plaintiff requests the Court declare that: (a) Defendant violated § 33-1250;
14 (b) affected elections are invalid; and (c) future voting must include in-person
15 options and printed materials.

16 **XXII. PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff requests:

- 18 A. Declarations as set forth in each Count above;
19 B. Compensatory and consequential damages proven at trial;
20 C. Pre- and post-judgment interest;
21 D. Costs and fees under A.R.S. §§ 12-341, 12-341.01, 33-1258;
22 E. Such other relief as the Court deems just.
23

24 DATED: September 15, 2025.

1 Respectfully submitted,

2 /s/ Lisa Marx

3 Lisa Marx, Pro Per

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8
9 Copies sent to:

10 ORIGINAL of the foregoing e-filed

11 this 15th day of September, 2025

12 Arizona Judicial Branch Statewide eFiling System

13
14 COPY of the foregoing e-mailed

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21

22

23

24