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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 2025-062973

12 vs.

13 Tara Condominiums Association, Inc.,

14 **FIRST AMENDED CIVIL**
15 **COMPLAINT FOR DECLARATORY**
16 **JUDGMENT AND INJUNCTIVE**
17 **RELIEF**
18 **(Tier 2 Civil Case; Amount in**
19 **Controversy Exceeds \$50,000)**
20 **(Expedited Consideration Requested**
21 **Under Ariz. R. Civ. P. 7.1)**

Honorable

22 This amendment corrects a clerical error in the captions section of the original
23 complaint; no substantive changes are made.

24 1. Maricopa County Superior Court has jurisdiction because (check all applicable):

- 1 The value of this case exceeds \$10,000 dollars.
- 2
- 3 Replevin or other nonmonetary remedy will take place in Maricopa County.
- 4
- 5 The plaintiff resides in Maricopa County.
- 6
- 7 The defendant does business in Maricopa County.
- 8
- 9 The events, actions, or debts subject of this Complaint occurred in Maricopa
County.

10 This Court has subject matter jurisdiction pursuant to A.R.S. § 12-123 (general
11 jurisdiction of superior court) and A.R.S. § 12-1831 et seq. (Uniform Declaratory
12 Judgments Act), as this action seeks a declaration of rights under Arizona statutes
13 and condominium governing documents, along with injunctive relief under Ariz. R.
14 Civ. P. 65.

15

16 This Court has personal jurisdiction over Defendant, an Arizona nonprofit
17 corporation with its principal place of business in Maricopa County, Arizona.

18

19 Venue is proper in Maricopa County pursuant to A.R.S. § 12-401, as the
20 condominium property (Tara Condominiums) is located in Sun City, Maricopa
21 County, Arizona, and the cause of action arose there.

22 2. Assign case tier based on damages requested:

- 23 Tier 1 = Actions claiming \$50,000 or less in damages.
- 24

1 ☒ Tier 2 = Actions claiming more than \$50,000 and less than \$300,000 in damages,
2 OR Actions claiming nonmonetary relief.

3
4 ☐ Tier 3 = Actions claiming \$300,000 or more in damages.

5 **Case Tier Justification:** This case is properly classified as Tier 2 under Ariz. R. Civ.
6 P. 26.2 because it involves intermediate complexity, including multiple statutory
7 violations (A.R.S. §§ 33-1227, 33-1250(C), 33-1253, 33-1248), a pattern of Board
8 misconduct, and irreparable harm valued over \$50,000 (e.g., shifted insurance costs,
9 potential repair liabilities exceeding \$50,000, increased
10 premiums/maintenance/repair costs, property devaluation). It requires substantial
11 discovery (depositions, documents) beyond Tier 1 limits, but is not as complex as
12 Tier 3. See Rule 26.2(b) (factors: claims, discovery needs); *Johnson v. Pointe Cmty.*
13 *Ass'n, Inc.*, 205 Ariz. 485, 73 P.3d 616 (App. 2003) (HOA violations cause
14 quantifiable harms exceeding Tier 1).

15
16 3. The Plaintiff in this case is Lisa Marx, an individual residing at 13610 N. 111th
17 Ave., Sun City, AZ 85351, and is the owner of Unit 5, Tract G, Tara Condominiums,
18 since September 2020.

19
20 4. The Defendant in this case is Tara Condominiums Association, Inc., an Arizona
21 nonprofit corporation responsible for managing Tara Condominiums, a
22 condominium community in Sun City, Arizona, governed by the Arizona
23 Condominium Act (A.R.S. §§ 33-1201 et seq.) and its Declaration of Restrictions,
24

1 Establishment of Board of Management and Lien Rights ("Declaration"), recorded in
2 1970.

3 4 **I. STATEMENT OF FACTS AND BREACH**

5 5. Plaintiff incorporates by reference all prior filings and exhibits in related Case
6
7 No. CV 2025-012980, including but not limited to: Motion for Preliminary Injunction
8 (filed October 5, 2025), Request for Expedited Hearing (filed October 9, 2025), Reply
9 to Defendant's Consolidated Response (filed October 30, 2025), Emergency Motion
10 for Temporary Restraining Order (filed October 29, 2025; denied November 5, 2025),
11 and Amended Motion to Set Evidentiary Hearing (filed November 6, 2025). These
12 documents detail the Association's invalid amendment process and ongoing harms.

