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J. JAY TINNELL  
SUPERIOR COURT CLERK

1 Nancy Knight  
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6 Plaintiff Pro Per

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

9 NANCY KNIGHT

10 Plaintiff,

11 vs.

Case No.: **CV 2018-04003**

12 GLEN LUDWIG and PEARL LUDWIG,  
13 Trustees of THE LUDWIG FAMILY TRUST;  
14 FAIRWAY CONSTRUCTORS, INC.; MEHDI  
15 AZARMI; JAMES B. ROBERTS and DONNA  
16 M. ROBERTS, husband and wife; JOHN DOES  
17 1-10; JANE DOES 1-10; ABC  
18 CORPORATIONS 1-10; and XYZ  
19 PARTNERSHIPS 1-10.

20 Defendants.

**PLAINTIFF'S 3rd SUPPLEMENTAL  
DISCLOSURE STATEMENT**

(Assigned to the Hon. Eric Gordon)

21 Plaintiff, Nancy Knight (hereinafter "Plaintiff"), through self-representation,  
22 pursuant to Rule 26.1 of the Arizona Rules of Civil Procedure, hereby submits her 3rd  
23 Supplemental Disclosure Statement. Further investigation and discovery may bring to  
24 light additional information that may have a bearing on Plaintiff's claims. The contents of



1 this Disclosure Statement are provisional and subject to supplementation, amendment,  
2 explanation, change and amplification.

3 New Disclosure includes a map provided by Realtor.com in support of the County  
4 provided map of Desert Lakes Golf Course Estates Tract 4076 boundaries from Mountain  
5 View to the east and Joy Lane to the north as defined and described in the Plaintiff's 2<sup>nd</sup>  
6 Supplemental Disclosure (ref page 2). Further, in 1993 P&Z 93-122 references the "one  
7 subdivision" name Plaintiff has claimed. **Exhibit A** aka Exhibit 7, 3 pgs- Two  
8 conforming map boundaries for Desert Lakes and page 1 of Res. 93-122 in 1993. Maps:  
9 Realtor.com Desert Lakes inclusive of the intersection of Mountain View and Joy Lane  
10 and County Development Services' 1988 outlined boundaries. Res. 93-122 references the  
11 one Subdivision claim made by the Plaintiff known as "Desert Lakes Subdivision Tract  
12 4076" created in 1988 by Bella Enterprises.

15 New Disclosure includes responses from Mohave County Development  
16 Services/Planning and Zoning personnel/Christine Ballard/et.al. regarding emailed  
17 questions and Requests for Public Information (hereinafter "RFPI") forms. The fifteen  
18 acres for Lakeview Village depicted as Parcel AA in 1990 was redesignated for Fairway  
19 Estates - date and Tract number TBD. Recovery of General Fund tax dollars expended  
20 for the Defendant's attempted BOS setback reduction is the purview of the Board of  
21 Supervisors (or a jury as the case may be). A preponderance of evidence is mounting that  
22 Development Services is creating alibis' for the Defendants with regards to the Plaintiff's  
23 one subdivision claim and their own delineated map for the Bella Enterprises 1988 Desert  
24  
25

1 Lakes Golf Course and Estates boundaries. To date the County denies any preliminary  
2 map available as cited and described in Res. 88-175 **Exhibit B** – Two RFPIs aka PRRs  
3 for June 4, 2019 as corrected on June 12, Lakeview Village map requested, partial email  
4 answers dated July 3-5, 2019; TaxDollarPurviewBOS; Email “not a map error”. Bella  
5 Enterprises Res. 88-175 Prelim. Plan Described and County delineated map boundary.  
6