13 6. Plaintiff owns Unit 5 pursuant to a Warranty Deed (Exhibit A), conveying a
14 freehold estate with an undivided 1/50th interest in the common areas, as defined
15 in A.R.S. § 33-1202(9) ("all portions of the condominium other than the units").
16

17 7. The original Declaration (Exhibit B) requires the Association to maintain and
18 insure buildings and common elements (Paragraphs 12(B), (H), (J)), consistent with
19 A.R.S. § 33-1253 (mandatory association insurance for common elements).
20

21 8. The Association's current master insurance policy (Exhibit N), effective August
22 1, 2025, to August 1, 2026, provides blanket property coverage up to \$15,269,680
23 with a \$25,000 deductible (\$100,000 for wiring issues), special form, guaranteed
24 replacement cost, and "walls-in" coverage for structures, excluding

1 interiors/upgrades. An accompanying letter (Exhibit O) advises owners to obtain
2 HO-6 policies for interiors. This works out to roughly \$305,393 per unit coverage
3 under the master policy.
4

5 9. On August 6, 2025, the Travis Law Firm sent a letter (Exhibit C) proposing
6 amendments to the Declaration due to rising master insurance premiums (\$86,000–
7 \$94,000 annually), redefining "Residential Unit" and "Common Elements" to shift
8 insurance and maintenance burdens from the Association to individual owners,
9 requiring owners to obtain HO-3 policies (typically for single-family homes) instead
10 of HO-6. The proposed amendments (Exhibit D) modify Paragraphs 1, 10, 12(B),
11 12(H), add 12(Q), 18(A), and 24, mandating individual property insurance with
12 proof within 30 days of adoption or renewal, with penalties for non-compliance. The
13 letter states the master policy "will remain in place if the Owners do not approve
14 these proposed amendments," implying cancellation upon approval.

15 10. On September 20, 2025, the Board approved the amendments (Exhibit I).
16

17 11. The Association initiated an invalid voting process using "Action By Written
18 Consent" forms (Exhibit J), distributed around September 26, 2025, with a return
19 deadline of October 15, 2025. The forms grouped multiple amendments into a single
20 "YES" or "NO" vote, were not tied to a specified meeting or election, and b without
21 an open meeting for ballot submission or counting.

22 12. Plaintiff demanded a proper open meeting via email on September 25, 2025
23 (Exhibit E), and in person at the September 20 Board meeting, where the Board
24

1 chairperson emphatically refused ("No"). No open meeting was held, violating
2 A.R.S. § 33-1248(A) (open meetings required) and A.R.S. § 33-1250(C) (post-
3 declarant control, no proxies; votes must be in person/absentee tied to a meeting,
4 with ballots complying with subsections 1-7, including separate votes for each
5 action, validity for one meeting, and retention for inspection).

6
7 13. Plaintiff notified owners of risks via letters/emails on September 24–27, 2025
8 (Exhibits F, G, H, K), highlighting unit definition differences (Exhibit L) and
9 improper shifts. The Board responded on September 27, 2025 (Exhibit M), denying
10 violations without addressing them.

11
12 14. This is the second invalid vote in less than a year under the current Board
13 leadership (prior 2024 budget vote increased dues \$50 without open meeting;
14 Exhibits P, Q, R, S, T), demonstrating a pattern of disregard for statutory rights and
15 breach of fiduciary duty under A.R.S. § 33-1248 and A.R.S. § 33-1250(C).

16
17 15. On October 17, 2025, the Association conducted an illegal hybrid vote, approved
18 the amendments, and announced implementation effective November 15, 2025. The
19 amendments were improperly recorded, with restricted ballot inspection (4. EX. E.
20 251025_001 meeting to view ballots), further violating transparency requirements.
21 A.R.S. § 33-1250(C)(7).