7 New Disclosure includes one of two Complaints filed for County Ordinance “off-  
8 premises” signage violations on a residential lot in Tract 4076-B owned by the Ludwigs  
9 whereby it is inferred that Ludwig through Fairway Constructors, Inc. will “Build to  
10 Suit” a home “for lease” or “for rent” back to an interested party. Build to Suit is  
11 understood for custom homes and therefore this advertising is a wide-spread effort to  
12 advertise construction and development services to anyone seeking a builder in Desert  
13 Lakes. Supporting evidence of this practice of “for rent” or “for lease” is found for a  
14 home owned by Fairway Constructors, Inc. in Tract 4076-A (5629 Desert Lakes Dr.) The  
15 County chose to interpret the ordinance rather than enforce it per the legal language of  
16 the Ordinance that led to Plaintiff’s escalation of the issue to the County attorney for  
17 possible assistance. A follow up email was sent to Legislators for their analyst’s review.  
18  
19 **Exhibit C** – Off-Premises Complaint form (Tract 4076-B), County Zoning Ordinance,  
20 Property Tax bill for a home owned by Fairway Constructors, Inc. as potentially Built to  
21 Suit for a tenant, Off-premises email correspondences with Nelson, Holtry, Ballard,  
22 Esplin, etc., July 31 email to Legislators.  
23

24 New to the investigation is the finding that the Fairway Estates Home Owners  
25

1 Clubhouse and swimming pool are built on land defined as a Drainage Easement in 1990  
2 that is contiguous with the Drainage Easement for Desert Lakes Tract 4076-B (Refer to  
3 Lakeview Village Tract Map Parcel B-B). Further the 1990 plat map displays a non-  
4 vehicular access easement on Mountain View for Mr. Ludwig's Parcel B-B. Contrary to  
5 Ms. Ballard's claim that RM zoning qualified Mr. Ludwig for recreational use, any  
6 recreational use on Parcel B-B, in addition to its restricted use for drainage, is that Mr.  
7 Ludwig's application to rezone all RM lots/parcels to Special Development residential  
8 lots eliminated the possibility of clubhouse construction due to RM (residential  
9 multifamily) zoning. The County Ordinance that allows recreational use on RM zoned  
10 property may have applied to the 15 of 80 acres at the northerly corner of the Lakeview  
11 Village subdivision – (Refer to P&Z 90-060 for rezoning 65 acres of RM lots and plat  
12 map Parcel A-A for the reserved northerly RM or Commercial zoning).

15 Recreation on Mr. Ludwig's Parcel B-B was clearly, based on two boundary maps  
16 (Realtor.com and County delineated), a condition of golf course recreation in 1988 per  
17 P&Z Res 88-175.

18  
19 From County Ordinance Easement Definitions: 1. Easement, Ingress & Egress: An  
20 easement granting public access through privately owned lot or lots via a specified width.  
21 In other words, non-vehicular access easement (hereinafter "N.V.A.E.") is a non-granted  
22 use for the gate access from Mountain View to the clubhouse. 2. Easement, Public  
23 Utility: Portion of a lot or parcel reserved for utilities, drainage, etc. (underscore for  
24 emphasis). In other words, Parcel B-B in 1990 was reserved for drainage and not for  
25

1 construction of a clubhouse and swimming pool. (Refer to County Ordinance PDF  
2 provided in Exhibit C of this 3<sup>rd</sup> Sup. Disclosure).

3 In 1991 Mr. Ludwig created Fairway Estates Tract 4097-B for Phase II  
4 development and renamed the 1990 Parcel B-B to Parcel A, eliminated any reference to  
5 the Drainage Easement and established a multidirectional “flowage easement” including  
6 flow toward Desert Lakes Tract 4076-B. He has a legend on the 1991 map for the  
7 N.V.A.E with no area defined for this non-vehicular access easement. The clubhouse  
8 property tax bill is suspect of fraud. **Exhibit D** – Lakeview Village 1990 rezoning P&Z  
9 Res. 90-060, 1990 plat map, 1991 Fairway Estates Tract 4097-B map, RM zoning,  
10 Assessor Property Tax Bill of \$11.87 for 3.48 acres and Clubhouse with suspect Calif.  
11 use code (0211-PUD CA CLBHS/REC,QUAL), San Bernardino Characteristics codes,  
12 August 2, 2019 email Questions sent to Christine Ballard.