22
23 16. The master policy is set to end on December 1, 2025, leaving buildings and
24 common elements uninsured, exposing Plaintiff to immediate catastrophic risks
(e.g., fire, storm) that cannot be retroactively mitigated. See email from Tara Board

1 with Dec. 1, 2025 deadline (6. EX A.). If the blanket policy is canceled and a fire
2 occurs, it would be catastrophic as Plaintiff would not be covered due to being
3 uninsured if the policy is cancelled. Without coverage under the master policy,
4 which currently has the property valued at Blanket Property Limit \$15,269,680
5 subject to \$25,000 Deductible and \$100,000 Per Unit Wiring Deductible (working out
6 to roughly \$305,393 per unit coverage), a single fire event could expose owner to
7 liabilities exceeding \$100,000 per unit, per industry averages.

8 9 **II. APPLICABLE LAW SUPPORTING CLAIMS**

10 17. The amendments violate A.R.S. § 33-1227 (requiring 67% vote for non-
11 unanimous amendments; unanimous for boundary/interest changes), A.R.S. § 33-
12 1250(C) (post-declarant control, no proxies; votes must be in person/absentee tied to
13 a meeting, with ballots complying with subsections 1-7, including separate votes for
14 each action, validity for one meeting, and retention for inspection), A.R.S. § 33-1253
15 (mandatory association insurance for common elements unless unavailable), A.R.S.
16 § 33-1248(A) (open meetings required; fiduciary duties), and are unforeseeable
17 under *Kalway v. Calabria Ranch HOA, LLC*, 252 Ariz. 532, 506 P.3d 18 (2022)
18 (unforeseeable amendments invalid without unanimous approval, as they lack
19 notice in original declaration). See also *Vales v. Kings Hill Condo. Ass'n*, 207 Ariz.
20 546, 88 P.3d 591 (App. 2004) (Condo Act takes precedence over conflicting
21 documents); *Johnson v. Pointe Cmty. Ass'n, Inc.*, 205 Ariz. 485, 73 P.3d 616 (App.
22 2003) (boards owe duties to individual owners for specific harms); Restatement
23 (Third) of Prop.: Servitudes § 6.13 (fiduciary duties in associations); *Tierra Ranchos*
24

1 Homeowners Ass'n v. Kitchukov, 216 Ariz. 195, 165 P.3d 173 (App. 2007) (invalid
2 restrictions cause irreparable harm).

3 18. The amendments shift statutorily mandated common-area insurance to
4 individual owners, without proof of market unavailability (beyond cost increases),
5 changing unit boundaries/ allocated interests without unanimous consent, and
6 imposing unforeseeable burdens in violation of the original Declaration and Condo
7 Act.

8 9 **III. INJURIES**

10 1. Plaintiff has suffered and will continue to suffer irreparable harm,
11 including title clouds (Deed describes ownership of a condo, not a free-standing
12 home), resale barriers, increased costs (e.g., HO-3 premiums, individual owner
13 deductibles and maintenance if damage to building occurs), potential
14 uninsurability for lack of coverage, and breach of her warranty deed's
15 expectations. Monetary damages are insufficient, as harms involve property
16 rights and governance violations per se irreparable in HOA contexts. The harm
17 caused by actions inconsistent with the community's established rules and
18 expectations undermines the fundamental nature of the property rights, which
19 Arizona courts recognize as irreparable. See *Kalway v. Calabria Ranch HOA, LLC*,
20 252 Ariz. 532, 535, 506 P.3d 18, 21 (2022) (holding that property rights in an
21 HOA context are defined by the original, foreseeable covenants, and
22 amendments must be consistent with the "general plan of development" and
23 reasonable expectations of the homeowners). The balance of equities favors
24

1 Plaintiff, as preserving the status quo imposes no undue burden on Defendant,
2 who can reattempt compliant amendments. Public interest favors enforcing the
3 Condo Act to protect owners from ultra vires acts.

- 4
5 2. Plaintiff refuses to comply with the invalid amendments, risking fines/liens.

6 **IV. COUNT I: DECLARATORY JUDGMENT (A.R.S. § 12-1831 et seq.)**

7
8 Plaintiff incorporates paragraphs 1-2 above (from Injuries section, but overall 1-18
9 from full complaint). An actual controversy exists regarding the validity and
10 enforceability of the amendments, as they violate A.R.S. §§ 33-1227 (requiring 67%
11 vote for non-unanimous amendments; unanimous for boundary/interest changes),
12 33-1250(C) (mandatory in-person/absentee voting tied to meetings, compliant
13 ballots), 33-1253(C) (association insurance required unless unavailable), and are
14 unforeseeable under *Kalway*, 252 Ariz. at 539 (amendments must be reasonable and
15 foreseeable based on original declaration). Plaintiff seeks a declaration that the
16 amendments are invalid, void, and unenforceable.