15 As cited in Plaintiff’s 2<sup>nd</sup> Supplemental Disclosure, Plaintiff awaited County  
16 information on the Final zoning for the 15 acres cited as Parcel A-A on P&Z 90-060 plat  
17 map – no rezoning was requested by Ludwig under the Lakeview Village subdivision  
18 name; County referred the matter of reported safety and construction defect(s) (unlevel  
19 floor reported by Arnie Lauxman, in the Fairway Estates’ Clubhouse as the responsibility  
20 of the Fire Department. (Arnie Lauxman is the CFO of Mohave County Electric  
21 Cooperative and member of the Fairway Estates HOA); The County has no explanation  
22 for why their “foundation” inspectors did not enforce the side yard setbacks for at least  
23 two homes in Tract 4163 as disclosed in the Plaintiff’s boundary Survey dated Oct. 9,  
24  
25

1 2015 and recorded at Fee # 2015049609. Further the names of the County inspectors was  
2 not disclosed but rather was defined by their initials as “dt” for 1807 Lipan Circle and  
3 “dc” for the Plaintiff’s lot at 1803 Lipan Circle; The explanation for County actions taken  
4 to abandon a portion of Desert Lakes Golf Course and Estates Tract 4076 with a new  
5 subdivision designation for Lakeview Village in 1990 was that purchasers of land are  
6 allowed to create their own subdivision names. This explanation is consistent with T&Ms  
7 defining his subdivision as Desert Lakes Tract 4163. Further support for this explanation  
8 are Desert Lakes Tracts 4159 and 4132; The County avoided any discussion on the  
9 CC&Rs presented by Frank Passantino in 1989 with the exception of providing a pdf of  
10 the Recorded CC&Rs for Phase I (Tract 4076-A). It is unknown whether Mr. Passantino  
11 used this Declaration or the boilerplate from which all other CC&R Declarations were  
12 written when he applied for his 1989 rezoning of all lots in Desert Lakes to be Special  
13 Development Residential. In 1990, Mr. Ludwig followed suit with the rezoning of his  
14 residential lots to be consistent with the Desert Lakes Special Development residential.  
15 Mr. Ludwig also connected his Fairway Estates subdivision to the 5 acre sewage plant  
16 developed for Desert Lakes Golf Course and Estates. A preponderance of evidence exists  
17 that Desert Lakes Golf Course and Estates is one Subdivision with boundaries as defined  
18 in the 2<sup>nd</sup> Supplemental Disclosure.  
19  
20  
21

22 New to the investigation is a response to the Defendants’ Initial Disclosure  
23 paragraph 6 c on pages 6-7 regarding whether or not Mohave County is entitled to seek  
24 reimbursement for the taxpayer expenditure of \$12,500 for Defendant Azarmi’s BOS  
25

1 Resolution Amendments. Per Development Services, Tim Walsh/Christine Ballard,  
2 “Whether or not the County wishes to recover the \$12,500 is a Board of Supervisor’s  
3 decision...” (Refer to Exhibit B of this 3<sup>rd</sup> Sup. Disclosure in the July 3, 2019 email  
4 marked as answers in red text below Plaintiff’s questions.)  
5

6 Plaintiff objects to the perception of County Corruption in violating their own  
7 Planning and Zoning Ordinances in favor of these Defendants. Why was habitable space  
8 allowed to be built or exist on a Drainage Easement? Why was Mr. Ludwig’s water  
9 flowage, in 1991, allowed to drain toward Desert Lakes’ Tract 4076-B. Why is the  
10 County refusing to enforce Fairway Constructors’ off-premises signage on residential lots  
11 with the rude email from Christine Ballard to Scott Holtry stating “I think you got this but  
12 keep in mind we interpret the zoning ordinance not Nancy.” Ordinances should not be  
13 subject to interpretation when language is clear. The jury will be asked to make a  
14 decision on signage by following the letter of the law and not an obscure interpretation by  
15 planning staff.  
16