17 **V. COUNT II: PERMANENT INJUNCTION (Ariz. R. Civ. P. 65)**

18
19 Plaintiff incorporates paragraphs 1-2 above (from Injuries section, but overall 1-18
20 from full complaint). Plaintiff has a strong likelihood of success on the merits, as
21 shown. Absent injunction, Plaintiff will suffer irreparable harm (uncovered risks,
22 property devaluation) not compensable by damages. The balance of equities favors
23 Plaintiff, and public interest supports statutory compliance. Plaintiff seeks a
24 permanent injunction enjoining Defendant from enforcing the amendments,

1 implementing the insurance shift, canceling the master policy, or taking adverse
2 actions against non-complying owners. No bond is required under Rule 65(c), or
3 waiver is requested due to minimal burden.
4

5 **VI. COUNT III: BREACH OF FIDUCIARY DUTY**

6 1. Plaintiff incorporates paragraphs 1-18 above. Defendant's Board breached its
7 fiduciary duties under A.R.S. § 33-1248 (open meetings and good faith) and
8 common law by conducting invalid votes, shifting mandatory responsibilities
9 without unanimous consent, and failing to act in owners' best interests, causing
10 direct harms as described. Plaintiff seeks damages, including punitive if bad faith is
11 shown (e.g., "pattern of disregard for statutes").
12

13 **VII. COUNT IV: BREACH OF CONTRACT**

14 1. Plaintiff incorporates paragraphs 1-18 above. The amendments breach the
15 original Declaration (Exhibit B) by altering Paragraphs 12(B), (H), (J) without proper
16 process, violating Plaintiff's contractual rights to association-maintained insurance
17 and common elements. Plaintiff seeks contract-based remedies like specific
18 performance (reinstating the master policy).
19

20 **VIII. COUNT V: VIOLATION OF A.R.S. § 33-1258 and A.R.S. § 33-1250(C)** 21 **(RECORDS ACCESS)**

22 1. Plaintiff incorporates paragraphs 1-18 above. The Board restricted access to
23 ballots in a timely manner (as noted in paragraph 15) Cite these for transparency
24

1 violations, seeking penalties and inspection rights without having to travel to a law
2 firm and incur debt for the association to inspect under an attorney's supervision.
3

4
5 This amendment corrects a clerical error in the captions section of the original
6 complaint; no substantive changes are made.
7

8
9 **PRAYER FOR RELIEF**
10

- 11 1. Declaring the amendments invalid, void, and unenforceable;
- 12
13 2. Permanently enjoining Defendant from enforcing the amendments or shifting
14 insurance burdens;
- 15 3. Nullifying the recorded Declaration change with Maricopa County Recorder
- 16 4. Awarding costs and disbursements;
- 17
18 5. Such other relief as the Court deems just and equitable.
- 19
20 6. Awarding reasonable attorney's fees and costs pursuant to A.R.S. § 12-341.01
21 (successful party in contract actions) even if pro se (courts sometimes allow fees for
22 time spent).
- 23
24 7. Ordering expedited discovery under Ariz. R. Civ. P. 26(d) to access Association
records, given the imminent December 1, 2025, policy cancellation.

1 Dated this **25th** day of November, 2025.

2
3 /s/ Lisa Marx

4 Lisa Marx Plaintiff Pro Se

5
6 I declare under penalty of perjury that the foregoing is true and correct. Executed on
7 November **25**, 2025.

8 /s/Lisa Marx

9
10 Lisa Marx Plaintiff Pro Se

11 **CERTIFICATE OF SERVICE**

12
13 **ORIGINAL** of the foregoing e-filed
14 this 25th day of November, 2025
15 Arizona Judicial Branch Statewide eFiling System

16 I hereby certify that on November **25**, 2025, I caused a true and correct copy of the
17 foregoing document to be emailed to the Tara Condominium Association Statutory
18 Agent, Mark Gottmann at tara.condos.sc@gmail.com .

19 By: /s/ Lisa Marx

20
21 Lisa Marx Plaintiff Pro Se