17 In order to present to the jury the extreme risks of denying CC&R enforcement in  
18 a court of law, the Plaintiff will provide photographic evidence, County email  
19 correspondences, and any other documentation needed from CV 2016 04026 including  
20 but not limited to extortion attempts, quashing subpoena, quashing adjudication of title  
21 rights to Plaintiff’s side yard fence, and obtaining a Court ruling against the Plaintiff as a  
22 Vexatious Litigant with exorbitant Defendant attorney fees awarded plus the unjust threat  
23 of Subpoena for Plaintiff’s financial records. **Exhibit E** – Documents related to CV 2016  
24  
25

1 04026 are a matter of record in the Defendant's attorney's files with some provided as  
2 documents in this 3<sup>rd</sup> Supplemental Disclosure.

3 Discovery is ongoing, therefore, this Disclosure Statement and its contents  
4 represent the product of the investigation to date that are pertinent to the Defendant's  
5 Breach of Contract for violations, attempted violations, and threatened violations of the  
6 Covenants, Conditions, and Restrictions (CC&Rs) of Desert Lakes Golf Course and  
7 Estates.  
8

9 **I. FACTUAL BASIS FOR CLAIMS AND DEFENSES**

10 Refer to the Plaintiff's Initial Disclosure and 1<sup>st</sup> Supplemental Disclosure for  
11 Factual Basis of Claims and Defenses previously disclosed.  
12

13 The Hon. Eric Gordon Denied the Plaintiff's Motion for Reconsideration of  
14 Dismissal of Count One of her Complaint in whole or in part thus continuing to deny a  
15 preponderance of evidence that Desert Lakes is one Subdivision and as such should be  
16 allowed to be enforced by any property owner for any and all violations throughout all of  
17 the Tracts or Phases of development. In the words of the good Senator Thorpe from  
18 Flagstaff, "Property is the pursuit of happiness" as quoted from the story entitled 'They  
19 killed our city': Sedona residents confront lawmaker over short-term rentals (story  
20 published at [https://www.azcentral.com/story/news/local/arizona/2019/07/25/sedona-](https://www.azcentral.com/story/news/local/arizona/2019/07/25/sedona-residents-challenge-rep-.)  
21 [residents-challenge-rep-](https://www.azcentral.com/story/news/local/arizona/2019/07/25/sedona-residents-challenge-rep-.). Sen Thorpe added "I believe this is not a political issue, it's a  
22 quality of life issue." Plaintiff believes CC&R violations are also a quality of life issue  
23  
24  
25



1 and enforcement is a constitutional right to protect her property in her pursuit of  
2 happiness.

3 As cited in the appeal decision in the case of David C. Lillard, Jr. v. Jet Homes,  
4 Inc. states “Where the owner of a tract of land subdivides it and sells distinct parcels  
5 thereof to separate grantees, imposing restrictions on its use pursuant to a general plan of  
6 development or improvement, such restrictions may be enforced by any grantee against  
7 any other grantee...” The same situation exists here. The Court has maps and P&Z Res.  
8 88-175 proving a general plan of development created by Bella Enterprises in 1988 and  
9 we have consistent language in every CC&R declaration for all phases of development. A  
10 preliminary plat is cited in Res. 88-175 for which the County has been reluctant to  
11 provide to the Plaintiff. Investigation is ongoing.

12 The Plaintiff’s attempt to exhaust all administrative remedies and right to trial,  
13 albeit only for Tract 4076-B, resulted in Plaintiff’s filing a Motion to Amend the  
14 Complaint for strictly Tract 4076-B violations and attempted violations. The Defendants  
15 filed a Response past the ten day deadline, the Plaintiff filed a Reply on July 9, 2019.  
16 Plaintiff awaits Court decision.

17 The Complaint filed in January 2018 has merit and therefore no attorney fees shall  
18 be awarded per A.R.S. 12-349.

## 19 **II. LEGAL THEORY OF CLAIMS AND DEFENSES**

20 As cited in the Plaintiff’s 2<sup>nd</sup> Supplemental Disclosure and restated herein  
21 “Irrelevant to the Defendant’s claim that no separate CC&Rs were ever established for  
22  
23  
24  
25

1 Tract 4163 is the RELEVANT fact that it was not needed since the CC&Rs for Tract  
2 4076-B run with the land and Parcel VV, of which Tract 4163 was subdivided into 32  
3 lots, was a part of Tract 4076-B. This fact has already been adjudicated by the Hon.  
4 Derek Carlisle on or about April 2, 2018.

5  
6 Multiple documents are in the possession of the defense attorney including the  
7 Defendant's own Exhibit D1, citing the Plaintiff's lots as 8 and 9. Her Title Insurance  
8 and T&M's ADRE Report both list the Book and page number for the Plaintiff's CC&Rs  
9 as those of Tract 4067-B. Director Hont of Development Services provided the Plaintiff  
10 with a copy of her CC&Rs by email attachment on or about October 6, 2015.

11  
12 Refer to the Plaintiff's Initial Disclosure and 1<sup>st</sup> Supplemental Disclosure for  
13 pertinent legal theory of claims and defenses cited prior to the 2<sup>nd</sup> Supplemental  
14 Disclosure.

15  
16 Currently Parties await a Court ruling Plaintiff's Motion for Leave to Amend  
17 Complaint for Tract 4076-B violations and attempted violations.

### 18 **III. WITNESSES**

19 Any and all witnesses disclosed or called by Defendants.

20 Any and all witnesses whose names have been disclosed in the Plaintiff's Initial  
21 Disclosure and her 1<sup>st</sup>, 2<sup>nd</sup>, and this 3<sup>rd</sup> Supplemental Disclosure.

22 Any and all witness names and associated events cited in case CV 2016 04026 to  
23 demonstrate the risk to property owners when CC&Rs are violated without property  
24

1 owner recourse and an ongoing perception of corruption in government with complicit  
2 behavior of County employees.

3 Plaintiff expects voluntary disclosure by Defendant Azarmi for the names of  
4 property owners he claimed had no problem with the reduced setback of the Robert's  
5 home as cited in his testimony for a BOA variance. The purpose of these names is to call  
6 on them as witnesses in support or in dispute of Mr. Azarmi's integrity and honesty  
7 before a government body. A subpoena option by the Plaintiff is the alternative.

9 Judith Rovno is expected to testify, in addition to expected testimony already cited  
10 in the 2<sup>nd</sup> Supplemental Disclosure, as the circumstances surrounding her setback  
11 violation of a projecting roofline. Judith Rovno is expected to testify that she is a licensed  
12 Realtor or agent and is fully aware of CC&Rs. Judith Rovno is expected to testify as to  
13 whether she has read the CC&Rs for Tract 4076-B. Judith Rovno is expected to testify as  
14 to any remedy she expects in order to bring this home in Tract-B into compliance with  
15 the CC&Rs. She is expected to testify as whether this is a speculation house to be sold to  
16 an unsuspecting buyer or to be her personal residence.

18 Mr. Sanaye or Mr. Saviosh, as the case may be, is expected to testify, in addition  
19 to expected testimony already cited in the 2<sup>nd</sup> Supplemental Disclosure, to the  
20 circumstances surrounding his application for construction of a home in Tract 4076-B  
21 where setbacks are violated in front and rear. He is expected to testify as to whether he  
22 has read the CC&Rs for Tract 4076-B. He is expected to testify as to whether he is the  
23 owner/builder and hired multiple sub-contractors to construct this home thereby taking  
24  
25

1 full responsibility for the setback violations. He is expected to testify as to whether he as  
2 owner/builder deliberately defied the setbacks or was advised by someone to defy the  
3 setbacks. If advised by someone, he is expected to testify as to the name of the advisor.  
4 He is expected to testify as whether this is a speculation house to be sold to an  
5 unsuspecting byer or to be his personal residence. He is expected to testify as to any  
6 remedy he expects in order to bring this home into compliance with the CC&Rs.  
7

8 Angelo Rinaldi is expected to testify, in addition to expected testimony already  
9 cited in the 2<sup>nd</sup> Supplemental Disclosure, whether he has business dealings with Fairway  
10 Constructors for homes he builds or a home he has built in Los Lagos. He is expected to  
11 testify as to whether he has violated any Los Lagos CC&Rs.  
12

13 Plaintiff reserves the right to add additional witnesses due to contemporary events  
14 regarding the construction of the Fairway Estates clubhouse on the 1990 Parcel B-B  
15 Drainage Easement and subsequent flowage easement toward Desert Lakes Tract 4076-  
16 B.  
17

#### 18 **IV. PERSONS WITH KNOWLEDGE**

19 Plaintiff is unaware at this time of new persons with knowledge since the filing of  
20 the Plaintiff's Initial Disclosure, 1<sup>st</sup> and 2<sup>nd</sup> Supplemental Disclosures.

#### 21 **V. PERSONS WHO HAVE GIVEN STATEMENTS**

22 All persons who have given statements are disclosed in Email Correspondences as  
23 Exhibits.  
24

#### 25 **VI. EXPERT WITNESSES**

1 Areas of expert witnesses have been disclosed. Names of some experts have been  
2 disclosed above with the Plaintiff reserving rights to add additional expert witnesses to  
3 the list.

#### 4 **VII. COMPUTATIONS AND MEASURE OF DAMAGES**

5 All paragraphs submitted in the Plaintiff's Initial Disclosure and 1<sup>st</sup> and 2<sup>nd</sup>  
6 Supplemental Disclosures remain valid and unchanged. Any additional amount found due  
7 by a jury herein or found due by judgment of the Court including sanctions.

8 For recovery of Plaintiff's attorney fees and costs incurred, in the event this action  
9 is contested and an attorney is required to be hired to take over for the Plaintiff's Pro Per  
10 pleadings, pursuant to law and A.R.S. SS 12-349 and Rule 11, A.R.C.P. and contract law  
11 and any other applicable law together with interest on those sums, where applicable, at  
12 the legal rate from the date of Judgment until paid in full.

13 For such other and further relief as the Court deems just and equitable in the  
14 premises. Amount at the discretion of Jury / Court.

15 Expert Witness Fees and Taxable Costs under §12-1364, Arizona Revised  
16 Statutes. To Be Determined.

17 Plaintiff reserves the right to supplement this Section of her Rule 26.1 Disclosure  
18 as additional information becomes known and available to Plaintiff.

#### 19 **VIII. TRIAL EXHIBITS AND TANGIBLE EVIDENCE**

1 In the event Plaintiff determines other tangible evidence and documents that are  
2 not provided herein, or previously disclosed, and as necessary, Plaintiff will supplement  
3 its Disclosure Statements accordingly.  
4

5 **IX. VOLUMINOUS ELECTRONIC DOCUMENTS**

6 Email correspondences, not included in this Disclosure, are unknown to be  
7 pertinent to the Defendant's defense at this time; if needed at time of trial for Plaintiff's  
8 claims or Defendant's crossclaims, the pertinent information will be disclosed to the  
9 Defendant's attorney before trial.

10 In the event Plaintiff determines additional electronic or other documents are  
11 necessary, Plaintiff will supplement its Disclosure Statements accordingly.  
12

13 RESPECTFULLY SUBMITTED this 5th day of August, 2019.

14   
15 \_\_\_\_\_  
16 NANCY KNIGHT  
17 Plaintiff Pro Per

18 COPY of the foregoing emailed on this 5th day of August, 2019 to:  
19 djolaw@frontiernet.net  
20 Attorney for Defendants

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